



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, June 17, 2024 – 5:00 p.m.

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

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

1. Consent Agenda

- A. City Commission Budget Workshop Minutes – August 7, 2023*
- B. City Commission Budget Workshop Minutes – August 14, 2023*
- C. City Commission Budget Workshop Minutes – August 21, 2023*
- D. City Commission Budget Workshop Minutes – September 7, 2023*
- E. City Commission Workshop Minutes – September 26, 2023*
- F. Event Application – CHS Cross Country Meet – October 19, 2024*
- G. Resolution No. 2024-036 – use of funds through the FY2023 Edward Byrne Memorial JAG Program to purchase equipment to enhance criminal investigative capabilities*

Exhibit: Agenda Item No. 1A-G

Recommendation: Recommended motion is to approve the consent agenda.

ORDINANCES

- 2. Ordinance No. 2024-06 – First Reading** – Ordinance No. 2024-06 amends the Clewiston Code of Ordinances, Chapter 74, Utilities, Article I. – In General; Creating Section 74-14. – Meter Tampering.

Exhibit: Agenda Item No. 2

Recommendation: Recommended motion is to approve Ordinance No. 2024-06 on first reading and set the Public Hearing for July 15, 2024.

- 3. Ordinance No. 2024-07 – First Reading** – Ordinance No. 2024-07 amends the Clewiston Code of Ordinances, Chapter 2, Administration, Article III – Purchasing Procedures; Section 2-78. – Purchasing Thresholds.

Exhibit: Agenda Item No. 3

Recommendation: Recommended motion is to approve Ordinance No. 2024-07 on first reading and set the Public Hearing for July 15, 2024.

RESOLUTIONS

4. **Resolution No. 2024-037** – Resolution No. 2024-037 authorizes the modification of the Tyler Technologies Enterprise Software Agreement to a cloud based solution for a \$32,946 annual increase.

Exhibit: Agenda Item No. 4

Recommendation: Recommended motion is to approve Resolution No. 2024-037.

5. **Resolution No. 2024-038** – Resolution No. 2024-038 authorizes the Mayor to sign the State of Florida Department of Transportation Small County Outreach Program (SCOP) Agreement to provide funding for the design, construction, and CEI of the milling and resurfacing of North Francisco Street from US27/US80 to Herbert Hoover Dike Road.

Exhibit: Agenda Item No. 5

Recommendation: Recommended motion is to approve Resolution No. 2024-038.

6. **Resolution No. 2024-039** – Resolution No. 2024-039 approves the Personnel Policy Manual.

Exhibit: Agenda Item No. 6

Recommendation: Recommended motion is to approve Resolution No. 2024-039.

7. **Resolution No. 2024-040** – Resolution No. 2024-040 approves the agreement between the City of Clewiston and U.S. Sugar Corporation for the Golf Course Irrigation Project.

Exhibit: Agenda Item No. 7

Recommendation: Recommended motion is to approve Resolution No. 2024-040.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

8. **2024 Legislative Session Summary** – City Attorney Dylan Brandenburg
9. **Old Business**
10. **Departmental Monthly Activity Reports** - Presented for information only.
11. **Comments from Interim City Manager**
12. **Comments from City Attorney**
13. **Comments from the City Commission**

Adjournment

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

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

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

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

Mary K. Combass, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
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CITY COMMISSION BUDGET WORKSHOP
Monday, August 7, 2023

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, August 7, 2023. The workshop was called to order at 3:00 p.m. by Vice Mayor Thompson. Director of Operations Danny Williams led the audience in the Lord's Prayer and the Pledge of Allegiance.

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

Personnel present: City Manager Randy Martin, Library Director Natasha Hayes, Finance Director Shari Howell, Director of Operations Danny Williams and Assistant Utilities Director Lynne Mila.

Visitors present: Grant Gale

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. Library Roof Evaluation and Recommendation** – Director Williams introduced Grant Gale with The Garland Company and reported that he sought professional expertise and engaged The Garland Company, Inc. to evaluate all the city facilities that are experiencing roof leakage. Manager Martin pointed out that tonight's focus is on the library roof but a detailed report on each facility will be shared at a later workshop. Mr. Gale reviewed his evaluation of the library roof and the bidding process. Based on the detailed on-site evaluation of the library, the recommended improvements will be between \$415,000 and \$497,000. Recommendation by The Garland Company, Inc. was to conduct a nuclear scan on the John Boy Auditorium, Community Development building and the library. Discussion followed to possibly do a temporary seal to allow time to go through the bidding process to get the permanent job done on the three buildings.
- 2. Electric Fund** – Director of Operations Williams began the discussion with Electric Transmission and stated that the older lines are in the process of being changed out. He next commented on the need for vegetation removal services to harden our system. He stated the distribution poles were counted with the final count of 2,300 which is a lot

more than what we thought within the city. After further comments, Assistant Utilities Director Lynne Mila commented on the meter boxes being replaced with “smart” meters. She stated that employees will be rearranged to other tasks once meter reading is no longer required.

Revenues – The revenues were reported to be stable.

Departmental Review – The overall budget was projected to be decreased for FY2023-2024.

3. **Electric Fund Capital Improvement Plan** – The five (5) and a ten (10) year plans for capital improvement were reviewed.
4. **Water & Sewer Fund Update** – Finance Director Howell said the water revenue calculation is based on estimated annual water used per 1,000 gallons. She reviewed the depiction for the water consumer allocation. There most likely will not be very many new customers in the coming year. Sewer revenues are approximately plus 3% this year. Director of Operations Williams commented on the Water Treatment Plant budget. The chemical pump five (5) year change out will increase. Because it can take six (6) months or more to get a pump, the plan is to keep them in stock. They are looking to purchase a vehicle and lab equipment for the Sewer Treatment Plant. Clewiston has some of the lowest water/sewer rates in South Florida and the State of Florida.
5. **Other Budget Updates** – A 5% increase for employee health insurance, 0% increase for employee dental insurance, 21% reduction in employee vision insurance and 0% increase in life insurance, AD&D and Long term disability insurance was reported.
6. **Commission Comments and Discussion** - none

Mayor Pittman declared the workshop adjourned with unanimous consensus of the commission members present at 5:38 p.m.

Greg Thompson, Vice Mayor

Mary K. Combass, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION BUDGET WORKSHOP
Monday, August 14, 2023

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, August 14, 2023. The workshop was called to order at 3:00 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 Randy Martin, Finance Director Shari Howell and Director of Operations Danny Williams

Visitors present: none

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

- 1. Solid Waste Fund** – Director Howell distributed and reviewed the summary sheets for the Solid Waste Fund starting with the residential numbers. She reported that the city had 2,571 tippers in service, 31 additional and 28 special rate tippers. At the current monthly rate of \$31.08 per residence, the total is \$80,505. Annual revenue is \$952,066.55. The commercial container sizes are 2, 4, 6 & 8 cubic yards. Currently, there are 54 #2, 71 #4, 42 #6 and 14 #8 in service at a base rate for initial pickup of \$15.54 x size for a monthly total of \$140,979. There are approximately 5,787 units billed at \$12.27 for an annual total of \$852,078. The total budget revenues for Solid Waste are \$2,038,553.

Lee County sets the disposal fees for the city. Currently (Oct. – Dec.) the rate is \$83.57 per ton. On January 1, the rate will increase 4.3% to \$87.17 per ton. Discussion followed regarding the trucks. Director Williams spoke about the fleet and funds set aside each year to be able to pay for new equipment. Right now, he said, they use one truck weekly – Monday and Thursday pickup is on the North side and on Tuesday and Friday, they pick up the South side. This way, the crew can get done and have the truck cleaned by 3:00 each day. This process gives them a spare truck for when one might need servicing. They should have a new fleet by 2027 according to Director Williams. Commissioner Gardner asked about collecting the funds due by contractors regarding roll offs. Director Williams stated he would have City Attorney Brandenburg draft a letter to send to any contractor still owing money. Vice Mayor

Thompson said no contractor owing money should be allowed to have a roll off until all back dues are paid in full.

2. **Mosquito Control General Fund** – Director Howell reported that there are 2,931 accounts for mosquito control currently being billed at \$7/account for a total of \$27,518 per month for an annual total of \$330,216 per year. In taking the FDOT contract of \$18,592 per year, the total is \$349,168. City Manager Martin stated that the city has researched companies and found a new one that will spray when asked, not at midnight when there are no mosquitos.
3. **Public Works General Fund** – Director Howell reviewed the employees and the breakdown of how they're paid. Director Williams stated there are a lot of repairs that are needed because it's been a while. He's trying to get these repairs done in house and is requesting another person for this purpose. Also, Director Williams is requesting a certified mechanic because they are sending trucks out to be fixed and that is quite expensive. Director Howell has estimated funds rolled over for overlays that were not completed. City Manager Martin reviewed state funding for the projects on the main thoroughfares and going forward more than one year. The goal is to apply for grants going out five or six years. This excludes that DOT funding. Director Howell said that going forward, in the future, there may have to be an assessment or fee to cover storm water expense which is not part of the streets & sidewalk revenue presently. There is a plan to replace all the culverts on Alverdez Avenue at an approximate cost of over \$3,000,000. There needs to be a revenue item to cover this cost. Director Howell said that the street lighting is the same at \$96,300.
4. **Public Works – Capital Improvement Plan Review** – Director Williams reviewed the Capital Improvement Plan (CIP) and stated that there will be future needs for items that will be spaced out as budget allows.
5. **Roof Assessment Update** – City Manager Martin stated that funding for a full replacement of the library roof will pretty much wipe out the ARPA funding. The consultant suggested scans of the other roofs so funding can be pursued. He is exploring monies from FEMA for the walls in Community Development and the Police Department as those particular problems are storm related. Based on the estimates from the consultant, the cost is around \$1.3 to \$1.5 million if done within a reasonable timeframe as to not have to deal with project cost increase, most likely within a year. He's working with the county for Harlem. Director Reese is researching a 75' ladder truck. Mr. Martin's recommendation for this upcoming legislative session from the state is approximately \$5,000,000.
6. **Other Budget Updates** – Director Howell clarified a budget item from the last workshop where she had stated that there was no increase in the life insurance. Because of the claim history, there has been an 8.3% increase which works out to .325 per 1,000 instead of .30 per 1,000. City Manager Martin mentioned Director Howell and her staff for getting the audit done on time which not many others have accomplished. He stated the auditor will be at the next regular commission meeting on August 21, 2023. He then mentioned that the Commission needs to be aware that the salary increase the state is building toward will impact the budget significantly.

- 7. Commission Comments and Discussion** – A budget workshop was scheduled for Monday, August 21 at 3:00 p.m.

Public Comments - none

Adjournment

Mayor Pittman declared the workshop adjourned with unanimous consensus of the members present at 5:14 p.m.

James Pittman, Mayor

Mary K. Combass, City Clerk



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CITY COMMISSION BUDGET WORKSHOP
Monday, August 21, 2023

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, August 21, 2023. The workshop was called to order at 3:00 p.m. by Mayor James Pittman. Mayor Pittman deferred the invocation and the Pledge of Allegiance until the regular meeting at 5:00 p.m.

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, Finance Director Shari Howell, Director of Golf Robbie Rush and Recreation Director Lauren McGinnis.

Visitors present: None

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

- 1. Golf Course Operating & CIP Review**– Director Howell distributed and reviewed the summary sheets for the Golf Course revenues. She stated the 2024 proposed budget is based on 2023 percentages for type of play. The proposed revenue for 2024 is \$401,283 based on 13,530 rounds of play. Director Rush discussed the need for a full time mechanic. He graduates the greens mowers to tees mower. Palm Beach County has a weekly surplus equipment option as well to explore possibilities.
- 2. Recreation** – Director McGinnis reported that she is requesting to fill a position to aid with the amount of duties required to run an efficient Youth Center and Recreation Department and possibly eliminate overtime of the current staff member. Director McGinnis reported that she could not find a part time person to do the cleaning which was desperately needed and the John Boy Auditorium needed a new ice maker and she is looking at the option of renting versus the cost of buying and maintaining.
- 3. Community Redevelopment Agency** – postponed until next meeting on Monday, August 28, 2023.
- 4. Other Budget Updates** – postponed until next meeting on Monday, August 28, 2023.
- 5. Commission Comments and Discussion** – The next workshop was scheduled for Monday, August 28th at 3:00 p.m.

Public Comments - none

Adjournment

On motion by Commissioner Gardner, Mayor Pittman declared the workshop adjourned with unanimous consensus of the members present at 4:51 p.m.

James Pittman, Mayor

Mary K. Combass, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION BUDGET WORKSHOP
Monday, September 7, 2023

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, September 7, 2023. The workshop was called to order at 3:00 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 Randy Martin, Finance Director Shari Howell and Director of Operations Danny Williams

Visitors present: none

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

- 1. Other Budget Updates – Review of Budgeted Workers Comp and Property & Casualty Insurance Premium** – City Manager Martin reviewed the details of a meeting he had with the PRM (Public Risk Management) team and reported that there will be a lower increase than anticipated. Director Howell added that the workers comp insurance had a 13% decrease going forward.
- 2. Tentative Budget – High-lights of Management Review for Recommendations** – City Manager Martin reviewed the management recommendations with additional ARPA funding for Capital Requests and recommended reducing new position requests due to the State of Florida minimum wage increasing to \$15/hour by 2026 to avoid millage increase in taxes. The goal is to try to keep the millage rate the same. He feels they've made major strides toward balancing the budget and the city is in good shape for any emergencies that may happen. Director Howell has been conservative on budget and revenue, learning from the past and not repeating problems. Director Howell stated that the Electric Fund revised contingency fund recommendation is \$157,569 with reduced new position requests and Operating, including Employee Benefit Estimates and Insurance Premium Estimates to Actual. She went on to review Water/Sewer and Solid Water Funds revised contingencies at \$15,620 and \$8,768 respectively with reduced Employee Benefit Estimates and Insurance Premium Estimates to Actual.

3. **Community Redevelopment Agency – CRA & CRA Expansion** – Director Howell explained there are two areas in the Community Redevelopment Area – the CRA and the CRA Expansion. The TIF (Tax Increment Financing) is a funding tool where future tax increases within a designated area(s) are utilized for redevelopment, infrastructure and other community projects to combat blight and/or create revitalization with the designated area.
4. **Commission Comments and Discussion** – Commissioner Gardner thanked City Manager Martin and Director Howell for their hard work in preparing the FY 2024 budget.

Adjournment

Mayor Pittman declared the workshop adjourned with unanimous consensus of the members present at 4:47 p.m.

James Pittman, Mayor

Mary K. Combass, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP
Monday, September 26, 2023

The City of Clewiston City Commission held a workshop in the City Hall Commission Chambers, Tuesday, September 26, 2023. The workshop was called to order at 3:03 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, Assistant Utilities Director Lynne Mila and City Attorney Dylan Brandenburg

Visitors present: Jerry Cochrane, Agnes Gonzalez, Erica Hernandez, Leonard Mou and Filomeno Ortiz

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

- 1. Outstanding Liens Code Enforcement report** – Code Enforcement Officer Debbie Clay commented on the outstanding liens report and explained that there are older and more recent liens for residential and commercial properties. Commissioner Gardner asked how much longer these decade long liens are going to continue before we start the foreclosure process. Attorney Brandenburg's response was that there is a lien forgiveness program that owners can request if they desire to. Letters can be sent to all of the open cases that are still accruing without compliance.
- 2. RV & Trailer Code Enforcement report** – Code Enforcement Officer Clay's observations are that Chapter 50 is not clear regarding all the different types of RV, motorhomes, trailers and like vehicles. Boat trailers are allowed to be parked in the driveway by code but RV & motorhomes must be located 60 feet behind the front setback of the property. There are properties in areas of the city that are too small to meet this code. Code Enforcement Officer Clay requested a possible adjustment to the ordinance so that she can be fair and consistent throughout the city.

3. **Operation of Golf Carts on Designated City Streets** – State law prohibits anyone under the age of 18 to operate a golf cart unless they have a valid driver’s license. Police Chief Lewis would like to see a voluntary registration of all golf cart owners in the city.
4. **Mobile Food Vendors** – City Attorney Brandenburg stated that food vendors must be compliant with Chapter 58 of the state statute regarding types of operation. Discussion followed about allowing food vendors to set up on certain days in a designated area instead of just anywhere. It was also suggested that the ordinance be modified to comply with the state as the city code is outdated. Agnes Gonzalez, Leonard Mou and Filomeno Ortiz all spoke that they have all their licenses from the state and city and would like to be allowed to sell their goods maybe on Monday and Tuesdays from 11 a.m. to 8 p.m. each week or similar times.
5. **Adult Arcade/Gaming Establishments report** – Police Chief Lewis stated that the laws governing arcade/gaming establishments in the entire state of Florida are extremely complicated. There are two ways to regulate – criminal and local. There are games of skill where you can control the outcome and games of chance such as slots/roulette. All businesses in the city need a Business Tax Receipt (BTR) so it was suggested that each year when the BTR’s are issued that Community Development and the City Manager should inspect each business for compliance. Erica Hernandez spoke to the undesirable clientele that frequent these establishments. She would like better police presence. Chief Lewis advised that citizens should always call the station when they see unsavory activity anywhere in the city.
6. **Commission Comments and Discussion** – none

Public Comments - none

Adjournment

Mayor Pittman declared the workshop adjourned with unanimous consensus of the members present at 6:26 p.m.

James Pittman, Mayor

Mary K. Combass, City Clerk



EVENT APPLICATION

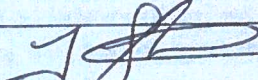
City of Clewiston

115 W. Ventura Ave.
Clewiston, FL 33440

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

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

Date of Event: 10/19/2024	Applicant's Name: Jenard Similien	Event: Clewiston High School Cross Country Meet
Mailing Address: 1501 South Francisco St.	City: Clewiston	State/Zip Code: FL 33440
Telephone No. 321-662-3516	Email Address: similienj@hendry-schools.net	Fax No.
Representative to Contact: Jenard Similien		Telephone No.
Site/Facility for Event: See attached map	Time Event Starts: 7:30 a.m.	Will Street be Closed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Estimated No. of Attendance: 100+	Time Event Ends: 10:30 a.m.	Beginning Time: 7:30 a.m.
		Ending Time: 10:30 a.m.
Description of Event: running through John Roy Auditorium and Sugarland Park Sports Complex		
Will Food be Served? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will Alcohol be Served? * <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Are Dumpsters Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is Electricity Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minimum of (2) officers required* Officers x \$35/\$50 = \$	Mandatory Cleaning Fee (Determined by type of Event): \$
Any other City Service/Equipment Needed? If Yes, explain: Road Blocks		City Supervisors Needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Supervisors @\$20 per hour = \$
The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.		

Applicant's Signature:  Date: **5/22/24**

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?
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Remarks:

Revised 10/17/11

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

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston High School Cross Country Meet

Date(s) of Event: 10/19/24 Estimated Attendance: 100+ per day

Times of Event: 7:30 to 10:30 Set-up: 7:00 Breakdown: 11:00 am
am am am

Event Location: start @ CHS → John Boy → Sugarland Sports Complex
(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

↓
CHS

SPECIFIC TYPE OF EVENT (Check all that apply):

- | | | | |
|--|---|--|---|
| <input checked="" 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 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: FHSAA Cross Country Meet

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

☐ Gas ☐ Electric ☐ Charcoal ☐ Other: NO

Will any of the following event staging items be used?

<input type="checkbox"/> Canopy(ies)	Quantity: <u>N/A</u>	Sizes(s) LxWxH: <u>N/A</u>
<input type="checkbox"/> Stage(s)	Quantity: <u>N/A</u>	Sizes(s) LxWxH: <u>N/A</u>
<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: Clewiston High School

Contact Name: Jehard Similien

Phone: 321-662-3516 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): Jehard Similien Signature: [Signature]

Mailing Address: 1501 South Francisco Street

Phone: 321-662-3516 Cell: _____

Email: similien.j@hendry-schools.net

**SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT**

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

Clewiston High School to be held on 10/19/24
(Name of Event) (Date of Event)
Cross Country Meet

Jenard Similien
Name of sponsoring Individual(s) or Organization/Group

1561 South Francisco Street
Address

321-662-3516
Phone No. (include Area Code)

similienj@hendry-schools.net
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, Jenard Similien, warrant that I have authority to bind Clewiston High School
(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

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

Kathy Combass

From: JENARD SIMILIEN <similienj@hendry-schools.net>
Sent: Wednesday, May 22, 2024 12:33 PM
To: Kathy Combass; Tito Nieves; Ashly Sergeant
Cc: JENARD SIMILIEN
Subject: [External]2024 Clewiston High School Cross Country Sugar Run
Attachments: ClewistonXC24.pdf

Afternoon All! Clewiston High School Cross Country Program has attached our application for our 2024 CHS XC Sugar Run.

- Instead of using any city facilities, we are running around John Boy Auditorium & through Sugarland Park. This means we are requesting 2 police officers for Saturday, 10/19 from 7:30-10:30am.
- [Click on the link for the route](#) and use the route for the details below.

First, we need both officers on Sonora Ave at

- Checkpoint #2 / 11
- Checkpoint #3

Next, they will move to W.C. Owens, to block off traffic at:

- Checkpoints #5 & #8 (entrance & exit to John Boy)
- Checkpoint #9

Lastly, they will come back to Sonora Ave to block off traffic at

- Checkpoint #2 / 11

The steps above will happen twice for two races. In addition to the officers, we will need 5 road block equipment from the Road Department like last year.

I hope this information helps clarify anything. If you have any questions or concerns, please do not hesitate to reply to this email or text/call me at 321-662-3516.

Hope to hear from you soon,

--

J.Similien
Clewiston High School
English 4 Teacher
Boys Head XC / Track&Field Coach
Yearbook Sponsor
"The beautiful thing about learning is nobody can take it away from you."
-B.B. King



CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT G
Commission Meeting Date: June 17, 2024

Subject: Resolution No. 2024-036

- 1. Background/History:** Resolution No. 2024-036 approves the use of funds through the FY2023 Edward Byrne Memorial JAG Program. The City of Clewiston's FY 2023 direct share of these funds amounts to \$2,054.00.

The Police Department intends to use the funds obtained through this grant to purchase equipment to enhance criminal investigative capabilities by acquiring forensic and investigative equipment; more specifically: 1 DSLR Camera Kit, 1 Pelican 1510 Case, 2 Sony ICD-TX660 Voice Recorders, 1 Standalone USB Cloner/Eraser, 1 Portable Fuming Chamber Kit, 1 CYANOWAND Kit, and 1 65" Onn TV/Monitor. Amounts over the approved grant funding will be covered by internal Police Department funding methods.

- 2. Financial Impact:** None – grant funded
- 3. Attachments:**
- a.** Resolution No. 2024-036
 - b.** Edward Byrne Memorial JAG Program Budget Narrative
 - c.** Purchase Quote(s)
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-036.

RESOLUTION 2024-036

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE USE OF FUNDS IN THE AMOUNT OF \$2,052.35 THROUGH THE FY2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM TO PURCHASE FORENSIC AND INVESTIGATIVE EQUIPMENT TO ENHANCE THE CLEWISTON POLICE DEPARTMENT'S CRIMINAL INVESTIGATIVE CAPABILITIES.

WHEREAS, the City of Clewiston Police Department is the primary law enforcement authority for the City of Clewiston, Hendry County, Florida; and

WHEREAS, the Clewiston Police Department wishes to use funds in the amount of \$2,052.35 obtained through the Edward Byrne Memorial JAG Program to purchase equipment to enhance criminal investigative capabilities by acquiring forensic and investigative equipment; more specifically: 1 DSLR Camera Kit, 1 Pelican 1510 Case, 2 Sony ICD-TX660 Voice Recorders, 1 Standalone USB Cloner/Eraser, 1 Portable Fuming Chamber Kit, 1 CYANOWAND Kit, and 1 65" Onn TV/Monitor. for its technology improvement program from Communications International, Inc. pursuant to Quotation Number QO0026296 dated July 31, 2023.

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

SECTION 1. The City Commission authorizes the use of funds in the amount of \$2,052.35 obtained through the Edward Byrne Memorial JAG Program to purchase equipment to enhance criminal investigative capabilities by acquiring forensic and investigative equipment pursuant to the attached quote.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 17th day of June, 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

Project Title: FY2023 JAG – Direct (JAGD)

Project Goals:

Clewiston Police Department (CPD)

The Clewiston Police Department is the primary law enforcement authority for the City of Clewiston, Hendry County, Florida. Clewiston is a 4.68 square mile rural community located 60 miles west of West Palm Beach, Florida and 60 miles east of Fort Myers, Florida, with a residential population of 7,198 (City-data.com).

- The City of Clewiston seeks to utilize the Federal Fiscal Year 2023 Justice Assistance Grant (JAG-Direct) Program to enhance its criminal investigative capabilities by acquiring forensic and investigative equipment. This project is an ongoing part of modernizing and enhancing the collection, documentation and preservation of evidence handled by members of the criminal investigation division. This purchase will significantly improve the efficiency and effectiveness of our investigative processes, enabling us to solve crimes faster and more accurately, ultimately ensuring a safer community.

Strategies:

- The City of Clewiston will assign a project manager that will oversee the purchasing of the maintenance contract, equipment and training, in compliance with grant guidelines and procurement standards.

Project Identifiers

- Purchase of a Onn branded TV/ Monitor, DSLR Camera Kit, Pelican Storage Case, Sony ICD Voice Recorders, USB Cloner/ Eraser, Portable Fuming Chamber, and Cyanowand.

Budget Narrative:

The City of Clewiston Police Department intends to use the funds obtained through this grant to purchase the following items:

DSLR Camera kit includes a Cannon EOS digital camera, standard and wide-angle lenses, multiple lens filters, two 64 GB memory SD storage cards, storage case for SD cards, USB SD card reader, two rechargeable batteries, wall charger for rechargeable batteries, cleaning kit, carrying strap, adjustable height tripod, soft carrying case, and flash with bracket. This item aims to provide our crime scene investigators with the tools necessary to capture detailed and accurate visual records, ultimately supporting better investigative outcomes and successful prosecutions.

Pelican 1510 Case is essential for the police department to enhance the protection and portability of our crime scene equipment. This will improve the longevity and reliability of our forensic tools and contribute to higher quality crime scene investigations.

Sony ICD-TX660 Digital Voice Recorder will provide reliable, high-quality audio documentation, facilitating better investigative outcomes and supporting the judicial process. This will upgrade our current devices to a higher quality digital voice recorder with advanced features such as noise reduction, long battery life, and ample storage capacity.

Startech Standalone USB Flash drive cloner / eraser is needed due to the modern era of digital crime, the ability to efficiently clone and erase data from USB devices is critical for the integrity and effectiveness of digital forensic investigations. The advanced tools and features will enhance our digital forensics capabilities, ensuring accurate data preservation, secure data wiping, and overall improved investigative outcomes.

Portable Cyanoacrylate Fuming Chamber Kit will allow for on-site processing of fingerprints, preserving evidence integrity and enhancing our investigative capabilities. The current fingerprint development methods are limited and often require evidence to be transported to a central lab, causing delays and potential degradation of evidence.

Cyanowand Devices will provide an advanced tool that utilize cyanoacrylate-fuming technology for rapid and precise fingerprint development. These devices will significantly enhance our capability to process fingerprints at crime scenes and in the lab, ensuring high-quality evidence collection and analysis.

Onn 65 inch television monitor will allow for analyzing surveillance footage, digital photographs and has the ability to monitor real-time information from multiple sources, including surveillance feeds, geographic information systems (GIS), and emergency response data.

Item	Quantity / Cost	Total
DSLR Camera Kit	1/ \$649.00	\$649.00
Pelican 1510 Case	1/ \$252.95	\$252.95
Sony ICD-TX660 Voice Recorder	2/ \$104.43	\$208.86
Standalone USB Cloner/Eraser	1/ \$131.66	\$131.66
Portable Fuming Chamber Kit	1/ \$301.41	\$301.41
CYANOWAND Kit	1/ \$210.47	\$210.47
65" Onn TV/Monitor	1/ \$298.00	\$298.00

Total Requested – \$2,052.35

Approved Amount – \$2,054.00

Any amounts over the approved Grant Funding for shipping or freight delivery will be covered by internal Police Department funding methods.

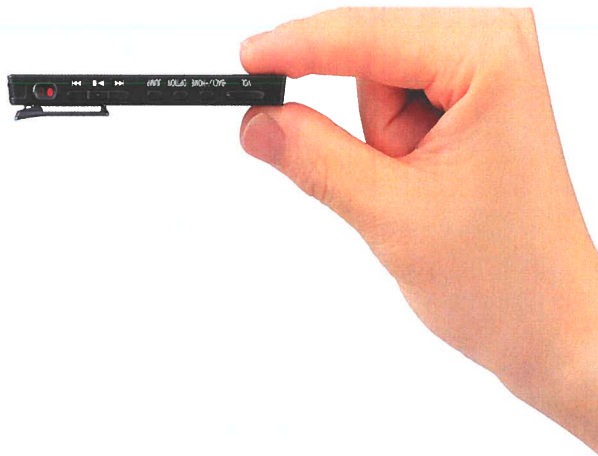
FY2023 JAGD Item Quotes

Item	Vendor link	Quantity / Cost	Total
DSLR Camera Kit	https://tinyurl.com/ajfxhbfe	1/ \$649.00	\$649.00
Pelican 1510 Case	https://tinyurl.com/bdzhfw3j	1/ \$252.95	\$252.95
Sony ICD-TX660 Voice Recorder	https://tinyurl.com/yc67v6x8	2/ \$104.43	\$208.86
Standalone USB Cloner/Eraser	https://tinyurl.com/mus8wzx9	1/ \$131.66	\$131.66
Portable Fuming Chamber Kit	https://tinyurl.com/39snd9zr	1/ \$301.41	\$301.41
CYANOWAND Kit	https://tinyurl.com/2sz3j72z	1/ \$210.47	\$210.47
65" Onn TV/Monitor	https://tinyurl.com/mrxp6uku	1/ \$298.00	\$298.00

Total Cost \$2,052.35



Canon EOS Rebel T7 DSLR
Camera Bundle w/ Canon EF-S
18-55mm 1:3.5-5.6 IS II Lens
+ 3pc SanDisk 64GB Memory
Cards, Micro-Angle Lens,
Telephoto Lens, 1pc.



Configurable Duplication and Erase Modes



Duplication Modes
Clone up to 2 drives simultaneously.

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Erase Modes
Erase up to 2 drives simultaneously.

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- 2 Single-Pass Overwrite
- 3 3 Pass Overwrite

HIST SP 800-88 Rev 1 Compliant

FY2023 JAGD Item Quotes



Best seller Popular pick for onn 65 TVs

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CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: June 17, 2024

Subject: Ordinance No. 2024-06 – First Reading

- 1. Background/History:** Ordinance No. 2024-06 amends the Clewiston Code of Ordinances, Chapter 74, Utilities, Article I. – In General; Creating Section 74-14. – Meter Tampering.
- 2. Business Impact Statement:** Ordinance No. 2024-06 is necessary for the proper administration of the City to provide regulations and penalties codifying the offense of tampering with City utility meters. There is no economic impact on businesses and no compliance cost.
- 3. Financial Impact:** N/A
- 4. Attachments:**
 - a.** Ordinance No. 2024-06
- 5. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2024-06 on first reading and set the public hearing for July 15, 2024.

ORDINANCE NO. 2024-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 74, UTILITIES, ARTICLE I. – IN GENERAL; CREATING SECTION 74-14. – METER TAMPERING; 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 it is necessary for the proper administration of the City to provide regulations and penalties codifying the offense of tampering with City utility meters.

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 74, Utilities, Article I. – In General, Section 74-14. – Meter Tampering is hereby created to read as follows:

Sec. 74-14. – Meter Tampering.

- (a) **Tampering; theft of electrical service.** All electricity consumed on customer premises shall be metered through city utility meters. It shall be a violation of this chapter to install any device intended to bypass city utility meters or to tamper in any way with city utility meters. The property owner or tenant shall in no way interfere with the proper operation of the city's meters to evade payment for ~~water or~~ electrical service. It shall be unlawful to break, damage, or remove a meter from its mounting ~~device~~. In the event of a violation of this article, City shall assess an average electric service bill for such period as it has been established that the user has been receiving service without payment for such service. In addition, the customer shall pay reconnection fees and any other applicable charges as well as a tampering fine under the following schedule:

- (1) For residential meters:
 - a. 1st Offense: \$500.00 dollars.
 - b. 2nd or subsequent offense: \$1000.00 dollars.
- (2) For commercial meters:
 - a. 1st Offense: \$2500.00 dollars.
 - b. 2nd or subsequent offense: \$5000.00 dollars.

(b) **Tampering; theft of water service.** It shall be unlawful for any person, except an authorized employee of the city, to open or operate any fire hydrants, gate valves, or to tamper with, or damage any part of the waterworks, equipment, signals, shutoff boxes, meter boxes, meters or service shutoff cocks, except in the case of accident or for necessary repairs. It shall be a violation of this chapter to install any device intended to bypass city water service utility meters or to tamper in any way with city utility meters. The property owner or tenant shall in no way interfere with the proper operation of the city's meters to evade payment for water service. In the event of a violation, the customer shall pay reconnection fees and any other applicable charges as well as a tampering fine under the following schedule:

(1) For residential meters:

- a. 1st Offense: \$500.00 dollars.
- b. 2nd or subsequent offense: \$1000.00 dollars.

(2) For meters 1.5" or larger:

- a. 1st Offense: \$2500.00 dollars.
- b. 2nd or subsequent offense: \$5000.00 dollars.

Any water service may be discontinued by the City for any interference or tampering, whether by act or commission or omission, with the meter measuring the water supply, or with the seals of any meter, or with any other portion of the water system which was or is required by the department for controlling or regulating the water service.

Secs. 74-15 - 74-44. – Reserved.

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 _____, 2024.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 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
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: June 17, 2024

Subject: Ordinance No. 2024-07 – First Reading

- 1. Background/History:** Ordinance No. 2024-07 amends the Clewiston Code of Ordinances, Chapter 2, Administration, Article III – Purchasing Procedures; Section 2-78. – Purchasing Thresholds.
- 2. Business Impact Statement:** Ordinance No. 2024-07 is necessary for the City to update/increase the purchasing thresholds to increase our ability to procure necessary goods and services more efficiently. There is no economic impact on businesses and no compliance cost.
- 3. Financial Impact:** N/A
- 4. Attachments:**
 - a.** Ordinance No. 2024-07
- 5. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2024-07 on first reading and set the public hearing for July 15, 2024.

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION ARTICLE III – PURCHASING PROCEDURES; SECTION 2-78. – PURCHASING THRESHOLDS.; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICT; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, changes in the economy, i.e. inflation, supply chain disruptions, shortages, etc., have made it apparent that the City needs to revisit its purchasing policies to overcome these issues. Construction costs have increased substantially, the difficulties obtaining new fleet vehicles, and the various city departments' lead time for necessary equipment all point to the need for the City to update/increase the purchasing thresholds to increase our ability to procure necessary goods and services more efficiently; and

WHEREAS, the City Charter at section 6.06. – Purchasing authorizes the City Commission to establish by ordinance, contract execution limits for the City Manager; and

WHEREAS, the City Commission desires to increase the City Manager's contract execution authority from \$25,000.00 to \$100,000.00 under said Charter authority; and

WHEREAS, the City Commission of the City of Clewiston, Florida, has determined that the code amendment contained in this ordinance will be in the best interests of the citizens of the City of Clewiston.

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 2, Article III. – Purchasing Procedures, Section 2-78. – Purchasing thresholds is hereby amended to read as follows:

Sec. 2-78. - Purchasing thresholds.

- (a) Purchases in amounts of over \$5,000.00 but not exceeding ~~\$25,000.00~~ \$100,000.00 may be effected without advertising, but will require written quotes, including fax transmissions and/or emails from prospective vendors which may be obtained by the using department. At least three written quotes shall be obtained if practicable. Purchases less than \$5,000.00 may be by documented verbal quote. In all instances, the city finance director shall have the right to require adequate documentation to ensure that bids are fairly acquired and that a competitive environment is maintained.

- (b) Purchases exceeding ~~\$25,000.00~~ \$100,000.00 shall require public advertising in a newspaper of local circulation and advertising by posting in two conspicuous places in the city limits. Purchases shall be made according to the requirements for the method of purchasing used under section 2-79.
- (c) The city shall require that successful bidders provide bid bonds, performance bonds, labor and/or material bonds, or other appropriate types of bonds at the commission's discretion. ~~In connection with any awarded contract in excess of \$25,000.00 for material, equipment, work or services, ten percent of the contract amount shall be withheld subject to final approval by the city commission of material, equipment, work or services provided under the terms of such contract.~~
- (d) The city commission's approval shall be required for award of all contracts for material, equipment, work or services in excess of ~~\$75,000.00~~ \$100,000.00 for all budgeted items, and in excess of \$25,000.00 for non-budgeted items. Budgeted purchases of ~~\$75,000.00~~ \$100,000.00 or less may be approved by the city manager, if approved in writing in advance by the finance director and the city attorney. In all instances, the purchasing methods of section 2-79 must be used for all purchases in excess of \$5,000.00.

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 June 17, 2024.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 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
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: June 17, 2024

Subject: Resolution No. 2024-037

1. **Background/History:** Resolution No. 2024-037 authorizes the modification of the Tyler Technologies Enterprise Software Agreement to a cloud based solution for a \$32,946 annual increase.
2. **Financial Impact:** \$32,946
3. **Attachments:**
 - a. Resolution No. 2024-037
 - b. Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-037.

RESOLUTION NO. 2024-037

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MODIFICATION OF THE TYLER TECHNOLOGIES ENTERPRISE SOFTWARE AGREEMENT TO A CLOUD BASED SOLUTION FOR A \$32,946 ANNUAL INCREASE AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AMENDMENT.

WHEREAS, the upgrade will address IT security concerns related to on-site maintenance and will also address accessibility issues for key employees and City Commissioners and;

WHEREAS, the City now desires to modify the Tyler Technologies Service Agreement for the additional annual amount of \$32,946 per the Software As A Service Agreement.

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

SECTION 1. The City Commission hereby authorizes modification of the Tyler Technologies Service Agreement for a total additional annual amount of \$32,946.

SECTION 2. The Mayor and City Manager are hereby authorized to execute the amendment.

PASSED and ADOPTED by the City Commission of the City of Clewiston on this 17th day of June 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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Clewiston, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- “Invoicing and Payment Policy” means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- “Order Form” means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- “SaaS Fees” means the fees for the SaaS Services identified in the Investment Summary.
- “SaaS Services” means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “SLA” means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- “Support Call Process” means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- “Third Party Hardware” means the third party hardware, if any, identified in the Investment Summary.
- “Third Party Products” means the Third Party Software and Third Party Hardware.
- “Third Party SaaS Services” means software as a service provided by a third party, if any, identified in the Investment Summary.
- “Third Party Services” means the third party services, if any, identified in the Investment Summary.
- “Third Party Software” means the third party software, if any, identified in the Investment Summary.
- “Third Party Terms” means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- “Tyler” means Tyler Technologies, Inc., a Delaware corporation.
- “Tyler Software” means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. **SaaS Services.**
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. **Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. **Maintenance and Support.** For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
- 9.2 provide support during our established support hours;
- 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
- 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
- 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. **General Indemnification.**
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.
15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Quarantining of Client Data.** Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. **Data & Insights Solution Terms.** Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. **Contract Documents.** This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Clewiston, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Clewiston
115 West Ventura Avenue
Clewiston, FL 33440
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
 City of Clewiston
 115 W Ventura Ave
 Clewiston FL 33440-3709

Quoted BY Tami Bates
Quote Expiration 11/30/24
Quote Name

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Core Financials	\$ 12,825
Fixed Assets	\$ 968
Inventory Control	\$ 1,744
Human Resources Management (Includes Position Budgeting)	\$ 8,878
Project Accounting	\$ 2,713
Purchasing	\$ 3,294
Accounts Receivable	\$ 1,744
ERP Pro 10 Customer Relationship Management Suite	
Utility Billing Electric/Water/Gas	\$ 15,114
Additional Handheld Meter-Reader Interface	\$ 1,550
Cashiering	\$ 3,488
Additional Handheld Meter-Reader Interface	\$ 1,517

Tyler Annual Software – SaaS	
Description	Annual
Work Orders	\$ 3,391
Meter Data Sync with Scheduler	\$ 4,550
Sales Tax	\$ 1,550
ERP Pro Community Development Suite	
Code Enforcement	\$ 3,100
Licensing	\$ 2,920
Permitting	\$ 2,325
TOTAL:	\$ 71,671

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 71,671
Total Tyler Services		
Summary Total	\$ 0	\$ 71,671
Contract Total	\$ 71,671	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.

Utility Billing Electric/Water/Gas

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Cashiering

Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning

- Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products and Hardware.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. **Client Relief**

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: June 17, 2024

Subject: Resolution No. 2024-038

- 1. Background/History:** Resolution No. 2024-038 authorizes the Mayor to sign the State of Florida Department of Transportation Small County Outreach Program (SCOP) Agreement to provide funding for the design, construction, and CEI of the milling and resurfacing of North Francisco Street from US27/US80 to Herbert Hoover Dike Road.
- 2. Financial Impact:** \$1,231,795.00 – Grant Funding
- 3. Attachments:**
 - a.** Resolution No. 2024-038
 - b.** Florida Department of Transportation State-Funded Grant Agreement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-038.

RESOLUTION 2024-038

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO SIGN THE SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, WHICH AGREEMENT PROVIDES FUNDING FOR THE DESIGN, CONSTRUCTION, AND CEI OF THE MILLING AND RESURFACING OF NORTH FRANCISCO STREET FROM US27/US80 TO HERBERT HOOVER DIKE ROAD WITHIN THE CITY OF CLEWISTON; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Small County Outreach Program ("SCOP") has been created within the Florida Department of Transportation ("FDOT") to provide funds to municipalities within rural areas of critical concern for resurfacing or reconstructing roads; and

WHEREAS, the City of Clewiston desires to resurface North Francisco Street from US27/US80 to Herbert Hoover Dike Road; and

WHEREAS, FDOT desires to provide funding to the City for the design, construction, and CEI of the milling and resurfacing of North Francisco Street from US27/US80 to Herbert Hoover Dike Road; and

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

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

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

SECTION 1. The City Commission of the City of Clewiston hereby authorizes its Mayor to execute the State of Florida, Department of Transportation Small County Outreach Program Agreement to provide funding for the design, construction, and CEI of the milling and resurfacing of North Francisco Street from US27/US80 to Herbert Hoover Dike Road ("Agreement"), which Agreement is attached hereto.

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

PASSED and ADOPTED by the City Commission of the City of Clewiston this 17th day of June, 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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
12/23

FPN: <u>454026-1-54-01</u>	Fund: <u>SCRC</u> Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>07</u>	Contract No: _____	Vendor No: <u>F596000291014</u>

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

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

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

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the milling and resurfacing of North Francisco Street from US 27/ US 80 to Herbert Hoover Dike Road, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2030. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT525-010-60
PROGRAM MANAGEMENT
12/23

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

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,231,795.00 (One Million Two Hundred Thirty-One Thousand Seven Hundred Ninety-Five Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,231,795.00 (One Million Two Hundred Thirty-One Thousand Seven Hundred Ninety-Five Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

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

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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

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

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

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

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

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

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

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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

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

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

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

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

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

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

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

☒ shall

☐ shall not

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

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

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- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

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

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

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

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

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

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

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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STATE-FUNDED GRANT AGREEMENT525-010-60
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- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

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

*Additional Exhibit(s):

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

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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

RECIPIENT City of Clewiston

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Legal Review:

By: _____
Name: _____

DS
DC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 454026-1-54-01

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

PROJECT LOCATION:

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

PROJECT LENGTH AND MILE POST LIMITS: 0.38 Miles**PROJECT DESCRIPTION:**

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Clewiston in connection with the design, construction, and CEI for the milling & resurfacing of North Francisco Street from US 27/ SR 80 to Herbert Hoover Dike Road, approximately 0.38 miles. Associated safety and drainage improvements will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable City manuals, guidelines and specifications. The general objective is for the City to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

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

1. Milling and Resurfacing or Overlaying the existing travel lanes.
2. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
3. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
4. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
5. Provide signing and pavement markings to meet the latest MUTCD standards.
6. Repair/Improve broken/deficient sidewalk and crosswalk sections to be ADA compliant.
7. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis, as needed, to prepare a complete set of Roadway Plans, Traffic control plans, Environmental permits and other necessary documents.
8. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
9. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
10. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
11. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs.
12. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in

accordance with their specific regulations. Acquisition includes all associated permit fees.

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

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

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

- a) Design to be completed by Decemeber 31, 2025
- b) Right-of-Way to be certified by December 31, 2025
- c) Construction contract to be let by June 30, 2026
- d) Construction to be completed by June 30, 2028

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

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Clewiston 115 W. Ventura Aveue Clewiston, FL 33440		FINANCIAL PROJECT NUMBER: 454206-1-54-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (SCRC)	\$1,231,795.00	\$	\$1,231,795.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY: 2024/2025	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$1,231,795.00 %	\$ 0.00 %	\$1,231,795.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 100.00%	\$ 0.00 %	\$ 0.00 100.00%	
TOTAL COST OF THE PROJECT		\$1,231,795.00	\$ 0.00	\$1,231,795.00	

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

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

Holly Randolph

District Grant Manager Name

DocuSigned by:



03/11/2024 | 2:51 PM EDT

133936697A4144B...

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT C****ENGINEER'S CERTIFICATION OF COMPLIANCE**

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

NOTICE OF COMPLETIONSTATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and City of ClewistonPROJECT DESCRIPTION: N Francisco Street from US 27 / US 80 to Herbert Hoover Dike RoadFPID#: 454026-1-54-01

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____ P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a “governmental entity” authorized by the Department’s Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for “other governmental entities” is included in the **Disbursement Handbook for Employees and Managers**. The Department’s Comptroller or designee must approve any modifications to the provisions (see **Section 1.1** of this procedure). See **Section 4** of this procedure for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient’s contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient’s contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient’s Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient’s contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient’s certification that all previously invoiced costs have been paid by the Recipient.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** \$1,231,795.00

*The state award amount may change with supplemental agreements

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

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

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

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

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: June 17, 2024

Subject: Resolution No. 2024-039

- 1. Background/History:** Resolution No. 2024-039 authorizes specific amendments to the City of Clewiston Personnel Policy which were previously provided and reviewed at the June 19, 2023 City Commission Workshop. Five additional modifications discussed during the workshop have been added to the draft rewrite; three supplied by the City Attorney to address legal deficiencies, Sections: 9.06, 10.05A, and 10.08, and two additional modifications recommended by management, 3.10 and 14.04B. A copy of the June 19, 2023 minutes are attached for information purposes.

The City Attorney has reviewed the draft policy and it is legally sufficient.

- 2. Financial Impact:** Unknown
- 3. Attachments:**
 - a. Resolution No. 2024-039
 - b. Amended draft City of Clewiston Personnel Policy
 - c. June 19, 2023 Workshop minutes
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-039.

RESOLUTION NO. 2024-039

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CITY OF CLEWISTON PERSONNEL POLICY MANUAL; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City Commission of the City of Clewiston, Florida, has determined that it is in the best interest of the City to amend the City of Clewiston Personnel Manual, pursuant to Chapter 1, Section 1.04 of said Manual which provides for administrative procedures for such amendments.

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

SECTION 1. The City Commission hereby approves and adopts the amendments to the City Personnel Policy Manual, a copy of which is attached hereto as Exhibit "A" and hereby made a part hereof by reference.

SECTION 2. The amendments to the City Personnel Policy Manual shall be effective immediately upon adoption.

PASSED AND ADOPTED in open session this 17th day of June, 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 Brandenburg, City Attorney

PERSONNEL POLICY MANUAL



CITY OF CLEWISTON

Policy 2004-1

June 2004

REVISED: MAY, 2023

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INTRODUCTION

The *Personnel Policy Manual* ~~is~~ ~~designed~~ intended to provide useful information about working conditions, employee benefits, and other policies affecting City employment. The City expects all employees to comply with personnel rules and regulations, City Charter and Code, Florida Statutes, federal regulations, and safety standards in the performance of their duties.

No personnel policy manual can anticipate every ~~circumstance~~ situation or question that may arise. As ~~times~~ circumstances change, ~~the need for~~ revision of personnel ~~policy~~ policies ~~may~~ be become necessary. In this regard, the City reserves the right to revise, supplement, or rescind any ~~policy~~ policy as deemed appropriate in its sole and absolute discretion. The City will attempt to ~~notify~~ inform employees as promptly as possible of such changes to the policy as they occur.

CHAPTER 1 GENERAL PROVISIONS

1.01 PURPOSE.

The purpose of the rules and regulations within this manual ~~are~~ is to establish uniform procedures ~~to which~~ which serve as a guideline for administrative actions concerning City of Clewiston personnel activities. ~~They are intended to~~ are intended ~~intent is to~~ provide customary and reasonable methods to accomplish the goals and objectives of the City Personnel Management System. ~~They provisions of this manual~~ are not intended to and do not create any property interest in employment or any expectancy thereof. This system shall be consistent with the following principles:

A. Recruiting, selecting and advancing employees ~~on the basis of~~ based upon relative ability, knowledge and skills, including open competition of qualified applicants for initial employment and advancement.

B. Training employees, as needed, to assure high quality performance.

C. Retaining employees ~~on the basis of~~ based upon the adequacy of their performance, upgrading substandard or marginal performance, and separating from service those employees whose substandard or marginal performance cannot be upgraded to acceptable standards.

D. Assuring fair treatment of applicants and employees in all aspects of personnel administration without discrimination with regard to political affiliation, race, color, national origin, citizenship, sex, age, religion, disability, military or veteran~~ss~~ status, marital status or any other legally protected status.

E. Establishing a system for the presentation and resolution of employee complaints based ~~on~~ upon alleged inequitable treatment because of some condition of their employment.

1.02 POSITIONS COVERED, EXEMPTIONS.

All employees of the City shall be covered under the provisions of these rules and regulations. Elected officials consisting of the City Commission, members of Commission-appointed boards and committees, and contract labor personnel are not employees of the City. All benefit provisions do not apply to part-time, temporary, intermittent, contract, or employees in their initial probationary period unless authorized by the City Commission.

1.03 ADMINISTRATION.

The City Manager is designated by the City Commission to serve as the "Personnel Officer" and vested with the responsibility to coordinate provisions of the manual. The City Manager shall be responsible for all administrative and technical activities required by this manual.

1.04 AMENDMENTS, CHANGES AND REVISIONS OF THE PERSONNEL MANUAL

A. The City Manager shall present to the City Commission such rules, regulations~~ss~~,

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and changes thereto as ~~they are~~ deemed necessary for the effective administration of the Personnel Management System. The City reserves the right to establish new policies and procedures and to modify or delete existing policies or procedures, with or without notice. Nothing in this manual should be construed to create a contract for employment for a specified period. ~~of time, nor does this personnel policy manual create any property interest in employment.~~

B. Amendments, changes, or revisions to the personnel policy manual shall be confirmed by resolution approved by the City Commission in open meeting as provided for in the Florida Statutes. As an exception, personnel forms which are listed in the index and filed as an appendix at the end of each chapter may be withdrawn, revised and refiled to facilitate the management of personnel ~~and~~ actions on a day-to-day basis. As a rule, individual pages of the manual shall be dated in the lower right corner of each page with the date of enactment by the ~~ee~~Commission and the index modified accordingly.

1.05 DEPARTMENT POLICIES, RULES AND REGULATIONS.

Department rules, regulations, policies and procedures shall be subordinate to and serve as a supplement to the personnel policy manual. Written copies of these items shall be distributed to the City Manager for information purposes. In the event of conflict in any section, the manual shall prevail unless otherwise prohibited by City, State or Federal law. Department specific rules, regulations, policies and procedures may not be less restrictive than as established in applicable provisions of this personnel policy manual.

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CHAPTER -2

DEFINITIONS

Anniversary Date - The date an employee begins employment with the City and the same date in the following years. This is also the date used to compute annual and sick leave, and longevity service awards.

Annual Leave - A category of leave authorizing an employee to be absent from work due to vacation, etc. with pay.

Appointing Authority - An official, officer or person having authority under the laws of the City to make appointments or hire to positions within the City work force. The appointing authority includes the City Commission, City Manager, and Department Directors.

Benefits - Benefits or services provided by the City that are considered ~~in~~ ~~in~~ additions to the base salary of an employee. Some benefits may be taxable.

Classification Plan - A plan providing the process of classifying or reclassifying job titles into authorized ~~manpower~~ positions ~~on~~ ~~in~~ the ~~manning~~ document. Employee Classification Document.

Compensatory Time - Time off allowed an employee in lieu of overtime pay.

Contract for Services - Services utilized by the City from an individual or company on a contractual basis for a specified period ~~of time~~ of time.

Continuous Service - Uninterrupted employment except for authorized periods defined in the "Adjusted Anniversary Date."

Court Leave - A category of leave authorizing an employee to be absent from work with pay due to jury duty.

Demotion - The reduction in pay and responsibilities of an employee based on evaluation of job performance or reduction in ~~manpower~~ employment staffing authorization. A reduction in responsibility does not constitute a demotion.

Department Director - The person selected by the City Manager to perform supervisory duties and demonstrate responsibility for the administration and direction of a department.

Dismissal - Involuntary separation from the City.

Drug-Free Workplace Policy - A policy established pursuant to the Florida Workers Compensation Law which assures that the health of City of Clewiston employees is safeguarded and that a drug-free work environment is provided to promote efficient public service to its citizens. Specific policy parameters may be authorized and contained in a separate ~~operating manual~~ program document which complements applicable criteria set forth in Chapter 3 of the Personnel ~~p~~Policy ~~manual~~ Manual.

Employees Sick Leave Bank - A benefit funded by contributions from employees who are members of the Sick Leave Bank.

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Employment - The hiring of an individual as an employee of the City whether the action is approved by the City Commission, in the case of appointing the City Manager, or by the City Manager, or by a Department Director ~~as an employee of the City.~~

Employee Classification Document – A listing of staffing authorizations, by department or function, that represents funded positions created or approved by the City Commission and included within the annual operating budget.

Employment Commitment - A period of time an employee agrees to serve the City in return for payment of tuition, educational or training expenses paid by the City on behalf of an employee. ~~Dismissal~~ Separation from employment with the City prior to the fulfillment of the Employment Commitment will obligate the employee to repay the City on a pro-rata basis as detailed in the manual.

Endorsing Official - A person designated to endorse evaluation reports of an employee.

Evaluating Official - A person designated to complete evaluation reports on employees.

Full-Time Employee - An individual who works 40 or more hours per week on an established work schedule as determined by the City in accordance with applicable federal Fair Labor Standards Act (FLSA) regulations.

Intermittent Employee - An employee who works on a seasonal, contract or emergency basis. Employees in this category are on call to work during abnormal or peak periods of City activities. Benefits are not provided to these employees.

Job Classification - A group of positions sufficiently similar in general scope and duties and responsibilities to be given the same title and salary range, while requiring similar education, experience and/or fitness requirements.

Job Description - A written description of tasks and functions for an authorized ~~manpower~~ employment position.

Layoff - The separation of an employee from a ~~manpower~~ employment position due to a lack of work, funds, or other reasons.

Leave - Temporary absence from work such as vacation, sick leave, etc.

Leave of Absence - An authorized unpaid absence from the City work force.

Management - The direction, supervision and evaluation of personnel resources to include management of budgetary resources.

~~**Manning Document** – A listing of manpower authorizations, by department or function, that represents funded positions approved within the annual budget.~~

~~**Manpower Authorization** – A personnel authorization of a job or position created and funded by the City Commission.~~

Maternity Leave - A category of leave authorizing an employee to be absent from work due to maternity reasons.

Merit Pay Increase - An increase in pay for an employee based upon a display of merit in the performance of duties.

Organizational Chart - A graphic display of departments and/or separate agencies depicting lines of authority and structure utilized by the City in the management of resources.

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Overtime - Time worked ~~in~~ in excess of ~~the established work schedule-~~ which is typically 40 hours ~~in a scheduled~~ -work -week by employees who are non-exempt as defined under the ~~Fair Labor Standards Act~~ federal FLSA. Consistent with FLSA regulations as applicable, certain classes of non-exempt full time employees are assigned an alternative work week schedule in excess of 40 hours (e.g. certified public safety employee classifications) before qualifying for overtime.

Part-time employee - An individual who works less than 40 hours per week, who may or may not receive benefits consistent with federal FLSA regulations as applicable.

Pay - A salary or wages on a scheduled basis to employees of the City.

Pay Grade - An alphabetic designation that equates to a salary range. The range contains incremental steps that result in additional compensation.

Pay Period - A bi-weekly ~~time~~ period of time that commences at 12:01 A.M. on a Thursday and ends 14 calendar days afterward on Wednesday at 12:00 midnight. The City has 26 annual pay periods ~~and~~ with payroll distributions ~~checks are issued~~ scheduled on the Friday (adjusted for City recognized holidays) following each pay period.

Pay Plan - A schedule or table of compensation for all job classifications under provisions of the current year Pay Plan.

Performance Evaluation - A report evaluating the job performance and capacity of an employee which contains numerical ratings and written comments made by an evaluating and endorsing official.

~~**Personnel Classification Board** - Composed of the City Manager and Department Directors who meet on call to carry out those duties set forth in the Commission charge.~~

Personnel Office - An office designated within City Hall to conduct personnel, pay and administrative transactions for the management and support of City ~~workers~~ employees.

Personnel Records - Official documentation providing historical information and data ~~which are maintained on~~ for each City employees to manage the required duties of the City Personnel Office. These records include but are not limited to payroll and employee benefit documents, evaluation reports, forms, disciplinary actions, etc., held in compliance with applicable law.

Personnel Processing - The initial and final processing of all City employees into and out of the City work force. The terms "in-processing" and "out-processing" refer to the administrative

and personnel processing requirements of employees in the areas of pay, records, tools, vehicles, equipment, physical examinations, personnel evaluations, etc., and is initiated on a Personnel Action Request.

Physical Examination - A medical examination by a designated City physician of all employees authorized to receive benefits as a condition of employment. Physical examinations are completed during pre-employment processing following a conditional offer of employment.

Probationary Period (Initial) - A period of time computed from date of hire or rehire to a specified period of time that employees must serve before being granted certain benefit provisions set forth in the personnel policy manual.

Promotion - An increase in responsibility or new duties with pay authorized commensurate with the new responsibilities or new duties. A change in ~~manpower~~ employment authorization may or may not ~~occur on~~ be reflected in the ~~manning document~~ Employee Classification Document.

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Regular Pay - Designated pay awarded to the employee through a salary or wage per hour within a step authorization and pay grade.

Rehire - The act of reemploying former City employees who ~~are~~ voluntarily separated, resigned or retired from ~~the active service of~~ employment with the City.

Salary Incentive Program for Law Enforcement Officers - Compensation for educational achievements as set forth in Chapter 943.22, F.S. and F.A.C. in force by the Florida Department of Law Enforcement.

Resignation - A self-initiated action -by an employee terminating their employment with the City.

Sick Leave - A category of leave authorizing an employee to be absent from work due to illness or due to the illness of eligible family members as defined by the Personnel Policy Manual.

Standby Assignment - An assignment which requires an employee to be available for emergency work ~~on~~ during their off-duty time, which may or may not include ~~s~~ nights, weekends or holidays.

Suggestion Evaluator - A designated City employee possessing the technical expertise or qualifications to evaluate employee suggestions when requested by the ~~Technical Review~~ Employee Suggestion Committee.

Supervisor - An individual designated to control and supervise one (1) or more employees.

Suspension - The temporary separation from work without pay due to misconduct, performance failures, or while pending an investigation.

Supplemental Payment - Payment to full-time employees while serving in a military leave status. Supplemental payment shall be made by the City in an amount, which, when combined with military pay, will equal the employee's normal wages or salary as an employee of the City.

Temporary Total or Partial Disability - Loss of scheduled work time ~~off~~ due to an accident or injury on the job.

Time Sheet - A payroll listing indicating attendance data of employees submitted bi-weekly by Department Directors to Accounting and Finance.

Vacancy - An ~~manpower~~ employment authorization which is not currently occupied but has been funded and included in the ~~manning document~~ Employee Classification Document.

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CHAPTER 3 GENERAL RULES AND REGULATIONS

3.01 POLICY.

A. One of the primary objectives of the City of Clewiston is to establish and administer a personnel management system consistent with the goal of providing responsive and efficient service to the community by employing and retaining personnel of the highest caliber who display pride and dignity in the performance of their duties. The City advocates the concept that the quality of public service can attain maximum efficiency and effectiveness through a personnel management system based on sound, consistent and fair principles.

B. The City expects all employees to comply with established personnel rules and regulations, City Charter and Code, Florida Statutes, federal regulations, and safety standards in the performance of their duties.

3.02 EQUAL OPPORTUNITY AND TREATMENT.

A. There shall be no discrimination against any person in recruitment, examination, appointment, training, promotion, retention, or any other personnel action because of political affiliation, race, color, national origin, citizenship, sex, age, religion, disability, marital, veteran's or military status, or any non-merit factors.

B. In compliance with applicable laws and regulations including the federal Americans with Disabilities Act (ADA), ~~The the~~ City will attempt to make reasonable accommodations ~~on account of religion~~ related to employee religious beliefs and affiliations and for qualified individuals with known disabilities unless doing so would result in an undue hardship or impairment of City operations. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

C. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Personnel Office, City Clerk, or City Manager. Employees can ~~raise~~ express concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of prohibited discrimination or harassment will be subject to disciplinary action, up to and including termination of employment.

3.03 ANTI-DISCRIMINATION AND ANTI-HARASSMENT, INCLUDING SEXUAL HARASSMENT, POLICY.

A. — ~~A.~~ **Statement of Policy.** The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment. The City does not and will not tolerate e-discrimination against, or harassment of or by its employees, contractors, consultants, agents, applicants, customers, vendors or visitors.

—B. The term “harassment” includes, but is not limited to, slurs, jokes, and other verbal, graphic, or physical conduct relating to an individual’s race, color, sex (includes discrimination against or harassment of individuals of the same sex), pregnancy, religion, national origin, citizenship, age, disability, workers compensation claims, marital, veteran or any other protected status. “Harassment” may include a range of subtle and not so subtle behaviors and also includes unwelcome or unwanted sexual advances, requests or demands for favors, offensive touching, and other types of conduct whether it be physical, verbal, graphic, or electronic communication (including e-mail and facsimiles) of a harassing or sexual nature involving individuals of the same or different gender. This includes, but is not limited to the following:

1. Unwelcome or unwanted physical contact or sexual advances including, but not limited to, patting, grabbing, pinching, brushing-up against, hugging, cornering, kissing, fondling, or any other similar physical contact.

2. Unwelcome requests or demands for favors including, but not limited to, subtle or blatant expectations, pressures, requests or demands for sexual, unethical or illegal favors; or unwelcome requests for dates. Such unwelcome requests or demands may or may not relate to an implied or stated promise of preferential treatment, or a threat of negative consequences concerning employment, including promotion, demotion, transfer, layoff, termination, pay or other form of compensation, and selection for training.

3. —Verbal and written abuse or unwelcome kidding including, but not limited to, that which is sexually-oriented, including same-sex harassment; commentary about an individual’s body, sexual prowess or sexual deficiencies; inappropriate comments about race, color, religion, sex, pregnancy, national origin, citizenship, age, disability, workers compensation claims, marital, veteran or other protected status; dirty jokes or other jokes which are unwanted and considered offensive or tasteless; or comments, innuendoes, epithets, slurs, negative stereotyping, leering, catcalls or other actions that offend, whether sexually oriented or otherwise related to a prohibited form of discrimination or harassment.

4. Any form of behavior that unreasonably interferes with work performance, including, but not limited to, unwanted sexual attentions, comments, interruptions, or other communications, whether sexually-oriented or otherwise related to a prohibited form of discrimination or harassment, that reduces productivity or time available to perform work-related tasks.

5. Actions that create a work environment that is intimidating, hostile, abusive, or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions, whether sexually-oriented or otherwise related to a prohibited form of discrimination or harassment.

6. The distribution, display, or discussion of any written or graphic material, including calendars, posters, cartoons, or names, that belittles or shows hostility or aversion

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toward an individual, his/her relatives, friends or associates or a group because of race, color, religion, sex (including same sex discrimination or harassment), pregnancy, national origin, citizenship, age, disability, workers compensation claims, marital, veteran or other protected status.

—C. —All employees and applicants are covered by this policy and are strictly prohibited from engaging in any form of discriminatory or harassing conduct. Further, no employee has the authority to suggest to another employee or applicant that the individual's employment, continued employment, or future advancement will be affected in any way by entering into, or refusing to enter into, a personal relationship. Such conduct is a direct violation of this policy.

—D. —Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as business trips, business meetings and business-related social events.

—E. Normal, courteous, mutually respectful, pleasant, and non-coercive interactions between employees, contractors, consultants, agents, applicants, customers, vendors or visitors, including men and women, that are acceptable to all parties are not considered to be prohibited harassment.

F. Violation of this policy will subject an employee to disciplinary action, up to and including immediate discharge.

—G. **Retaliation is Prohibited.** The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action, up to and including termination.

—H. **Reporting Procedures and Investigation.** The City strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their Department Director or Assistant City Manager Clerk whereupon the matter will be discreetly and thoroughly investigated. The City will then take immediate steps to stop any behavior which violates this policy and see that it does not repeat itself. Disciplinary action, up to and including termination, calculated to end the discrimination or harassment, will be taken, when appropriate, against the offender(s).

——I. If an employee or applicant suffers discrimination or harassment from a supervisor or any employee, contractor, consultant, customer, vendor, or other third party and is not able to report, or is not comfortable reporting harassment to their Department Director or ~~Assistant~~

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City ~~Manager~~ Clerk, or if a complaint concerning another employee, contractor, consultant, customer, vendor, visitor, supervisor, manager or other third party is not handled to ~~your~~ the complaining employee's satisfaction, he or she should immediately contact the City Manager ~~or the Mayor~~.

J. -Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing any claim.

K. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of discrimination or harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

L. **Responsive Action.** Conduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

M. Any person utilizing this complaint resolution procedure will be treated courteously, and the problem will be handled swiftly and as confidentially as possible in light of all the circumstances, with appropriate corrective action being taken. The registering of a complaint will in no way be used against that individual, nor will it have an adverse impact on their employment status. A record of the complaint and findings will become a part of the complaint investigation record and that file will be maintained separately from the personnel files.

N. **Conclusion.** If an employee making a complaint does not agree with its resolution, the employee may appeal to the City Manager. Individuals who have questions or concerns about this policy may talk with their Department Director, the ~~Assistant~~ City ~~Manager~~ Clerk, or the City Manager. Please keep in mind that the very nature of discrimination, harassment and retaliation makes it virtually impossible to detect unless a complaint is appropriately reported. Do not assume that the City is aware of your ~~the~~ problem!,- It is ~~your~~ the responsibility of the employee to bring this information to the attention of the City so the issue can be resolved.

O. This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

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3.04 SUBSTANCE ABUSE.

A. Policy

1. The unlawful manufacture, distribution, dispensing, possession, or use of illegal or unauthorized drugs in the ~~work place~~ workplace and/or working under the influence of alcohol and/or drugs may adversely affect an employee's job performance, and jeopardize the safety of the public and other employees. Therefore, being on the premises under the influence of alcohol and/or drugs, possessing, buying, selling, trading or in any way controlling drugs and/or alcohol on City property or in uniform is strictly forbidden.

2. The term City property as used herein includes the physical premises of the City's offices, vehicles, parking lots, land and any location where City business or purpose is directly or indirectly involved.

3. The term drugs as used herein includes all legal or illegal narcotics, controlled substances, hallucinogenic, prescription and over the counter drugs.

B. Procedure

1. Any time there is reasonable suspicion that an employee may be under the influence of drugs and/or alcohol, the following procedure is to be initiated:

(a) Contact the Department Superintendent, Compliance Manager or Department Director ~~or City Manager~~ to take charge. The Department Director and/or City Manager designee will take the employee to a private area for questioning and evaluation concerning the issue.

(b) If reasonable suspicion is indicated via the results of this evaluation, the Department Director or ~~City Manager~~ designee presents the employee with a medical testing consent form. The employee's refusal to sign the form and participate in the testing is grounds for immediate termination. In this case, the refusal is documented and the employee is escorted to the Personnel Office for out processing.

(c) Employees agreeing to submit to medical testing are escorted by the Department Director and/or designee to the appropriate facility to have samples taken. The samples are then ~~taken~~ submitted to an appropriate laboratory for analysis.

(d) Laboratory personnel conduct the necessary tests, and retest in the event of inconclusive results. The individual(s) conducting the test will: fully document the "Chain of Custody"; use scientifically valid testing methods; confirm all positive results via a reference laboratory test or retest, and provide results to ~~the management representative who requested the test~~ the City Clerk who will notify the City Manager.

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(e) The presence of alcohol and/or illegal drugs will be considered positive. Prescription and over-the-counter drug levels higher than the prescribed therapeutic level as identified by gas liquid chromatography or other confirming tests will be considered positive.

(f) If test results are negative, the employee is returned to work, only if his behavior/condition warrants. The employee may be sent home at the discretion of the Department Director.

2. In the event that the test results are not immediately available, the employee is suspended without pay, transported home, and informed of the results when available. Employees suspended and found to have negative test results will be returned to work and paid for all scheduled hours during suspension.

3. The City Manager will contact employees with positive test results and inform them that their employment is terminated.

4. All actions and information relative to suspicion, testing and discipline will remain strictly confidential. All documentation relative to the event will be placed in a sealed enveloped marked "CONFIDENTIAL," addressed and submitted to the City Manager.

3.05 —~~CONFLICT OF INTEREST.~~

 To avoid misunderstandings and conflicts of interest that could arise, the following rules shall be adhered to by City employees:

A. Employees shall not accept any gifts, favors or services from any person or agency that might reasonably tend to improperly influence them in the discharge of their official duties.

B. Employees shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others.

C. Employees shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit.

D. An employee of the City who is an officer, director, agent, or member of, or owns controlling interest in any corporation, firm, partnership, or other business entity which is subject to the regulation of, or which has substantial business commitments with the City, shall file a sworn statement to that effect with the Circuit Court of Hendry County and the Office of the City Manager.

E. Employees shall not transact any business in their official City capacity with any business entity of which they own a substantial interest.

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F. Employees shall not have personal investments in any enterprise that will create a substantial conflict between their private interest and the public interest.

3.06 —POLITICAL -ACTIVITY-

A. Employees shall not use official authority or influence in any way for or against candidates for elective office (municipal, county, state, or federal) during working hours.

B. Employees shall not solicit orally or by letter, or be in any other manner concerned in obtaining any assessments, contributions or services for any political party from any employee during his or her working hours or service to the City.

C. Nothing contained herein shall be construed to restrict the right of any employee to hold membership in, and support a political party, to vote as he/she chooses, to express opinions on all political subjects and candidates, to maintain political neutrality, to attend political meetings after working hours, or to campaign actively during off-duty hours in all areas of political activity.

D. Any employee who desires to campaign, seek election, and serve in a political office may do so providing the political activity does not interfere with their normal City responsibilities or job performance.

3.07 -EMPLOYMENT -OF -RELATIVES-

A. Members of the same family are not automatically prohibited from working for the City. Each situation involving employment of a relative must be reviewed on its own individual merits. —As a general guideline, employees should know that the City will not allow employment of relatives in any situation where a conflict of interest exists or where there is a substantial likelihood that a conflict of interest will arise. Examples include a relative working under the direct supervision of another, one relative being responsible for the job performance evaluation of another, or one relative being directly involved in job actions with regard to another.

B. It is the responsibility of all affected employees to immediately advise the City Manager if a change in status occurs or is anticipated that will result in a relationship to another employee so the effect, if any, of the relationship on City operations may be fully explored and appropriate action taken. Married employees are treated as related.

3.08 OUTSIDE EMPLOYMENT.

~~A.~~ Subject to paragraphs B through E below, employees are discouraged but not prohibited from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment and no employee may engage in outside employment which interferes or tends to interfere with the interests of the City or the duties for which the employee is responsible as a City employee. These limitations primarily apply to full time employees, but may, as deemed appropriate, also apply to part-time, temporary, intermittent or contract for services employees if issues or conflicts arise.

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~~B.~~ Employees who have other jobs or who seek to have other jobs, must obtain approval to work at outside employment by submitting a letter to their Department Director (See Appendix 3-1). A copy of approvals must be filed in the employee's personnel record.

~~C.~~ If the employee's other employment causes absences, tardiness, or otherwise interferes with the operations of the City, or responsibility as an employee of the City, including but not limited to availability for scheduled and unscheduled overtime and/or call-ins, the employee may be required to quit the other job, and upon refusal, will be terminated as a City employee.

D. If permission to engage in other employment is granted, it may be withdrawn at any time if in the opinion of the City the responsibilities of the outside employment is inconsistent or interferes with the responsibilities of the employee as an employee of the City. The determination of the City shall be final.

E. Employees sustaining injuries while engaged in outside employment are ineligible to receive benefits under the City's Workers Compensation Program due to an injury or disability resulting from outside employment. The burden of proof rests with the employee to establish that an injury or disability was or was not incurred through City employment or other sources. The City will be the determining authority as to whether or not the claim is valid.

3.09 SOLICITATION AND DISTRIBUTION.

A. Employee contributions to recognized charitable organizations are purely voluntary. No coercion of an employee to make contributions shall be permitted.

B. Employees of the City are prohibited from conducting or promoting private business for gain during duty hours or within any City building.

C. Employees of the City are prohibited from soliciting public employees during working hours of any employee who is involved in the solicitation.

D. Employees of the City are prohibited from distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

3.10 USE -OF -CITY -PROPERTY.

Employees shall not use City property, equipment, tools or vehicles except in the performance of official duty. Nor shall employees permit non-employee persons in a vehicle or their use of city property by unauthorized persons, whether on or off duty. All employees in the course of operating any City equipment or vehicles, shall abide by any City or State regulations controlling the legal operation thereof. As an exception to this policy, certain Department Directors, key

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officials and designated employees may be assigned use of City vehicles and directed to travel to and from work during the week and weekends as a condition of their employment. ~~This~~ Except as stipulated by tax law, this is not generally considered a fringe benefit but is reviewed as a "fast response" mode of conveyance to a job-related problem. Department policy will establish limits on such use to the extent they are not less restrictive than provided for in this policy. Such policies will be subject to review and approval by the City Manager.

3.11 -DRESS -AND -APPEARANCE -STANDARDS.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Employees are required to wear any work uniforms provided by the City.

3.12 -PUBLIC -RELATIONS.

Employees must remember they represent the City when servicing the public. Maintaining a reputation for quality, integrity, and service is a primary objective. Employees shall conduct themselves in a professional manner so as to project a desirable image of the City. The continued growth and success of the City depends on the attitude and effort of each employee. Employee actions and attitudes can strengthen the City, or, can quickly turn the public against the City. There is everything to gain by being courteous, friendly and helpful.

3.13 -CONFIDENTIALITY.

Employees are cautioned that information concerning subjects under discussion or consideration as City business often change in content and meaning before becoming an accomplished fact or official action. Any release or compromise of such information before final decision or disposition of the matter most often produces misunderstanding and confusion as well as embarrassment to the City. Employees should keep in mind that it is not the intent of the City to be secretive or to withhold valid information. However, great care should be exercised to be sure information being released is correct and is not supposition or ~~guess-work~~ assumption, and that its release has been authorized by designated authority. Consistent with applicable law, ~~AAH~~ City business shall be treated as confidential by each employee until it can be assured ~~ready-~~ appropriate for release to the public. If in doubt, refrain from release of information unless cleared by your Department Director.

3.14 -TELEPHONE USE.

Employees whose job involves telephone use must exercise care to ensure the image portrayed over the phone is one of courtesy, politeness, efficiency, and cheerfulness. The reputation of the City is at stake every time the phone is used. Supervisors should give instructions as to the preferred greeting used by their personnel. They must assure accurate messages are taken, clearly understood, and conveyed as soon as possible. The phone should be used for official use only and personal use should be limited to emergency type situations only.

3.15- ELECTRONIC COMMUNICATIONS.

—A. All electronic mail (e-mail) voice mail, facsimile, and internet equipment,

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connections, and transmissions furnished for employee use are the property of the City of Clewiston. Use of these devices are for official City purposes only. Information and messages should not be transmitted via these devices that would otherwise be inappropriate in written form.

—B. The City strives to maintain a workplace free of discrimination and harassment which is sensitive to the diversity of its employees. Therefore, the City prohibits the use of its voicemail, computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

C. The City reserves the right to receive, review, and retain all information transmitted via these devices, and further reserves the right to access, at-will, information left on an employee's e-mail, voice mail, facsimile, or City-provided Internet mail box.

D. Access to the Internet raises unique problems in the employment setting. Because Internet transmissions may be accessible by individuals outside the City, sensitive or confidential information should never be transmitted via the Internet, including Internet e-mail.

E. Any use of the City's name on the Internet must be approved by the City Manager prior to transmission over the Internet. The transmission of sensitive or confidential information, or the unauthorized or inappropriate use of the City's name over the Internet is strictly prohibited.

F. Employees should notify their immediate supervisor, Department Director, or the City Manager upon learning of a violation of this policy. Employees who violate this policy will be subject to disciplinary action up to and including immediate termination.

3.16. WORKPLACE VIOLENCE PREVENTION.

A. The City is committed to preventing workplace violence and to maintaining a safe work environment. All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the City without proper authorization.

~~—B. —~~ Conduct that threatens, intimidates, or is disrespectful to another employee, a customer, vendor, contractor, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any other characteristic protected by federal, state, or local law. All threats of (or actual) violence, both direct and indirect,

3-10 June 2004

should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

C. All suspicious individuals or activities should also be reported as soon as possible to a supervisor. ~~Do not place yourself~~ Employees should not place themselves in peril. If ~~you see or hear~~ an employee sees or hears a commotion or disturbance near ~~your your~~ their assigned work station, ~~do do~~ they should not try to intercede or see what is happening.

D. The City will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

E. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

F. The City encourages employees to bring their disputes or differences with other employees or members of the public to the attention of their supervisors or the ~~City Manager~~ Department Director before the situation escalates into potential violence. The City is eager to assist in the resolution of these disputes and will not discipline employees for raising such ~~concerns~~.



3-~~11~~ 11 June 2004



(Request for Outside Employment)

TO: Department Director

RE: Outside Employment

Dear Sir:

Pursuant to the City Personnel Policy Manual, approval is requested to pursue outside employment. The nature of employment is

_____.

Name and location of the employment source is

_____.

Working hours are_____.

I fully understand that should I be called for emergency duty with the City during my outside employment hours, I shall be required to report immediately for service with the City. I further understand that injury or accidents incurred as a result of this outside employment do not qualify for workers compensation benefits chargeable to the City.

Applicant's Signature

TO: Applicant
(Approved/Disapproved)

Department Director- Signature

cc: Personnel Section

City Manager Signature

APPENDIX 3-1 June 2004

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CHAPTER 4

THE -CLASSIFICATION -PLAN

4.01 PURPOSE~~;~~

The purpose of the classification plan is to provide a systematic arrangement and inventory of City ~~manpower~~ employment authorizations by grouping them into classes indicative of the duties and responsibilities of each class of work. This grouping of authorizations into a single document is referred to as an ~~manning document~~ Employee Classification Document. The plan is utilized to:

- A. Provide title and standardized terminology for all City ~~manpower~~ employment authorizations.
- B. Establish minimum job requirements for recruiting applicants for employment.
- C. Assist in determining pay rates for various classes of work.
- D. Establish clear lines of supervision, promotion or advancement.
- E. Aid in the development of employee training programs.
- F. Provide standards and methodology to consummate reclassification transactions.

4.02—PLAN -COMPOSITION~~;~~

The plan shall consist of:

- A. A grouping in classes of ~~manpower~~ employment authorizations which are approximately equal in difficulty and responsibility, which call for the same general qualifications, and which can be equitably compensated within the same pay range under similar working conditions.
- B. Class titles, descriptive of the work of the class, which identify the class.
- C. Written specifications for each class of ~~manpower~~ employment authorizations.
- D. An allocation list showing the class title of each ~~manpower~~ employment authorization in the classified service and identified by the name of each individual.

4.03—USE -OF -CLASS -TITLES~~;~~

Class titles are to be ~~used~~ utilized in all personnel, accounting, budgeting, appropriation and financial records. No person will be employed in an ~~manpower~~ employment authorization unless it is included in the classification plan and reflected ~~on~~ in the ~~manning document~~

Employee Classification Document. Other job titles may be referenced in the course of department routine to indicate authority, status, special assignments or administrative rank.

4.04 USE OF CLASS SPECIFICATIONS.

Specifications are to be interpreted in their entirety and in relation to others in the classification plan. Particular phrases or illustrative examples are not to be isolated and treated as a full definition of any class. Specifications are deemed to be descriptive and explanatory of the kinds of work or tasks performed and not

4-1 June 2004

necessarily inclusive of all duties performed and all employees are required to perform any and all duties assigned to them regardless of their title.

4.05 ADMINISTRATION OF THE PLAN.

The City Manager is charged with maintenance of the classification plan (the "Plan") so it will reflect the duties performed by each employee and relate to the needs of the City to provide emergency and essential services for its citizens. It is the duty of the City Manager to examine the nature of the ~~manpower~~ employment authorizations as they are created and funded; to allocate them to the existing class or to create new classes in conformity with provisions of the Plan; to make changes in the Plan to conform with changes in the duties and responsibilities of existing ~~manpower~~ employment authorizations; and to periodically review the entire Plan and recommend appropriate changes or allocations.

4.06 ALLOCATION OF POSITIONS

~~When~~ Whenever a new ~~manpower~~ employment authorization is established, or duties of an existing authorization changes, Department Directors shall submit in writing to the City Manager a comprehensive job description detailing the duties of such positions. All job descriptions and ~~manpower~~ employment studies will be reviewed and approved by the ~~Personnel Classification Board~~ City Manager prior to action by the Personnel Office. ~~The Personnel Classification Board shall evaluate the actual or suggested duties by utilizing established criteria before recommending changes to the City Commission. The Commission shall approve all changes.~~

4.07 RECLASSIFICATION ACTIONS.

Personnel records, ~~manning~~ employment documents, classification lists and alphabetical rosters shall be corrected to reflect new pay and personnel data at the earliest possible date following a reclassification action.

4.08 PERSONNEL CLASSIFICATION BOARD.

~~A. The City Personnel Classification Board is hereby established with membership consisting of the City Manager and Department Directors. Meetings will be conducted on an as needed basis. The functions of the Board is to evaluate and make recommendations for~~

~~classification and reclassification actions; evaluate classification and pay plan modifications; approve modified job descriptions; review appealed employee evaluation reports; review and examine records, forms, reports, job descriptions, manpower studies, manning documents, personnel and financial records, budget data and all other items necessary to make judgments; formulate opinions and findings of fact and make recommendations to the City Commission.~~

~~———B. The Board shall only make recommendations to the City Commission and not exercise independent authority unless authorized to do so by the Commission. The Board is authorized to utilize technical advisers who possess special expertise to advise on special matters relative to transactions for consideration. The City Manager shall chair the board.~~

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COMPREHENSIVE JOB DESCRIPTION OUTLINE

(1) JOB TITLE

(2) MAJOR FUNCTION

Provide a general description that emphasizes the major duties of the position and other factors which establish the nature of the work.

(3) ILLUSTRATIVE DUTIES

Identify the typical duties and tasks which are most common to the position. These duties should be clearly descriptive. Illustrative Duties shall end with the phrase "and such other duties and responsibilities as may be assigned."

(4) MINIMUM QUALIFICATIONS

Qualifications are ordinarily needed by an employee to successfully perform the duties of the position. There are several combinations of knowledge, abilities, skills, education and experience which would reasonably be expected to produce the qualifications needed for a position. Qualitative distinctions are provided in the following categories:

Knowledge, Experience and Skills

Some knowledge - General familiarity with the subject.

Knowledge - Basic understanding.

Considerable knowledge - Well trained and experienced.

Thorough knowledge - Perform all but a very limited number of tasks associated with the position.

Extensive knowledge - Broad and extensive experience in substantially all activities associated with the position.

Some experience - General familiarity with the position.

Experience - Can perform ordinary duties of the position.

Considerable experience - Sufficient knowledge of all phases of the position.

Extensive Experience - Complete familiarity with the most complex principles, techniques and procedures.

Education, Training

Identify the academic requirements considered reasonably necessary (GED, High School, College Degree and Special Courses) to be successful in the position

Other Qualifications - List any miscellaneous requirements (license etc.).

Physical/Medical Requirements - List any special physical requirements of the position such as "requires high degree of physical exertion", "must be able to move heavy objects", etc.

(5) CLASSIFICATION: Utilize the FLSA category (Executive, Administrative, Professional, Law Enforcement, Public Works etc.) along with "FLSA exempt" or FLSA non-exempt".

(6) WAGE RANGE. Enter the pay grade from the authorized pay tables approved by the City Commission.

APPENDIX 4-1 June 2004

(Example Job Description)

Police Officer

MAJOR FUNCTION: This is general duty police work in the enforcement of laws and ordinances. Employee is responsible for the protection of life and property, for the prevention, detection and investigation of crime and for maintaining law and order. Specific assignments are received as a result of calls for police service and from superior officers and are carried out in accordance with established rules and regulations. Employees must be able to act without direct supervision in meeting emergencies and unusual situations.

ILLUSTRATIVE DUTIES: Patrols an assigned area; checks doors and windows of business establishments; enforces vehicle parking and operating laws; watches for and makes investigations of wanted and missing persons and property. Visits the scene of crimes and accidents; searches for and apprehends violators. Serves subpoenas and warrants; escorts funeral processions; transports prisoners to police station and to detention facility; testifies and presents evidence in court. Assists in directing vehicle and pedestrian traffic, and performs school crossing guard duties when necessary. Investigates places and persons suspected of being engaged in illegal activities; checks on operation of public places for compliance with laws and ordinances. May be assigned special law enforcement related duty such as community relations and information officer. May be assigned to perform specialized tasks requiring knowledge and background of an experienced police officer such as training and dispatching of police calls for service. Performs related work and such other duties and responsibilities as may be assigned.

MINIMUM QUALIFICATIONS:

Knowledge, Skills and Abilities: After completion of required schooling and training, the ability to understand the principles and practices of police work and to understand and enforce laws and ordinances relating to police work. Ability to observe situations objectively and to report them clearly and completely. Ability to establish and maintain effective working relationships with fellow employees and the general public.

Education and Training: High School Diploma or Florida approved GED. Completion of minimum standard courses set by Florida Criminal Justice Standards and Training Commission prior to being certified as a Police Officer; or attendance at a certified police academy. Prefer supplemented college credits in a discipline recognized by the Florida Criminal Justice Standards and Training Commission.

Other Qualifications: Meet background and personal history standards as established by the Florida Criminal Justice Standards and Training Commission. Possession of a Valid Florida Operator or Chauffeur License.

Physical/Medical Qualification: Requires post-conditional offer, pre-employment medical examination.

CLASSIFICATION: Law Enforcement. (FLSA non-exempt)

WAGE GRADE: "K"

CHAPTER-5 THE -WAGE -AND -PAY- PLAN

5.01 PURPOSE AND AUTHORITY.

The wage and pay plan shall provide the basis of compensation for all employees of the City of Clewiston. The plan shall be constructed with regard to the following:

- A. Relative difficulty and responsibility between existing classes of work.
- B. Prevailing rate of pay for similar types of work in public and private employment.
- C. Availability of candidates for recruitment to the various classes of work.
- D. Economic conditions of the City and the present policies of the City Commission.

5.02 PLAN COMPOSITION.

The pay plan consists of 1) an ~~an manpower~~ employee source document, 2) a job classification listing, and 3) a wage grade salary pay matrix for exempt and ~~nonexempt~~ non-exempt employees indicating increment steps.

5.03 THE ~~MANNING~~ EMPLOYEE CLASSIFICATION DOCUMENT.

—A. The ~~Manning~~ Employee Classification Document is an integral part of the City of Clewiston's personnel classification system. The intent of this document is to provide accurate data for use in managing the staffing and inherent employee recordkeeping by the Personnel Office for the City. The document is structured by departmental functions and displays personnel data which depicts all the ~~manpower~~ employment positions authorized within the annual budget adoption process of the City as approved by action of the City Commission.

—B. The City Manager is designated by the City Commission to coordinate changes to the ~~Manning~~ Employee Classification Document and to maintain its accuracy at all times. New employee classifications and/or adjustments to existing employee classifications are subject to ~~Personnel Classification Board~~ City Manager review, approval and, when required, recommendations to the ~~and~~ City Commission for final approval. During- temporary hiring freezes, the Commission reserves the right to ~~approve~~ authorize the City Manager before ~~all~~ any hiring of personnel regardless of vacancies within the ~~Manning~~ Employee Classification Document. Budget integrity and revenue availability to meet the essential operational needs of the City will remain the chief goals of the Commission in declaring the necessity for a hiring freeze.

C. ~~Manning~~ Employee Classification Document data is displayed in a structured way to enable management to assess ~~manpower~~ employment needs in ~~a rapid~~ an efficient manner. Ten (10) major data fields are characteristic for each departmental function. As a rule, data fields one (1) through four (4) represent ~~manpower~~ employment data approved by the Commission at

the time of budget adoption. Data fields five (5) through ten (10) refer to employee data and is reflective of the incumbent occupying the position. Each Manning Document page contains a legend that enables users to review the data code values used within the product.

5-1 June 2004

5.04 PAY RATES UPON INITIAL EMPLOYMENT.

The beginning wage or salary for new hires is normally at the first incremental step of the authorized wage grade. The beginning wage or salary may be increased by up to ~~25~~ 35% ~~with~~ upon the recommendation of the Department Director and approval of the City Manager. Justification for such an increase includes: experience, certifications, ~~and other job specific qualifications etc.~~ Depending upon the elapsed time since employment, Fformer employees ~~are~~ may be treated as a new hire for initial pay purposes.

5.05 NON-EXEMPT EMPLOYEES.

The ~~Wage~~ Plan Pay Matrix for non-exempt employees consists of a schedule of grades, one of which is assigned to each job classification contained in the classification plan, indicating incremental steps and a minimum and maximum wage. ~~The schedule consists of twelve (12) wage grades identified as "A" through "L". Within each grade there are twelve (12) incremental pay level steps.~~

5.06 EXEMPT EMPLOYEES.

The Wage ~~Plan~~ Pay Matrix for exempt employees (also known as salaried exempt employees) consists of a schedule of salary grades, one of which is assigned to each job classification in the classification plan, and a minimum and maximum salary. ~~The plan consists of three (3) salaried pay grades (S-1, S-2, and S-3). Within each grade there are twelve (12) incremental pay level steps.~~

5.07 AWARD OF INCREMENTAL PAY INCREASES

A. ~~Pay~~ adjustments within a classified position shall be based only on "merited performance." Adjustments are contingent upon Department Director recommendation and subject to City Manager approval. Completion of educational training courses, licensing requirements associated with the employee's job, and exemplary duty performance as documented on annual employee evaluations are examples that may justify an increase. All increases based upon exemplary duty performance will ~~be~~ awarded on the employee's anniversary date.

B. City "Employees of the Year" will be granted a ~~one~~ three-step increase in pay.

5.08 PAY PLAN REVIEW.

With the first pay plan version of June 2004, and every three (3) years thereafter, the Personnel Classification Board shall provide information to the City Commission as the basis for a comprehensive review of the Classification and Pay Plan to ensure all classifications of employees are compensated in an appropriate manner.

5-2 June 2004

CHAPTER 6 EMPLOYEE TRANSFER, PROMOTION AND REHIRE

6.01 TYPES OF EMPLOYMENT.

The following types of employment in conformity with the rules established herein are recognized by the City:

A. Full-Time Employee - ~~Normally~~ Typically works a minimum of 40 hours in a designated work week and receives all benefits and rights as authorized in the City Personnel policy manual.

B. Part-time Employee - Employees who regularly work less than 40 hours per week and may or may not receive benefits consistent with federal FLSA regulations as applicable.

C. Intermittent Employee - An employee who works on a seasonal, casual or emergency basis. Employees in this category are on call to work during abnormal or peak periods of City activities. Benefits do not accrue and are not provided to these employees.

D. Contract for Services - Employment of an individual or company hired to perform services for a specified time period, e.g., attorney, engineer, intern, etc.

6.02 TRANSFERS.

An employee may be transferred with the approval of the Department Director(s) concerned and the City Manager. Prior to accepting the transfer, an employee should carefully consider the rules by which a transfer is accomplished.

A. If the employee has been employed less than one year, a minimum ~~three (3) month~~ ninety (90) day trial period must be served in the new department. This time is in addition to the time remaining on the initial probationary period.

B. If the employee has been employed for one (1) year or more, a minimum ~~one (1) month~~ thirty (30) day trial period must be served in the new department.

C. If during the trial period an employee is found to be unqualified, incompetent, or otherwise unsuited for the new position, they may be returned to the former authorization from which transferred with the concurrent approval of the Department Director(s) only if a vacant ~~manpower~~ employment authorization exists. If the former vacant authorization is filled, an effort will be made to place the employee in a comparable authorization. However, if a vacancy does not exist and ~~it there is impossible~~ not an option available to create a new authorization, the employee will be separated or laid off without prejudice. If an employee is transferred to another department with the same classification, the transfer will not change the pay grade, pay rate or anniversary date of the employee.

6.03 PROMOTIONS

A. Whenever possible, promotions are made based upon individual knowledge, skill, ability, education, and experience required for the particular authorization to include revenue sources within the budget. Promotions to a higher classification should merit the pay of the

6-1 June 2004

higher classification provided that the pay shall be equivalent to at least one step over the former classification grade. Someone promoted within the same grade will ~~normally~~ typically be paid at least one step above the current pay step.

B. Present employees of the City shall receive consideration for promotion to vacant positions, provided that in management's opinion, they possess the knowledge, skill, ability, education and experience for the position. All vacancies for classified positions will be posted for review by existing City employees for a period of three (3) working days prior to offering the position for public advertisement. Promotions or transfers which involve more than one department shall be the joint responsibility of the Department Directors coordinated through the Personnel Office and approved by the City Manager.

6.04 REHIRE

A. Employees who resign from City service or who have been in a layoff status may be rehired or returned from layoff subject to the following:

1. ~~1.~~ — Requalify by completion of required medical examinations.

~~2.~~ Complete a minimum ninety (90) day initial probationary period.

~~3.~~ Received a general performance evaluation rating of “Average” or higher on the last evaluation report at the effective date of resignation (voluntary ~~and~~ or involuntary), lay off, or separation.

4. Demonstrate current and up-to-date licenses necessary to function in the job, e.g., drivers license, heavy equipment license, etc.

B. Rehired employees are considered new employees for the purpose of annual leave, sick leave, pension and wage and salary administration unless rehired within twelve (12) months of separation from City service.

6-2 June 2004

CHAPTER 7

EMPLOYEE -RECRUITMENT AND APPLICATION PROCEDURES

7.01 OBJECTIVE.

It shall be the objective of the City to recruit, employ and retain the most capable and qualified applicants available based on merit, knowledge, skill, ability, physical and moral fitness.

7.02 ELIGIBILITY.

Individuals shall be recruited from a geographic area as wide as necessary to assure the objectives of the City are reached. However, in cases where City residents and non-residents are equally qualified for a particular vacancy, the resident shall receive first consideration. Military veterans shall be given preference in accordance with current federal and state laws. The City is an affirmative action, equal opportunity employer.

7.03 FILING OF EMPLOYMENT APPLICATIONS.

Applications for City employment shall be on a form prescribed by the Personnel Office. The form must be completed personally by each applicant and certified to be true and correct and submitted to the Personnel Office for processing. The City utilizes a centralized Personnel Office concept. Therefore, applications originating and submitted to the Personnel Office from sources other than the individual shall not be processed or retained for file. Departments should refer all inquires for employment to the Personnel Office.

7.04 FILLING VACANT POSITIONS.

A. When a job vacancy occurs or is projected to occur within the City workforce, Department Directors shall immediately submit a Personnel Action Form to the Personnel Office to requisition a replacement. This personnel action alerts the Personnel Office that advertising, screening and out-processing actions are necessary pursuant to the Personnel Policy Manual. The Personnel Office shall:

(1) Schedule out processing for the employee departing the City workforce as soon as possible. In the case of a retirement action, the Personnel Action Form may be submitted 30 days in advance of the projected retirement date.

(2) Execute and post a job announcement (See appendix 7-2 for an example) on all bulletin boards within the City where public information is dispensed, e.g., City Hall, Police, Fire, Public Works, and Public Utility work areas for a period of not less than three (3) working days. This internal announcement is to allow opportunity for current City employees to qualify and receive consideration to fill a vacant position.

B. At the end of the internal announcement period, if no current City employee will be offered the position, the Personnel Office will publicly—announce the vacancy ~~via the local newspaper for a period of not less than seven (7) calendar days~~. Upon completion of the public

announcement period, the Personnel Office shall collect and process applications received via the announcement process.

7-1 June 2004

7.05 INTERVIEW AND SELECTION PROCESS

A.— The Department Director shall rank the applications based on qualifications for the job and determine applicants for interview. The remaining applications shall be returned to the Personnel Office. Employment candidates selected for interview shall be scheduled to appear at a designated time and place for the interview.

B. -The interview process shall be conducted in a professional manner. The intent of the interview process is to evaluate a candidate for suitability of employment with the City and expound on information provided via the employment application. If special employees of the City or the Personnel Office staff are needed to provide technical advice or expertise or attend the interview process on behalf of the City, coordination and scheduling between Department Directors is necessary.

C.—As part of the employment selection process, former employers and references provided on the employment applications shall be verified by Department Directors or other official to insure an applicant possesses skills indicated on the application and work-related characteristics which will enhance the City workforce. Reference and background checks shall be verified by Department Directors, shall be documented, and shall be made a part of the application process. The reference and background checks shall be completed prior to an offer of employment by the Department Director.

D. As a condition of the offer of employment to an applicant, a physical and drug screen examination must be completed.

7.06 IN-PROCESSING OF NEW EMPLOYEES.

A. New employees, other than part-time, intermittent and contract for services personnel, shall report to the Personnel Office for in-processing

B. The Personnel Office will finalize all personnel transactions for the employee. These actions include administering the oath of employment (see appendix 7-1), establishing the official employee personnel record, enrollment in City benefit programs, medical programs, orientation and indoctrination and placement of the employee on the City payroll.

C. ~~New employees shall receive orientation and indoctrination during the in-processing phase.~~ As a minimum, After in-processing by the personnel office, the Department Director or supervisor shall provide and discuss the contents of the employee job description; brief on the City organizational structure; identify elected officials; the City manager; Department Directors; advise of physical locations of various City departments; issue appropriate work gear and equipment; discuss safety procedures and evaluation procedures; assign an evaluation official; provide a work schedule; discuss payroll requirements; and complete any other essential items necessary to affect a smooth transition into the City work force.

D. New employees shall be provided a copy of the Personnel Policy Manual.

7-2 June 2004

7.07 -OUT-PROCESSING OF SEPARATED EMPLOYEES

A. All employees shall process out of the City work force commencing within the individual department.

B. Department Directors shall insure that all tools, uniforms, vehicles, equipment, keys, etc., issued to the employee are turned in before departure. Items that cannot be accounted for shall be listed on the Personnel Action Request during out processing, citing the inventory control number and description of the missing item(s) and value or cost, along with a statement by the employee and Department Director or official describing the circumstances of the loss.

C. The Personnel Office shall finalize the processing function by coordinating with other departments (if necessary), consummating insurance coverage(s), retirement, payroll, address information and other items required by state or federal law. The final check will be provided on the next scheduled pay day.

7-3 June 2004

CITY OF CLEWISTON

~~OFFICE OF THE CITY MANAGER~~

115 W. Ventura Avenue
CLEWISTON, FLORIDA 33440
(863) 983-1484



OATH OF EMPLOYMENT

Pursuant to Section 876.05, Florida Statutes, the following oath is given as a condition of employment with the City of Clewiston, Florida. This oath will be filed in the personnel records:

I _____, a citizen of the State of Florida and of the United States of America, and being employed by the City of Clewiston and a recipient of public funds as such employee, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

Date

Signature

Attest:

City ~~Manager~~ Clerk

CITY OF CLEWISTON
115 W. W. Ventura Avenue
CLEWISTON, FLORIDA 33440
(863) 983-1484



JOB ANNOUNCEMENT

POSITION: Administrative Assistant - Applications are being accepted for the position of Administrative Assistant, a full time position with full benefits.

MAJOR FUNCTION: This position is responsible for diversified administrative work. The employee provides administrative and technical assistance to management personnel and the City Commission. Work is performed under the direct supervision of the Department Director.

ILLUSTRATIVE DUTIES: Utilizes typewriter and personal computer to prepare letters, memoranda, summaries, reports, ordinances, resolutions, statements and other correspondence from copy or rough draft. Sorts and files correspondence, reports and other material numerically, chronologically, alphabetically or by other established classifications. Opens, sorts and distributes office mail; answers and records telephone messages for the department. Maintains suspense control files. Coordinates and posts agendas for meetings of the City Commission, City departments and other citizen boards and committees. Performs related and other duties as directed.

MINIMUM QUALIFICATIONS:

Knowledge, Abilities and Skills: Possess thorough knowledge of modern office practices and procedures, business English, spelling, punctuation and basic arithmetic; ability to skillfully and effectively operate office machines such as typewriter, calculator, word processor, copier and multi-line phone system. Ability to communicate clearly and concisely both orally and in writing.

Education and Training: High school diploma or GED including supplemental courses in typing and word processing is desirable. Three (3) years experience in performing clerical or related work in an administrative environment is desirable. Typing rate of 50 wpm. (Testing is part of the interview process).

Other Qualifications: Possession of a valid Florida Operator's license.

CLASSIFICATION: Administration - Position I.D. # ____ (FLSA non-exempt)

WAGE RANGE: "E"

| Mail or hand deliver application and other evidences of qualifications to the Personnel Office, -115 W. Ventura Avenue, Clewiston, Fl. 33440. Applications accepted until (Month, Day, Year). Access to employment information subject to F.S. 119.01, et. seq. Equal Opportunity Employer/Drug Free Workplace.

APPENDIX 7-2 June 2004

CHAPTER 8 INITIAL PROBATIONARY PERIOD

8.01 PURPOSE.

–The purpose of the initial probationary period shall be to provide for adjustment and transition of new full-time employees into the City work force and to allow Department Directors the opportunity to evaluate the employee performance and suitability for City service.

8.02 DURATION OF INITIAL PROBATION.

All new employees hired or rehired into the service of the City of Clewiston shall ~~be for~~ serve an initial minimum ninety (90) day probationary period. Probationary or Trial periods for employee transfers or promotions shall be pursuant to Section 6.02. Probationary or Trial periods may be extended at the discretion of the City.

8.03 EMPLOYEE BENEFITS DURING THE INITIAL PROBATIONARY PERIOD.

–Employees shall not receive health insurance benefits until completion of their ninety (90) day initial probationary period. Employees shall accrue and be eligible for annual leave and sick leave from date of employment. Employees are eligible for holiday pay from date of employment.

8.04 FAILURE TO COMPLETE INITIAL PROBATION.

If the employee fails to complete the initial probationary period, the employee will be terminated. Failure may be determined at any time during the initial probationary period.

8.05 NOTICE OF COMPLETION.

~~8.05~~ Employees who satisfactorily complete the probationary period shall be notified by the respective Department Director of the successful completion. The notice shall be provided and acknowledged by the employee no later than close of business on the last day of the initial probationary period unless an extension is authorized by the City Manager.

**Change #1
2007**

-

8-1 October

CHAPTER 9

ATTENDANCE -AND- DUTY -SCHEDULE

9.01 ATTENDANCE-

_____The City Manager and each Department Director shall be responsible for the attendance of all employees under their jurisdiction and shall maintain attendance records on forms prescribed by the Personnel Office.

9.02 BASIC -WORK -WEEK-

_____Employees not involved in public safety activities normally work five (5) days per week. Department Directors are not restricted to a basic work week schedule and their schedule shall be determined in accordance with the needs of the City as directed by the City Manager provided schedules comply with federal FLSA regulations as applicable.

9.03 OVERTIME-

_____It is the general policy of the City to not have employees work frequent or considerable overtime hours. However, Department Directors may authorize or direct employees to work overtime when necessary in order to meet emergency situations or operating needs. Overtime compensation for FLSA applicable "non-exempt" employees shall be paid at a wage rate of one and one-half (1½) times the regular hourly rate for all hours worked in excess of the specified number of hours during a given "work period" or "work week". FLSA "exempt" employees, as a practice, do not receive overtime compensation as their salary compensates them for all hours worked. However, during a declared "State of Emergency" by the Mayor and City Commission, FLSA exempt employees may, at the discretion of the City Manager, be compensated at the rate of their regular hourly pay for each hour of overtime worked in excess of forty (40) hours not to exceed a total of 120 overtime hours for a single emergency event unless the City is compensated or reimbursed for such expenditures by federal and/or state disaster assistance.

9.04 _-CALL -BACK- PAY_-

_____An employee called back to work during their scheduled work week will receive "CALL BACK" pay for the actual time worked, -but in no instance will the employee be compensated for less than two (2) hours. Call back pay is computed at the employee's regular hourly rate of pay. The potential overtime involved in call back is calculated on a work-week basis and only the time the employee physically works in excess of their specified workweek hours shall be compensated at the overtime rate. If any overtime compensation is due on account of a call back, it may be paid in cash or the employee may be given equivalent compensatory time off as specified in Section 9.05.

9.05 _-COMPENSATORY- TIME- OFF

A. There may be occasions where overtime pay is restricted due to budget limitations or when Department Directors determine compensatory time off in lieu of overtime pay is appropriate subject to and consistent with federal FLSA regulations as applicable. In such cases, compensatory time off may be granted at the rate of one and one-half (1 ½) hours for each hour of overtime worked. A change in work schedules is not considered compensatory time if the employee is required to work only forty (40) hours.

B. Employees shall use compensatory time at the discretion of the Department Director within the ~~budget year~~ when pay period it is accrued. ~~Compensatory time accrued during the last 90 days of the budget year shall be carried over to the new budget year and may be used in the subsequent budget year.~~

~~C. Public safety employees may accumulate a maximum of 480 hours of comp time (320 overtime hours of work), while all other employees may accumulate a maximum of 240 comp time hours (160 overtime hours of work). Any employee who has accrued the maximum number of compensatory hours shall be paid in cash at the regular rate of pay earned by the employee for any additional overtime hours of work.~~

Change #1

9-1 June 2004

~~_____~~ ~~DC.~~ Each Department Director shall maintain accurate records of all compensatory time accrued by employees in their department. No overtime pay or compensatory time off shall be granted except on the basis of such records certified by the Department Director and filed in the personnel office.

~~EDE.~~— When FLSA exempt employees are authorized overtime compensation during a declared “State of Emergency as provided for in Section 9.03, the City Manager may, based upon budget limitations, determine that compensatory time in lieu of overtime pay is appropriate. In such cases, compensatory time will be granted at the rate of one hour of compensatory time off for each hour worked in excess of forty (40) hours not to exceed a total of 120 overtime hours for a single emergency event.

9.06 REST -AND -LUNCH -BREAKS

A. Employees may be authorized two (2) fifteen-minute paid breaks during each eight (8) hour shift at a time considered convenient by their immediate supervisor. There may be occasions whereby the work load will not permit ~~the~~ rest breaks. Rest breaks are a privilege which must be arranged so as not to interfere with the efficient conduct of City business.

B. Lunch breaks shall be scheduled by supervisors in compliance with FLSA regulations as applicable to ensure ~~office~~ work space manning staffing is sufficient to provide City service standards required of ~~their office~~ the designated work space on a continual basis as deemed necessary by the supervisor or Department Director. In office areas where customer service is provided, at least one (1) person shall be available during lunch hours to handle customer and telephone traffic.

C. Nursing Accommodation. Upon request, all employees of the City nursing a child shall be provided with break time and a private space to express breast milk for one year after the child’s birth each time such employee needs to express the milk. Such a room shall be private and outside the view of other workers, clients, or customers and may not be a bathroom.

9.07 HOLIDAYS

A. Legal holidays observed by full-time City employees shall be established by the City Commission. When a holiday falls on Saturday, normally the preceding Friday will be observed as a holiday; when a holiday falls on a Sunday, normally the following Monday shall be observed as a holiday; except when Christmas Eve falls on a Sunday, then the preceding Friday will be observed as the holiday. The City grants the following paid holidays:

New Year’s Day
Martin Luther King, Jr., Day
Good Friday
Memorial Day
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Note: Intermittent, part-time and contract for services employees are not granted holiday pay.

B. Essential and emergency City services must be provided 24 hours a day, 365 days a year. Therefore, the scheduling of holiday time off shall be at the discretion of the Department Director and must serve the best interest of the City and its citizens. Any employee scheduled to work on a holiday, who fails to do so, will be charged with annual leave unless the employee is sick. If the holiday falls during a period an employee is on paid sick leave or annual leave, the day off will be charged as a holiday.

Change #1

9-2 June 2004

C Any full time employee, regardless of classification (i.e. exempt or non-exempt), required to work on a designated holiday shall receive compensation as follows: Holiday pay plus overtime pay at the rate of one and one-half (1 ½) times their regular hourly rate for actual hours worked. In order to receive holiday pay, employees must work their regularly scheduled shifts immediately preceding and following the holiday. Sick leave and personal leave are not considered time worked.

Change #1

9-3 October 2007

CHAPTER -10 LEAVE ACCOUNTING

10.01 ANNUAL LEAVE

A. Each full time employee is eligible for annual leave, with full pay, computed on the basis of continuous service. Annual leave is ~~based~~ accrued on a bi-weekly basis as follows:

FLSA “non-exempt” employees

Less than One (1) year of service	-	1.5 hours per bi-weekly period
One (1) up to Five (5) years of service	-	3 hours per bi-weekly period
Five (5) up to ten (10) years of service	-	4 hours per bi-weekly period
Ten (10) or more years of service	-	6 hours per bi-weekly period

FLSA “exempt” employees(non-Directors)

0 – 10 years of service	-	4 hours per bi-weekly period
Over More than 10 years of service	-	6 hours per bi-weekly period

FLSA “exempt” employees (Directors)

0 – 10 years of service	-	5 hours per bi-weekly period
Over More than 10 years of service	-	7 hours per bi-weekly period

FLSA “non-exempt” employees

Less than One (1) year of service		3 hours per bi-weekly pay period
One (1) up to Five (5) years of service		4 hours per bi-weekly pay period
Five (5) up to ten (10) years of service		5 hours per bi-weekly pay period
Ten (10) up to fifteen (15) years of service		6 hours per bi-weekly pay period
Fifteen or more years of service		8 hours per bi-weekly pay period

FLSA “exempt” employees

0 – 10 years of service		6 hours per bi-weekly pay period
Over More than 10 years of service		8 hours per bi-weekly pay period

B. It is the intent of the City to grant annual leave as a reward for services rendered and for the purpose of rest and relaxation as an investment in the employee. ~~—The City policy encourages employees to take their annual leave during the year following the period in which they became eligible for it. Employees lose anything more than a total of 320 hours annual leave not taken. Any excess annual leave will be lost at the beginning of the fiscal year (October 1st).~~ ~~Cash~~ ~~p~~ Payment of annual leave in lieu of taking vacation shall not be paid at anytime other than upon separation from City employment to employees in good standing. Upon voluntary separation, compensation shall be made to the employee for any earned but unused annual leave to their credit as of the effective date of termination separation. Full time Employees, other than Directors, who resign without providing a full two weeks ten (10) work days advance notice, unless waived by the City Manager, will forfeit and not be compensated for one-half (1/2) of their annual leave balance upon separation. Directors who resign without providing thirty (30) calendar days advance notice, unless waived by the City Manager, will forfeit and not be compensated for one-half (1/2) of their annual leave balance upon separation. ~~Emp~~ Employees that are terminated are not eligible to receive payment for their unused annual leave balance. All earned pay and annual leave of employees who die while in the service of the City shall be paid in-cash to the beneficiary, surviving spouse or to the estate of the employee as determined by law or by executed form filed in the employee personnel records.

C. Requests for annual leave shall be made a minimum of ~~one (1) week~~ seven (7) calendar days in advance of planned use. In emergency cases, Department Directors may waive this requirement. When a request for annual leave is denied, the employee shall be notified in writing on the leave request form by the respective supervisor stating the reason for denial.

D. -If a paid holiday occurs during annual leave, the day will be treated as a holiday.

E. Annual leave will be used in no less than one (1) hour increments.

10.02__SICK LEAVE.

A. Regular full-time employees are eligible for sick leave at the rate of three (3) hours per biweekly pay period. ~~ten (10) hours per month. There is no threshold to the number of hours an employee may accumulate.~~ Employees may accumulate no more than 520 hours of sick leave. All hours in excess of 520 as measured at the beginning of the each fiscal year (October 1st) will be forfeited without compensation. Employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household. Sick leave may be used for the actual time away from work in hourly increments with the minimum being one (1) hour. Employees may use one (1) day of up to four (4) days sick leave a year for personal reasons. ~~Employees with greater than 520 hours of accrued sick leave on October 1, 2011, will not accrue additional sick leave until their accrued balance falls below 520 hours.~~

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B. Employees who are unable to report to work due to illness or injury must notify their

direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement may be required verifying the illness or injury and its beginning and expected ending dates. When requested by the supervisor, failure to furnish such a statement may result in denial of leave with the absence being considered unexcused.

C. Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence other than allowed by this section. If it is determined that an employee is abusing the sick leave benefit, such employee shall be subject to disciplinary action up to and including termination.

D. Annually, during the ~~first~~ week of ~~December~~ Thanksgiving, employees having a sick leave account balance of 60 hours or more may request payment for up to 24 hours of available sick leave. Other than this incentive, unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

10.03 SICK LEAVE BANK

A. A Sick Leave Bank has been established for the purpose of providing sick leave with pay for City employees during extended periods of personal illness, accident, or injury not otherwise compensated by the City.

B. The Sick Leave Bank shall be administered by a committee comprised of the ~~Assistant City Clerk~~ Manager and four appointed general employees. One employee shall be appointed by the City Manager, one by the Police Chief, one by the ~~Public Works~~ Director of Operations, and one by the ~~Utilities~~ Director of Finance.

C. All employees who have been employed full-time for at least one (1) year and who have available at least eight (8) days of unused sick leave are eligible to join the Sick Leave Bank by requesting voluntary enrollment and contribution of the equivalent of one typical work day (eight hours) of each employee's accumulated sick leave to the bank.

D. The Sick Leave Bank shall be activated when a minimum of forty-five (45) sick leave days have been deposited. All participating members shall be required to contribute one additional work day equivalent of eight (8) hours to the pool each time the Sick Leave Bank is depleted below thirty (30) days. Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Sick Leave Bank.

E. Before the replenishment of the Sick Leave Bank, notice will be given to all participating employees. At this time, participating members may withdraw from the Sick Leave Bank upon written notice to the Sick Leave Bank Committee to the extent the Sick Leave Bank is not depleted. If an employee has withdrawn and

10-2 June 2004

requests to be reinstated, the employee may be reinstated upon contributing an equal number of days as those who remained in the Sick Leave Bank without withdrawing. An employee may be allowed to withdraw and be reinstated only one time during the course of employment. Employees who are not members of the Sick Leave Bank shall be given an opportunity to become members of the Sick Leave Bank ~~during the month of October each year.~~

F. Participating members are eligible to draw from the Sick Leave Bank when conditions exist to justify absence from work because of their own illness or accident (excluding Workers' Compensation cases) or that of an immediate family member as defined in Sections 10.02 and 10.04.

G. The following criteria must be met when applying to the Sick Leave Bank Committee for withdrawal of days from the Sick Leave Bank:

- An application must be filed on the proper form accompanied by a physician's statement which shall include the expected number of days the employee must be absent from work, the identity of the individual with the illness or injury and the nature of the illness or injury.
- Exhaustion of all personal sick leave days, vacation days and personal leave days is required before sick leave may be withdrawn from the Sick Leave Bank.
- The employee must be or have been absent from work for at least five (5) consecutive working days as a consequence of the illness, accident, or disability. Requests for sick leave from the Sick Leave Bank due to the illness, accident or disability of an immediate family member will also be considered by the Sick Leave Bank Committee after the employee has been absent from work for at least five (5) consecutive working days.
- Application for use of the Sick Leave Bank for elective surgery shall not be considered. The Sick Leave Bank Committee may require a second opinion from a physician if necessary to determine whether or not surgery is elective and such second opinion will be obtained at the employee's expense.

10.04~~10.04~~ FUNERAL LEAVE.

A maximum of three (3) working days with pay will be granted a full-time employee when a family death occurs. Funeral leave is limited to the family members listed herein and is not charged against available annual or sick leave or compensatory time. Family members are *husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.* Funeral leave must be approved by the Department Director. Department Director and other direct reports funeral leave is subject to approval by the City Manager.

10.04~~10.05~~ —MILITARY LEAVE

A. Full-time employees who are reserve officers or reserve enlisted personnel in the United States military or naval service or members of the Florida National Guard, shall be entitled to leave of absence from their duties for such time as they shall be ordered to military

10-3 June 2004

service or field training in an active duty or active duty for training status. Such employees shall be granted supplemental payment while on military leave normally not to exceed 17 days per year. Payment for additional military leave beyond 17 days shall be subject to approval of the City Commission. Such leave will be granted without loss of time or seniority rights. Employees who are members of the civil Air Patrol will be allowed a maximum of 15 days of unpaid leave annually for the purpose of participating in Civil Air Patrol training or missions. Employees may also use or substitute "any vacation, annual, compensatory, or similar leave with pay accrued" during the leave period should they wish to do so.

B. The employee shall be required to submit a leave application accompanied by a copy of military orders to the Personnel Office in advance of such duty. Additionally, certification of military pay entitlements must be provided.

110.06 — COURT LEAVE

A. Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours receive full pay equal to their normal work schedule for the hours they attend court.

B. All full time employees subpoenaed to attend court are eligible for leave with pay. Those employees who become plaintiffs or defendants are not eligible for leave with pay without prior authorization from the City Manager.

C. Employees attending court for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released by the court if there is at least three (3) hours remaining in the work day.

D. Employees required to attend court as stated herein, while on scheduled annual leave may be allowed to take additional leave with pay for the court time utilized during the annual leave.

10.07 10.07 — TRAINING LEAVE.

Upon approval of the Department Director, employees may be granted special leave with pay to attend professional or technical conferences, meetings, short term courses (normally three to five days) relating to their duties, or to visit other cities to obtain information relative to their duties with the City. Department Director and other direct reports training leave is subject to approval by the City Manager.

10.08 DOMESTIC VIOLENCE LEAVE

Upon request, all employees of the City shall be granted up to a maximum of three days of domestic violence leave for the purposes of: (1) seeking an injunction for protection against

domestic violence or repeat violence, dated violence, or sexual violence (2) obtaining medical care or mental health counselling or both for the employee or a family or household member to address injuries resulting from domestic violence (3) obtaining services from victims services organizations such as a domestic violence shelter or rape crises center (4) making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator (5) seeking legal assistance to address issues arising from domestic violence or attending or preparing for court related proceedings arising from the act of domestic violence. The employee shall use any accrued leave if available, if none is, then the leave provided shall be unpaid.

10.089 10.08—FAMILY AND MEDICAL LEAVE ACT (FMLA) AND GENERAL MEDICAL LEAVES

FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

Eligibility - Employees who have a cumulative (not necessarily continuous) 12 months of prior service, who have worked at least 1,250 hours during the 12 months immediately preceding the date on which the FMLA Leave would commence are eligible for unpaid ~~Family and Medical Leave Act (FMLA)~~ Leave.

TYPES OF FMLA LEAVE AVAILABLE

FMLA Parental Leave - Leave needed by the employee to care for or bond with the employee's child within 12 months of the birth or placement for adoption or foster care of the child.

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FMLA Serious Family Illness Leave - Leave needed by the employee in order to care for a spouse, child, or parent who has a serious health condition (as defined by law). A child, for the purposes of this policy, includes an individual who is either (1) under the age of 18, or (2) older but incapable of self-care because of a mental or physical disability. The child must also be related to the employee as a biological, adopted, foster, stepchild, or legal ward or a child of a person standing "in loco parentis." Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child.

FMLA Serious Personal Illness Leave - Leave needed by the employee because of a serious health condition (as defined by law) (including job-related injuries).

A "serious health condition" for the purposes of this policy, is an illness, injury, impairment, or physical or mental condition which involves: inpatient care in a hospital or any subsequent treatment in connection with such inpatient care; continuing treatment by a health care provider for any period requiring an absence from work for more than three calendar days; a chronic serious health condition which requires periodic visits to a health care provider over an extended

period of time which may cause episodes of incapacity (i.e., asthma, diabetes, epilepsy); a period of incapacity for a long-term or permanent condition for which treatment may not be effective (i.e., Alzheimer's Disease, severe strokes, or the terminal stages of a disease); any absence for multiple treatments by a health care provider for restoration surgery or any condition which would likely result in a period of incapacity of more than three calendar days if untreated (i.e., cancer (chemotherapy), severe arthritis (physical therapy), kidney disease (dialysis); any period of incapacity due to pregnancy or for prenatal care.

Family and Medical Leave does not include routine physical, eye, or dental examinations. In addition, the taking of over-the-counter medications such as aspirin, antihistamines; or salves, or bed rest, drinking fluids, exercise, and other similar activities which may be initiated without a visit to a health care provider is not by itself sufficient to constitute a regimen of continuing treatment to allow the employee to take leave under this policy. Therefore, unless complications arise, the following are not considered "serious health conditions" for the purposes of this policy: the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, and routine dental or orthodontia problems. For such absences, see the City's Sick Leave policy.

DURATION

In General - Eligible employees are entitled to a total of twelve (12) weeks of FMLA Leave during any "rolling" 12-month period (measured backward from the date the FMLA Leave sought by the employee would begin). For example, an employee taking six (6) weeks FMLA Leave on January 5, 2003, and an additional six (6) weeks FMLA Leave on March 1, 2003, is not entitled to an additional FMLA Leave until January 5, 2004, at which time the employee is eligible to request an additional six (6) weeks' leave.

Married Employee Couples - In cases where both the husband and the wife work for the City,

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they will be eligible for a combined total of 12 weeks of FMLA Leave for Parental Leave and/or FMLA Serious Family Illness Leave needed by either spouse to care for a spouse's parent (not parent-in-law) who has a serious health condition.

Parental Leave Limitations - An employee's entitlement to leave for the birth or placement for adoption or foster care expires at the end of the 12-month period beginning on the date of the birth, placement, or adoption. Any Parental Leave must be concluded within this 12-month period.

Intermittent Leave or Reduced Work Schedule Leave - When medically necessary, Serious Family Illness Leave or Serious Personal Illness Leave may be taken intermittently, in separate blocks of time (no less than one hour), or on the basis of a "reduced leave schedule" under which an employee's usual working hours each day or each week are reduced. Requests to take Parental Leave on an intermittent or reduced work schedule will be granted at the discretion of the City.

REQUEST AND APPROVAL

FMLA Leave requests must be approved by the City Manager. Requests for leave should be accompanied by appropriate documentation such as a *Certification of Health Care Provider* (available from the Personnel Office) whenever the need for such leave is foreseeable. In cases where the need for leave is not foreseeable, a *Certification of Health Care Provider* must be provided within 15 calendar days of the request or as soon as reasonably possible under the circumstances. Failure to provide this required medical certification may result in denial of leave, denial of continuation of leave until the certification is provided, and/or automatic re-designation of the leave as other than FMLA Leave, or treatment of the absence as unexcused.

Sometimes the City will know the reason for the leave, but will not be able to confirm that the leave qualifies as FMLA Parental, Serious Family Illness, or Serious Personal Illness Leave, or the City will have requested a *Certification of Health Care Provider* that has not yet been received, or the parties are in the process of obtaining a second or third medical opinion. In these cases, the City may preliminarily designate the leave as FMLA Leave. Upon receipt of the requisite information from the employee or of a *Certification of Health Care Provider* confirming the leave qualifies under one of the FMLA Leave provisions, the preliminary designation will become final. If the employee fails to provide information necessary to confirm that an absence is eligible for FMLA Leave, -or fails to provide the completed *Certification of Health Care Provider* in a timely manner, or if the documentation does not confirm the absences are eligible for FMLA leave, the designation of the absence(s) as preliminarily eligible under FMLA is automatically withdrawn, considered unexcused and treated accordingly. The City will attempt to notify the employee of this withdrawal, but employees should understand it is their responsibility to provide the appropriate information and/or medical certification within 15 calendar days, or to provide an explanation and verification as to why this time frame is impractical.

10-6 June 2004

Employees must provide the City with at least 30 days notice of the need for FMLA Leave whenever the need for the leave is foreseeable (such as when the leave is for an expected birth or placement for adoption or for planned medical treatment). When planning medical treatment, employees should consult with their supervisors and attempt to schedule the treatment so as to minimize the impact of the employee's absence on the operations of the City and their fellow employees. In cases where the need for leave cannot be anticipated 30 days in advance, the employee must give notice of the need as soon as possible (at least one or two business days) after the employee learns of the need for the leave. Failure to give proper advance notice of the need for the FMLA Leave when the need for such leave is foreseeable may result in denial of the leave until 30 days after such notice is provided.

In the case of Serious Personal Illness Leave or Serious Family Illness Leave, the City may request medical recertification every 30 days, or whenever the employee requests an extension of leave, circumstances described in the original medical certification have changed significantly (such as the duration or nature of the illness or complications), or the City receives information

that casts doubt on the continuing validity of the medical certification.

If the City has reason to question the validity of a medical certification provided by the employee's health care provider, the City may require the employee to obtain a second opinion, at the City's expense, from a health care provider designated by the City. In the event the second opinion differs from the first, the City may require the employee to obtain a third and final opinion, again at the City's expense, from a health care provider jointly approved by the City and the employee.

Timely requests for FMLA Leave from eligible employees will be granted as required by state and federal law. FMLA leave, when applicable, will run concurrently with any other leaves of absence.

GENERAL MEDICAL LEAVE - (Including Pregnancy and On-the-Job Injuries or Illnesses)

Eligibility – Full-time employees are eligible for unpaid General Medical Leave. Exceptions to this full-time employment requirement may be made where required by law to accommodate pregnancy-related conditions, on-the-job injuries or illnesses, or to accommodate an employee with a disability under the Americans with Disabilities Act.

An employee may request a General Medical Leave of Absence when s/he is unable to work due to a medical condition and has exhausted (or is expected to exhaust) all available sick pay, yet is still unable to return to work. General Medical Leave is leave that does not qualify as FMLA Serious Personal Illness Leave, as described above, either because the medical condition is not a "serious medical condition" or because the employee is not eligible for or has exhausted all FMLA Leave.

Duration - General Medical Leaves, if granted, are granted only for the period of inability to work due to a medical condition, not to exceed six (6) months (including any prior or included

10-7 June 2004

consecutive period of FMLA Leave) during any "rolling" 12-month period (measured backward from the date the General Medical Leave sought by the employee would begin) **Request and Approval** - Requests for General Medical Leave should be submitted to the City Manager in the same fashion as requests for FMLA Leave discussed above.

Requests for General Medical Leave must be accompanied by a *Certification of Health Care Provider* form available from the Personnel Office. (The City requires essentially the same information from an employee's health care provider for General Medical Leaves as it does for FMLA Serious Personal Illness Leave. Accordingly, it uses the same medical certification for both.). Properly supported and timely requests for General Medical Leave from eligible employees will ordinarily be granted, subject to the duration limit stated above.

BENEFIT PARTICIPATION WHILE ON LEAVE

FMLA Leave - An employee on approved FMLA Leave may continue group health insurance coverages during the leave by paying the employee's normal share of the cost of such coverages during the leave on or before the date when payroll deductions for such costs would normally be made (failure to pay the employee's share of the premium when due will result in the elimination of coverage after 30 days).

An employee who fails to return from FMLA Leave may be required to reimburse the City for the City's cost of maintaining group health insurance coverages for the employee and/or the employee's dependents while on FMLA Leave, unless the employee's failure to return to work is due to reasons beyond the employee's control, such as the continuation, recurrence, or the onset of a serious condition of the employee or the employee's spouse, parent, or child.

General Medical Leave - An employee on General Medical Leave may continue group insurance coverages pursuant to the Consolidated Omnibus Reconciliation Act ("COBRA"). Employees will receive a written notice of their COBRA rights detailing the cost and manner in which payments are made during leave.

Use of Available Paid Time Off - An employee must use any available paid time off, such as vacation or sick leave, as a part of any qualified FMLA Leave or General Medical Leave. Employees are only required to use available sick leave if the employee's absence would otherwise qualify for benefits pursuant to the terms of the Sick Leave Policy.

CREDITING OF BENEFITS WHILE ON LEAVE

Benefits such as sick leave and vacation are not credited to employees who are out on unpaid leave.

REINSTATEMENT FOLLOWING LEAVE

FMLA Leave - Request for Reinstatement - An employee returning from FMLA Leave for his

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or her own serious health condition should notify his or her supervisor of availability immediately upon being released to return to work by the employee's health care provider. The employee should also provide the City with a certification from the health care provider confirming the employee's fitness to return to his or her normal duties (or any limitations if the employee's activities are limited) if requested by the City or if the duration of the leave exceeded three working days. Failure to provide a requested fitness-for-duty certification may result in denial of reinstatement until this certification is provided. An employee desiring to return from FMLA Leave other than Serious Personal Illness Leave prior to the date the leave was due to expire, should give written notice to his or her supervisor of the desire to return to work at least 14 days, but no later than two working days, prior to the desired return date.

Reinstatement - An employee returning from FMLA Leave will normally be reinstated to the position held by the employee at the time the leave commenced or to an equivalent position.

However, an employee returning from FMLA Leave will have no greater right to employment or employment in a specific position than s/he would have had in the absence of the leave.

General Medical Leave - Request for Reinstatement - An employee seeking to return from General Medical Leave should notify the employee's supervisor of availability immediately upon being released to return to work by the employee's health care provider. The employee should also provide the City with a certification from the health care provider confirming the employee's fitness to return to his or her normal duties (or any limitations if the employee's activities are limited) if requested by the City or if the duration of the leave exceeded three working days.

Reinstatement - The City does not guarantee to hold a position open for an employee who is on a General Medical Leave. An employee seeking reinstatement from such leave may be offered his or her former position if it is available. If the employee's prior position is unavailable, the employee may be offered any available position for which the City concludes s/he may be qualified, at the rate of pay for the new position. If there are no such positions available upon the employee's return to work, the employee's employment will be terminated.

In the event an employee declines an offer of reinstatement to any full- or part-time position, whether his or her prior position or another position, the employee will be terminated.

BENEFITS AT REINSTATEMENT

FMLA Leave - Employees returning from FMLA Leave will have their benefits reinstated to the same levels as they enjoyed at the time the leave commenced, except for any paid leave benefits used during the leave and changes in benefits that took place during the leave at the employee's election due to annual enrollment or family status change. Changes in benefits which would have occurred had the employee not taken the leave will also apply. An employee's rate of pay will also be adjusted to reflect any unconditional or across-the-board pay increases granted during the period of the leave.

General Medical Leave - Employees returning from General Medical Leave will have their

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benefits reinstated to the same levels as they enjoyed at the time the leave commenced (except for any paid leave benefits used during the leave), so long as such reinstatement is consistent with the employment status to which the employee returns. If an employee's pay rate upon return from a leave of absence is different from his or her pay rate prior to the leave of absence, any vacation or sick leave benefits will be paid at the pay rate in effect at the time the benefits are used.

10.09 -LEAVE WITHOUT PAY-

Leave without pay will only be authorized pursuant to Section 10.08.

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**City of Clewiston
Application for Sick Leave Bank Membership**

Please type or print:

Name: _____

Last, First, M.I. , Social Security Number

Department: _____

I hereby request to participate in the City of Clewiston Sick Leave Bank and voluntarily contribute one day (8 hours) of my sick leave balance to the bank. I understand the following:

- The Sick Leave Bank shall be activated when a minimum of forty-five sick leave (45) days have been deposited by participating members.
- All participating members shall be required to contribute one additional day (eight hours) to the Sick Leave Bank each time the Sick Leave Bank is depleted below thirty (30) days.
- Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Sick Leave Bank.
- Sick leave contributions to the Sick Leave Bank will not be returned if I cancel participation in the Sick Leave Bank, terminate service with the City, or the Sick Leave Bank policy is terminated.

I have read the Sick Leave Bank Policy (Section 10.03 of the Personnel Policy Manual)

Employee Signature: _____

Date _____

For Office Use Only

Approved: _____ Disapproved: _____

Comments: _____

City Manager Signature

Date: _____

CHAPTER ~~111~~ **EMPLOYEE DEVELOPMENT AND TRAINING**

H 11H.01 ~~DEVELOPMENT TRAINING PROGRAMS.~~

The City actively supports continual training for all employees to enhance professional development and technical proficiency in their job. Categories of training available to employees consist of formal, technical, on-the-job, and in-service. Depending on budgetary constraints, operational necessity and the degree of expertise needed, employees are scheduled to attend training sessions as a condition of employment.

H 11H.02 ~~CATEGORIES OF TRAINING PROGRAMS.~~

A. Formal Training - A method of training conducted through attendance at a university or equivalent institution; usually in a structured academic environment.

B. Technical Training - A method of training conducted in the work place and designated places within federal, state, county, and City governments. This category is considered "hands on" training usually conducted by a Department Director, supervisor or special instructor.

C. In-Service Training - A method of training conducted in the department or other departments within the City. This type training is utilized to reinforce job knowledge and enhance technical proficiency of the employee. Risk management training is an example used frequently. Training of this type occurs on a very frequent basis.

H 11H.03 ~~EMPLOYEE TUITION ASSISTANCE PROGRAM.~~

~~A.~~ The City advocates that those employees who, through their individual ambitions and efforts, seek formal training in their employed classification, are not only improving their own personal worth, but are increasing their value to the City. Therefore, the City may, if the budget allows, reimburse tuition costs (in excess of \$100.00) incurred by employees taking courses of instruction directly related to the job class they hold with the City. Eligibility requirements for assistance are:

~~1A.~~ A City or departmental budget must exist and the training must be approved for expenditures of training. ~~—~~Only a regular full time employee is eligible to be considered. Training must be at the post high school level and related directly to the employee's City job classification.

~~2B.~~ Applications must be submitted and approved by the City Manager prior to enrollment in the course to ensure financial participation by the City. A passing grade must be achieved on the course work to receive reimbursement. A certified statement of completion of course work from the institution of higher learning must accompany the employee's request for reimbursement.

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EXAMPLE
Tuition Assistance Request

RE: Preapplication Approval for Tuition Reimbursement

Date: _____

Dear ~~Sir~~ Director/City Manager~~Sir~~:

I request preapplication approval for tuition reimbursement of the undersigned employee.

a. —I am a full time employee.

b. —This training is at the post high school level and is related to my City job classification.

c. —I understand that I must achieve a passing grade in the course work enrolled in. I agree that after completion of the training, I will not resign my City service for a ~~one (1) month~~ thirty (30) day ~~-period~~ for each \$100.00 expended by the City for the training. I understand that approval is subject to available monies allocated within the City budget.

d.- The estimated cost of the ~~instruction~~ tuition is \$_____.

Signature of Employee

TO: Employee

// Date Approved

// Date Disapproved

Signature of Department Director

Signature of City Manager

cc: Personnel Office

CHAPTER 12 PERSONNEL RECORDS

12.01 RESPONSIBILITIES.

The Personnel Office is the designated repository for the official personnel records maintained on all employees of the City. Employees and Department Directors are responsible for submission of data necessary to manage employee resources. This data is provided to the Personnel Office for inclusion in the personnel records. The records will normally include evaluation reports, letters of favorable communication, disciplinary documents, correspondence, leave, classification, pay changes, and other records that could affect the employment status of an individual. Medical documents will be maintained in a separate confidential medical file pursuant to the Americans with Disabilities Act.

A. All personnel transactions involving processing into and out of the City service, including separations, retirements, reduction in force, lay off, leave, pay, evaluations or job and classification changes should be documented on forms provided by the Personnel Office.

B. Individuals may not submit records for inclusion in their respective personnel records without coordinating the same with the Department Director of the individual involved.

C. It is the responsibility of each employee to promptly notify the City of any changes in personnel data. Personal mailing addresses, telephone numbers, marital status, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If you are aware of any personnel data which has changed regarding yourself or your employees, please notify the Personnel Office.

12.02 RECORDS DISPOSITION.

The Personnel Office, in accord with applicable laws, shall determine the disposition of personnel records and those to be retained on file.

12.03 PERSONNEL ACTION PROCEDURES.

Proper submission and administrative documentation of all employee personnel actions is absolutely essential if the City's goal of effective personnel management is to be achieved. A Personnel Action Request Form should be used to standardize, facilitate, and transmit personnel data to the Personnel Office for processing and inclusion into the centralized data base of the City. This Form serves as a source document and functions within the personnel management system for:

A. Transmittal of documents for inclusion in the personnel records.

B. Requisitioning personnel resources and scheduling retirements or leaves of absence.

C. Recording in-processing and out-processing actions, promotions, demotions and reductions in force

D. Recording classification and pay changes to include changes in manpower authorizations and manning document changes.

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E. Documenting employment in the City service, designation of evaluating officials, administering of drug testing, and physical examinations.

F. Recording any other action as deemed appropriate by the user.

12.04 ACCESS TO PERSONNEL FILES.

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's records of training, documentation of performance appraisals and wage and salary increases, and other miscellaneous employment records. Personnel files are the property of the City. However, they are also public records and may be subject to disclosure pursuant to a proper public records request. Employees who wish to review their own file should contact the Personnel Office. With reasonable advance notice, employees may review their own personnel files in the City's offices.

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CHAPTER 13 PERSONNEL EVALUATION

13.01 PURPOSE:

The purpose of the personnel evaluation is to assess the work performance of an employee. This procedure measures the individual's accomplishments against reasonable work standards and provides a historical account of events and accomplishments utilized by management concerning reclassification actions within the City work force.

13.02 RESPONSIBILITIES:

A. The City Commission authorizes and directs evaluations of all employees at certain time intervals. The Personnel Office is charged with the responsibility of coordination, processing and retention of evaluation reports which are filed in the personnel records. Department Directors and designated supervisors shall initiate and complete evaluation reports as required by this policy.

B. The individual writing the report shall be designated as the "evaluating official." The evaluation report shall be endorsed by the next individual in the management chain unless the City Manager ~~or elected official~~ is the evaluating official. The Mayor, with input from all Commissioners, shall serve as the evaluating official for the City Manager.

13.03 PROCEDURES

A. Evaluation reports are to be prepared annually on each regular full time City employee. Evaluation reports shall be submitted no later than ten (10) days following the employee's employment anniversary date.

B. When preparing the evaluation report, consider the following:

1. Complete all applicable sections of the evaluation form. The employee need not be present during the preparation of the evaluation.

2. Carefully evaluate and consider not only the factors being reviewed at the moment but for the entire period covered by the report.

3. Base the evaluation on the employee's actual job assignments/performance and upon facts obtained through direct knowledge and observations - not on opinions or hearsay. Evaluate for the entire period of time covered by the rating period.

4. Avoid the tendency to rate the employee the same in every factor. Each person has strong and weak points which should be recognized.

5. Be fair and impartial. Evaluate job performance only. Do not consider likes or dislikes of an employee as an individual. Do not give the employee an evaluation on any point that is better than the employee deserves.

6. Where performance has been such that it needs improvement, or is unsatisfactory, clearly explain and document in the "Comments" section the appropriate steps the

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employee should take to bring performance up to an acceptable and/or fully satisfactory level. State when improvement is expected. Indicate the previous actions taken to address such performance.

7. The evaluator is to discuss the evaluation report with the employee. If the employee disagrees with any statement or rating in the evaluation, s/he should note those on the evaluation form and may attach additional written comments if desired.

13.04 APPEAL PROCEDURES FOR EVALUATION REPORTS

A. Whenever an employee disagrees with an annual evaluation report, the following appeal procedure may be used to address an alleged error:

~~1A.~~ All appeals shall be in a typed form or handwritten in a legible manner and submitted to the appropriate supervisor within ten (10) ~~workdays~~ work days from acknowledgment of the annual evaluation report.

~~2B.~~ At a minimum, the appeal package shall contain a copy of the disputed annual evaluation report, a statement of facts and information in support of the employee's appeal and other evidence as deemed appropriate. The burden of persuasion rests with the employee. Only information associated with the evaluation report may be addressed in this appeal process.

~~3C.~~ Within ~~five (5)~~ ten (10) work days, the supervisor shall review the appeal package for consideration and action. If the supervisor agrees with the appeal, the annual evaluation report shall be corrected or reaccomplished and reprocessed for filing in the personnel records. If the supervisor does not agree with the appeal, the package and written comments setting forth the reasons for denial of the appeal shall be forwarded to the City Manager.

~~4D.~~ Within ~~five (5)~~ ten (10) work days, the City Manager shall review the appeal package and take action. If the City Manager agrees with the appeal, the report shall be corrected or reaccomplished and reprocessed for filing in the personnel records. If the City Manager does not agree with the appeal, the ~~package and written comments setting forth the reasons for denial of the appeal shall be forwarded to the Personnel Review Board~~ employee and Director will be notified in writing of the findings and the evaluation will be placed in the employee's personnel file. If the City Manager agrees with the appeal, the personnel file will be documented accordingly with the findings reflected as part of the evaluation record.

~~5. The Personnel Review Board shall meet within fifteen (15) workdays of receiving the appeal. If the Personnel Review Board rules in favor of the employee, the annual evaluation report in question may be corrected or reaccomplished and reprocessed for filing in the personnel records. If the Personnel Review Board does not agree with the appeal, the report shall remain unchanged and be filed in the personnel records along with the Board's report.~~

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CITY OF CLEWISTON, FLORIDA GENERAL EMPLOYEE EVALUATION FORM

NAME

SSAN

DEPARTMENT

PAY GRADE

JOB TITLE

EMPLOYEE DATE OF HIRE

Reporting Period: From: _____ to _____

EMPLOYEE'S ATTENDANCE RECORD THIS PERIOD:

Annual: _____ Sick: _____ Unexcused: _____

I. GENERAL PERFORMANCE EVALUATION STANDARD

10.8 – 12.0	OUTSTANDING	3.6 – 4.8	NEEDS IMPROVEMENT
8.4 – 9.6	ABOVE STANDARD	1.2 – 2.4	UNSATISFACTORY
6.0 – 7.2	STANDARD		

II. EVALUATION CRITERIA

1. Knowledge of Work: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

2. Quality of Work: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

3. Quantity of Work: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

4. Dependability: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

5. Initiative: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

EMPLOYEE EVALUATION FORM (June 2004)

OPR: Personnel Office

APPENDIX 13-1 June 2004

6. Learning Ability: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

7. Attendance: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

8. Work Relations: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

III. TOTAL GENERAL PERFORMANCE EVALUATION:

<u>9.6</u>	<u>19.2</u>	<u>19.3</u>	<u>38.4</u>	<u>38.5</u>	<u>57.6</u>	<u>57.7</u>	<u>76.8</u>	<u>76.9</u>	<u>96</u>
Unsatisfactory	Needs Improvement			Standard		Above Average		Outstanding	

IV. CONSTRUCTIVE COMMENTS

Major strong points and how they may be used more effectively: _____

Recommended Improvement Areas: _____

EVALUATOR: This evaluation is based on my knowledge and observations of this employee and represents my best judgment of the employee's performance.

SIGNATURE OF EVALUATING OFFICIAL **DATE:** _____

ENDORISING OFFICIAL: I (do)(do not) concur with the evaluation and comments of the evaluating official.

Comments: _____

SIGNATURE OF ENDORSING OFFICIAL **DATE:** _____

EMPLOYEE ACKNOWLEDGEMENT: I (do)(do not) concur with the ratings and comments of the evaluating and endorsing official. _____

EMPLOYEE SIGNATURE **DATE:** _____

NOTE TO EMPLOYEE: If you disagree with this performance evaluation and wish to appeal, your appeal must be made in writing and submitted to your Supervisor within ten (10) working days of the verbal review of this evaluation. If you have difficulty in preparing such a document, you may request assistance from the Personnel Office.

CITY MANAGER REVIEW: _____ **DATE:** _____



CITY OF CLEWISTON, FLORIDA SUPERVISORY EMPLOYEE EVALUATION FORM

NAME _____

SSAN _____

DEPARTMENT _____

PAY GRADE _____

JOB TITLE _____

EMPLOYEE DATE OF HIRE _____

Reporting Period: From: _____ to _____

EMPLOYEE'S ATTENDANCE RECORD THIS PERIOD: Sick: _____ -Annual _____ Unexcused: _____

I. GENERAL PERFORMANCE EVALUATION STANDARD

10.8 – 12.0	OUTSTANDING	3.6 – 4.8	NEEDS IMPROVEMENT
8.4 – 9.6	ABOVE STANDARD	1.2 – 2.4	UNSATISFACTORY
6.0 – 7.2	STANDARD		

II. GENERAL PERFORMANCE EVALUATION CRITERIA

1. Knowledge of Work 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

2. Quality of Work 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

3. Quantity of Work 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

4. Initiative 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

5. Dependability 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

SUPERVISORY EMPLOYEE EVALUATION FORM (June 2004)

OPR: Personnel Office

APPENDIX 13-2 June 2004

6. Decision Making: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

7. Work Relations: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

8. Public Relations: 1.2 2.4 3.6 4.8 6.0 7.2 8.4 9.6 10.8 12.0

Comments: _____

III. TOTAL GENERAL PERFORMANCE EVALUATION:

<u>9.6</u>	<u>19.2</u>	<u>19.3</u>	<u>38.4</u>	<u>38.5</u>	<u>57.6</u>	<u>57.7</u>	<u>76.8</u>	<u>76.9</u>	<u>96</u>
Unsatisfactory	Needs Improvement			Standard		Above Average		Outstanding	

IV. SUPERVISORY EVALUATION

1. Supervisory Control: 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0

Comments: _____

2. Leadership: 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0

Comments: _____

3. Organizational Skills: 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.8 10.0

Comments: _____

4. Ability to Instruct
and Train: 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.8 10.0

Comments: _____

5. Ability to Evaluate
Employees 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.8 10.0

Comments: _____

V. TOTAL - SUPERVISORY PERFORMANCE EVALUATION

<u>5.4</u>	<u>10.8</u>	<u>10.9</u>	<u>21.6</u>	<u>21.7</u>	<u>32.4</u>	<u>32.5</u>	<u>43.2</u>	<u>43.3</u>	<u>50.0</u>
Unsatisfactory	Needs Improvement			Standard		Above Standard		Outstanding	

VI. CONSTRUCTIVE COMMENTS

Major strong points and how they may be used more effectively:

Identification and recommendations where improvement is needed: _____

Suggested actions to achieve improvement in performance: _____

EVALUATOR: This evaluation is based on my knowledge and observations of this employee and represents my best judgment of the employee's performance.

SIGNATURE OF EVALUATING OFFICIAL

DATE:

ENDORISING OFFICIAL: I (do)(do not) concur with the evaluation and comments of the evaluating official.

Comments: _____

SIGNATURE OF ENDORSING OFFICIAL, (If applicable)

DATE:

EMPLOYEE ACKNOWLEDGEMENT: I (do)(do not) concur with the ratings and comments of the evaluating and endorsing official.

COMMENTS: (If applicable) _____

EMPLOYEE SIGNATURE

DATE:

NOTE TO EMPLOYEE: If you disagree with this performance evaluation and wish to appeal, your appeal must be made in writing and submitted to your Supervisor within ten (10) working days of the verbal review of this evaluation. If you have difficulty in preparing such a document you may request assistance from the Personnel Office

CITY MANAGER REVIEW: _____ **DATE:** _____

CHAPTER -14 EMPLOYEE -BENEFIT -PROGRAMS

14.01 GENERAL.

The provisions of the various employee benefit programs offered by the City are too numerous to detail in this Policy Manual. Each employee will be briefed by the Personnel Office during in-processing regarding insurance coverage and other benefits provided in whole, or in part, by the City, and will be provided with summary plan descriptions for the benefits for which they are eligible. The City will from time to time, negotiate, approve, execute and renew group insurance or other benefit contracts to provide benefit coverage under the various employee benefit programs.

14.02 GROUP -INSURANCE -PROGRAM.

Full time employees and their family members are eligible to participate in ~~the City's~~ group insurance programs offered by the City. These programs typically provide for life and accidental death or dismemberment, hospitalization, major medical expenses and health insurance. Each eligible employee will receive information about these available programs during in-processing ~~in-processing~~ and at the time the employee is enrolled in the program. Employees may decline to participate in the programs but must do so in writing.

14.03 WORKERS -COMPENSATION- INSURANCE

A. All City employees are provided Workers Compensation Insurance in accordance with Florida law. It is incumbent upon each employee to report any on-the-job accident or injury immediately, but in no case later than twenty-four (24) hours from the time of the injury, or upon reporting for ~~work~~ the next scheduled work day. All accidents and injuries, regardless of the severity, shall be reported to the Department Director, who, in turn, will prepare a "Supervisor's Report of Accident Investigation" Form and forward it without delay to the Personnel Office. Claims ~~may~~ be affected by the failure to promptly submit the report.

B. The Workers Compensation Act provides for a certain percentage of the employee's regular compensation to be paid during periods of disability resulting from the accident or work-related illness.

~~14.04~~ 14.04—RETIREMENT -BENEFITS.

~~Primary Retirement Plan.~~ One of the major benefits provided to City employees is participation in the City's Retirement Plan. The operation of the Plan for general employees is governed by the Plan document and the summary plan description. Complete information is available from the Personnel Office. Certain eligible public safety employees are covered under alternative Plans (e.g. certified police officers are covered by the state administered Florida Retirement System (FRS). Firefighters are covered under a separately administered Firefighter Pension Fund). Regular, full-time employees are eligible to participate in the City's defined contribution Retirement Plan after satisfying the following requirements:

1. The employee must be a full-time employee of the City; and

2. The ~~employee must have completed at least one year of service with the City the Plan stipulated terms of eligibility, schedule of required contributions and length of service for employee vesting in the plan to be accomplished. Generally, an employee is enrolled in the Plan on the first of the month following ninety (90) days from the employee's date of hire within the first sixty (60) days of employment must have completed at least one year of service with the City with vesting occurring after three (3) years of completed participation. For this purpose, the term "year of service" means that the employee has worked at least 1,000 hours for the City during either the 12 month period ending on the first anniversary of the employee's hire date with the City, or during any calendar year beginning after the employee's hire date. An employee who has satisfied the foregoing eligibility requirements will begin participating in the Retirement Plan on the first day of the next calendar month, or on the date the eligibility requirements are satisfied, if that date falls on the first day of a calendar month.~~

Supplemental Retirement Benefits.

—Regular "full time" City employees and City ~~Volunteer Firemen~~ Firefighters who retire with a minimum of twenty (20) years of City of Clewiston service, as of the effective day of retirement, will be awarded compensation as follows:

A.

1. For each year of service.....\$100.00
2. Supervisor (FLSA exempt) additional \$500.00
3. Department Director additional \$1,000.00

B. Medical health care coverage will be provided to regular "full time" City employees between the ages of 62 and 65. To qualify the employee must retire at or after age 62 with a minimum of ten (10) years of City of Clewiston service. This benefit shall last until they become eligible for Medicare benefits at age 65. This benefit shall apply to all employees hired before January 1st, 2015. who retire with a minimum of ten (10) years of City of Clewiston service.

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14.05 NON-PAYROLL -LONGEVITY -SERVICE AWARDS.

All City employees are eligible to receive longevity service awards in recognition of uninterrupted continual service with the City. The service awards will be provided initially at the five (5) year point of service and for every five (5) year increment thereafter. The anniversary date of employment will be the determining date for service awards. The Personnel Office is responsible for scheduling and notifying the respective Department Directors when employees are scheduled to receive their award.

14.06 EMPLOYEE SUGGESTION PROGRAM

A. Purpose. The purpose of the Employee Suggestion Program (ESP) is to establish a method for rewarding City employees who make suggestions which become implemented and that result in improved productivity, safety, and/or operating savings for the City. This program applies to all classifications of employees with the City.

B. Definition. A suggestion is a constructive idea submitted in writing by an employee that expresses a better method, product or means for the City to realize tangible and intangible

savings by adopting the suggested method, product or means to achieve the savings. A suggestion also includes one which will allow the City to accomplish an aspect of City management better, faster or cheaper. To be eligible for processing, the suggestion should change an existing operation and have an efficient potential benefit to warrant the cost of implementation. Suggestions most wanted are those which will improve procedures, reduce waste, save money, save materials/manpower, increase productivity, enhance safety -or conserve energy.

C. Scope. The scope of this suggestion program encompasses ways and methods to make the governance process and providing of municipal services more cost effective for ~~the the~~ tax payers. The following subjects are not eligible for consideration in this program:

1. Complaints.
2. Classification and pay of positions.
3. Normal duties and responsibilities of the position.
4. Suggestions for a change that is already under consideration or is unlawful.

D. Program Administration. The program is administered by the ~~City Commission with the Assistant~~ City Manager acting as chair of the suggestion committee and the City Clerk serving as the coordinator for the program. ~~and the moderator chair of the suggestion committee.~~

E. Suggestion Committee.

1. The committee shall consist of the ~~Assistant~~ City Manager, Police Chief, ~~Utilities~~ Director of Operations, ~~Public Works~~ ~~Director~~ City Clerk and ~~Recreation~~ Community Development Director. Technical advisors to the committee may be composed of one or more employees the committee wishes to engage in order to evaluate the technical, mechanical and administrative value of ~~the~~ suggestions. Technical advisors are not voting members of the committee.

2. The committee shall meet on an “as needed” basis, or at the discretion of the City ~~Commission~~ Manager.

14-2 June 2004

F. Program Procedures.

1. An employee may complete a Suggestion Form (see appendix 14-2) and turn in the form and one (1) copy to the ~~Assistant City Manager~~ Clerk. The Suggestion Form may be typed or legibly ~~hand-written~~ handwritten by the suggestor so that it may be easily read and processed in a timely manner. It is important that all items be filled out and signed in order for the suggestion to receive maximum consideration.

2. It is extremely important that the Suggestion Form convey the details of how the suggestion, idea, method, product or means can be utilized to provide savings, tangible or intangible, to the City. If possible, the Suggestion Form should include a breakdown of savings and how the savings figure is achieved. If the suggestion, idea or product provides no monetary savings, the suggestion should explain how it can improve productivity or make the work area a safer place to work or otherwise achieve the tangible or intangible savings.

3. Upon receipt of the Suggestion Form, the ~~Assistant City Manager Clerk~~ will assign a control number for processing purposes and send the Form to a Suggestion Evaluator for review and comment. Response(s) from the designated Suggestion Evaluator(s) should be completed and returned to the ~~Assistant City Manager Clerk to the extent practical~~ within ~~five (5))~~ ten (10) work days from their receipt. The responses should indicate the methodology and rationale used to determine whether or not the suggestion has merit and, if adopted by the City, approximate the tangible savings or delineate the intangible savings the suggestion would provide if implemented by the City.

4. Upon return of the Suggestion Form from the Suggestion Evaluator(s), the ~~Assistant~~ City Manager will schedule a meeting with the Suggestion Committee to meet and evaluate the basic suggestion plus the technical evaluation(s) provided by the evaluator(s). The Committee will examine and judge the overall merit of the suggestion, idea, method, product or means and ascertain whether the methodology and rationale utilized was factual, reasonable and provided the tangible or intangible savings.

5.- Once the Committee finalizes its review and determines whether or not the suggested method, product or means has merit, the staff will formulate a recommendation of approval or disapproval. In cases of recommended approval (for both tangible or intangible savings), the ~~Committee will request City Manager will make a recommendation to the request~~ Commission for approval of the monetary amount to be awarded, the time off with pay, recognition certificate/plaque or other recognition to be awarded to the suggestor on behalf of the City.

~~All e~~ Evaluating officials who execute performance reports shall cite recognition of the accomplishment of the suggestor in the next performance report when due. The ~~Committee City Manager~~ will also notify each suggestor by letter in writing when a suggestion is not adopted by the Commission.

G. Awards for Suggestions.

1. Tangible savings - Monetary awards of ten percent of the projected first year's net savings or net increase in revenue with a maximum award of \$1,000.00, may be recommended by the City Manager to the City Commission, which has final authority in the determination of awards.

14-3 June 2004

All cost saving ideas or suggestions must be verified and validated by the ~~Committee City~~ before payment is made. Savings do not have to be realized by the City before the award payment is made.

2. Intangible savings - Time off with pay (8-40 hours) or recognition certificate/plaque.

3. Group awards - The amount of an award for a suggestion made by a group of employees will be determined on the same basis as if the suggestion was submitted by one employee. The amount of the award will be prorated among the eligible employees making the suggestion who signed the Suggestion Form.

H. Other Information.

1. The suggestion program is excluded from the City complaint procedure.
2. Time off awards must be taken at a time approved by the supervisor and within one (1) year of the date awarded.
3. The acceptance of an award for any suggestion adopted through the Employee Suggestion Program (ESP) shall constitute an agreement by the employee or group of employees that all claims, immediate and future, on the City of Clewiston, regardless of the use, shall be waived.
4. Nothing in this program is to be construed so as to require the City of Clewiston to provide a specific cash award. Any award is at the sole discretion of the City Commission.

14.07 OUTSTANDING EMPLOYEE OF THE YEAR AWARD

A. Purpose. The "Outstanding Employee of the Year" award is intended to give special recognition to City employees for outstanding or superior performance in the accomplishment of their duties. This policy establishes the process for selection of an outstanding employee of the year from the 1) Police, 2) Utilities, 3) Public Works, 4) General Services (includes administration, finance, recreation, ball fields, golf course, library and building department) and 5) Department Directors. It sets forth the responsibilities, qualifications, nomination procedures, board composition, selection criteria and selection process, and award benefits for eligible employees.

B. Responsibilities.

1. The City Manager will administer the Outstanding Employee of the Year Program for the City.
2. ~~Supervisors~~ Interested employees may ~~will~~ submit nominations directly to the City Clerk or to their Department Directors who will forward them to the City Clerk in accordance with provisions established herein.
3. Department Directors will review and make recommendations on ~~final determination—on~~ nominations submitted from their respective Department ~~for~~ committee ~~committee~~ to the City Manager for consideration.

14-4 June 2004

4. The ~~City Commission and~~ City Manager will select the Outstanding Department Director of the Year and the other departmental selections. ~~Each Commissioner and the City Manager will nominate one (1) Director and the Director receiving the most nominations will be declared the winner.~~

C. Eligibility. Eligibility requirements for nomination are:

1. Must be a regular full-time employee.
2. Must not be serving a probationary period.
3. Must not have received any disciplinary action during the award period.

D. Procedures.

1. Annual award nominations will be accepted by ~~Department Directors and~~ the City Clerk on behalf of the City Manager ~~during the last week of November of~~ each year after year end in January. Nominations will be prepared and submitted on the submission form as shown in Appendix 14-2. All information included within the nomination must have been achieved during the year of consideration. The "justification" section of the form may be completed in narrative, but the "specific accomplishments" section must be prepared using bullet format statements (descriptive words that convey a concise meaning). ~~Department Directors or~~ The City Manager, as applicable, shall review the nomination(s) to ensure the employee meets the qualifications listed in paragraph "C" above.

~~E. Selection Committee Composition and Selection Criteria. The selection committee, other than for Department Directors, shall consist of one representative from the Public Works Department, Utilities Department, Police Department and General Services (including administration, finance, recreation, ball fields, golf course, library and building department). The City Manager will appoint one Department Director to serve on the selection committee.~~

E. Additional ~~S~~selection criteria is includes:

1. Job Performance. Specific outstanding achievements in the performance of the employee's assigned or related duties. This includes development of new procedures, techniques, suggestions which were accepted for use, and job accomplishments during the nomination period.

2. Significant —Self-Improvement. Specific self-improvement efforts through enrollment in formal or informal education programs, participation in technical, professional and cultural societies, attending symposia, seminars, etc.

3. Community Involvement. (Social, Cultural, and/or Religious). Participation in community programs which add to or improve community relations with the City. Include -any significant contribution to the community which is worthy of recognition.

4. Other Accomplishments. Any other notable accomplishments which would set the nominee apart as more outstanding than other City employees.

14-5 June 2004

~~—F.— Selection Process. The selection committee will evaluate all nominations and rate the narrative justification (Section I) and each specific accomplishments category (Section II) and Community Involvement (Section III) from 1 to 10. The scores will be recorded in the appropriate sections of the Form. The selection committee recorder will compute each nominee's~~

~~total score. In the event of a tie between two or more nominees, the selection committee will take a verbal vote to break the tie.~~

~~GFE.~~ Awards. Annual award winners will receive:

- ~~1. An engraved plaque citing the achievement.~~
- ~~2. A congratulatory certificate from the Mayor and City Commission including Recognition at a Commission meeting. A copy of the certificate will be filed in the employee's personnel records.~~
- ~~3. A \$250.00 check from the City.~~
- ~~4. 4. A one (1) three (3) step pay increase.~~
- ~~5. A citation made in the next Employee Performance Evaluation Form.~~

~~14-6 June 2004~~
14-6 June 2004



SUGGESTION

SAVE MONEY!

SUGGESTION NUMBER: _____

PLEASE FORWARD TO THE PERSONNEL OFFICE UPON COMPLETION

I. PERSONAL INFORMATION **See Note

NAME (LAST, FIRST, MI)	DEPARTMENT	SOCIAL SECURITY NO.
MAILING ADDRESS (NO. STREET, CITY, ZIP)		JOB POSITION OR TITLE
DATE	SIGNATURE	

II. SUGGESTION

SUGGESTION SUBJECT:

Describe suggestion completely. Details are essential. State problem and solution accurately and provide all available information. Indicate office having responsibility and to what level you feel this suggestion should be evaluated. Identify expected benefits, tangible and intangible, which you feel the City will realize as a result of your suggestion (for additional space, continue on reverse or additional pages).

GUIDANCE: A suggestion is a constructive idea submitted in writing by an individual that will result in improved productivity, safety, and/or operating savings for the City. A suggestion is a constructive idea that expresses a better method, product or means for the City to realize tangible and intangible savings by adopting the suggested method, product or means to achieve the savings. A suggestion may also allow the City to accomplish an aspect of City management better, faster or cheaper. To be eligible for processing, the suggestion should change an existing operation and have efficient potential benefit to warrant the cost of implementation. Include a detailed description of how the change is to be accomplished. **MOST WANTED ARE THOSE IDEAS WHICH IMPROVE PROCEDURES - REDUCE WASTE - SAVE MONEY- SAVE MATERIALS/MANPOWER - INCREASE PRODUCTIVITY OR CONSERVE ENERGY**

SUGGESTION FORM: June 2004

OPR: PERSONNEL OFFICE

NOTE ** If this suggestion is made by a group of employees, this information should be supplied, on the reverse, for each such employee and should be signed by each of them.



CITY OF CLEWISTON

OUTSTANDING EMPLOYEE OF THE YEAR NOMINATION FORM

CATEGORY: _____

1. General Services 2. Public Works 3. Police 4. Utilities 5. Department Director

CANDIDATE'S NAME: _____

DEPARTMENT: _____ **DATE HIRED:** _____

JOB TITLE: _____

JOB DUTIES: _____

I. JOB PERFORMANCE TO SUPPORT NOMINATION – JUSTIFICATION: (if additional space is needed - please attach information to form)

II. OUTSTANDING ACCOMPLISHMENTS (INCLUDE AWARDS, LETTERS OF APPRECIATION, ETC.)

III. COMMUNITY INVOLVEMENT AND CONTRIBUTIONS.

Signature of Employee Making the Nomination

Date

OUTSTANDING EMPLOYEE OF THE YEAR NOMINATION FORM
OPR: Personnel Office (June 2004)

APPENDIX 14-2 June 2004 PAGE 2

Nominee's Immediate Supervisor's Signature

Date

Department Director (Signature Required, if applicable) Date

CRITERIA FOR SELECTION OF OUTSTANDING EMPLOYEE OF THE YEAR

QUALIFICATIONS. Eligibility requirements for employee nomination are:

1. Must be a regular full-time employee.
2. Must not be serving a probationary period.
3. Must not have received any disciplinary action during the award period.

NOMINATION PROCEDURE: ~~The City Clerk will accept N~~ominations will be accepted by
~~Department Directors during the last week of November~~ January of each year. All information
included within the nomination must have been achieved during the year of consideration. The
"justification" section of the form may be completed in narrative, but the "specific
accomplishments" section must be prepared using bullet format statements (descriptive words
that convey a concise meaning).

SELECTION PROCESS: COMMITTEE: ~~One (1) representative will be appointed by each
respective Department Director to serve on the Category 1—4 selection committee. The
Category 5 selection committee will consist of the City Commission and the City Manager. The
City Manager will appoint one Department Director to serve on the Category 1—4 Committee.~~
review and make selections based upon submitted nominations with input from Department
Directors.

Group categories are:

Group # 1 – Public Works Department

Group # 2 - Utilities Department

Group # 3 - Police Department

Group #4 —General Services (includes administration, finance, recreation, ball fields, golf
course, library and building department.)

Group #5 – Department Directors.

CONSIDER THE FOLLOWING WHEN NOMINATING AN EMPLOYEE

Job Knowledge/Dependability/Punctuality/Quality of Work/Safety Consciousness
Attitude/Conduct/Initiative/Ingenuity/Appearance/Cooperation/ Public Relationship
Willingness to Accept Extra Duties/Cooperation with Fellow Employees.

CHAPTER 15

EMPLOYEE SAFETY

15.01 ACCIDENT PREVENTION

A. The City has implemented health and safety program policies which are designed to provide the process for safe working conditions and practices. Applying these policies will result in benefits to all employees and to the City. Accidents, injuries, disabilities, property damage, time and pay loss, medical expenses, and improper, dangerous use of equipment are all operational problems which can be avoided by the combined efforts of all employees.

B. Each Department Director promotes state and federal rules and standards and is responsible for developing safety rules, policies and regulations pertinent to their particular operation. Directors are actively involved with employees in establishing and maintaining an effective workplace safety program. It is the responsibility of each employee to be knowledgeable of and adhere to those safety rules and regulations applicable to the area in which they work or may be visiting. Supervisors display a continuing concern for all aspects of safety and accident prevention.

15.02 ACCIDENT REPORTING

A. All employees shall be advised of their responsibility to immediately report to their supervisor all accidents and injuries that occur on the job. Delay in reporting such accidents and injuries may cause complication of the injury, delay recovery and payment of employee worker's compensation benefits.

B. All accidents and injuries must be reported to the Department Director or supervisor immediately. If the accident occurs on a weekend or during a holiday, it should be reported at the beginning of the next duty day. In case of accidents involving City vehicles, the appropriate Department Director or supervisor and the City police are also to be notified immediately.

15.03 SAFETY EQUIPMENT.

 The City provides proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Safety standards and equipment mandated by federal and state law are procured and provided to employees. Employees are required to use all safety equipment and devices provided to them. Failure by employees to utilize provided equipment or devices will be the subject of disciplinary measures or dismissal from the City service. General safety rules are:

- A. Report all injuries and property damage to your supervisor immediately.
- B. Report unsafe conditions or known safety hazards to your supervisor.
- C. Smoking regulations shall be strictly observed.

15-1 June 2004

D. No employee shall be permitted to work if their ability or alertness is so impaired through fatigue, illness or other cause as to possibly make it unsafe for them or fellow employees.

E. All employees required to operate City vehicles shall possess a valid Florida operator or chauffeur's license as appropriate. The supervisor will certify that an employee is capable of operating all motor-powered and self-propelled equipment required in the performance of the employee's work before allowing the employee to use the equipment.

F. Reasonable precautions shall be taken to protect the public from injury or damage that could result from construction or working conditions at City job sites.

15.04 QUESTIONS OR CONCERNS REGARDING SAFETY POLICY.

Any employee having a question or concern regarding this safety policy, or any other safety related requirements should direct such question or concern to their Department Director. Furthermore, any employee who has a question or concern regarding the nature or type of safety precautions which s/he must take or the appropriate safety equipment s/he must use to perform his/her duties should immediately address such question or concern to their Department Director. Any employee observing a violation of a safety requirement or policy should immediately report the violation to their immediate supervisor. Safety equipment or devices which are defective or in need of repair must be immediately reported to the Department Director. Employees are not permitted to alter safety equipment or devices.

15.05 5-SAFETY- TRAINING.

The City conducts risk management training for all employees who work in high risk areas or occupations. The City Manager, Department Directors and ~~elected~~ other City officialsofficials plan and provide all types of training in order to promote employee safety while reducing insurance costs to the City.

15.06 SAFETY COMMITTEE

The City Manager is responsible for the designation of a safety committee comprised of representatives of the major City departments and related service functions as follows: Public Works; Public Utilities; Police; Fire; Parks, Recreation & Leisure Services; Golf Course and other administrative services. Directors will select representatives to serve on the safety committee. The City Manager will designate a chairperson who will organize meetings and topics for consideration. The safety committee will meet on a regular basis. Duties will include scheduling and type of training provided, review of workplace safety conditions and guidelines and other considerations. The safety committee will develop recommendations to the City Manager for safety program enhancements and other matters as assigned by management.

15-2 June 2004

CHAPTER 16 DISCIPLINARY ACTION

16.01 ~~_~~INTENT:

 It is the intent of the City that effective supervision and good employee relations will avoid most matters which would otherwise result in disciplinary action for violation of rules and other conduct which is unacceptable.

A. The City recognizes the fact that each situation differs. Thus, the City retains the right to treat each incident on an individual basis without creating a precedent for other cases which may arise in the future and to determine the appropriate discipline on a case-by-case basis.

B. Disciplinary action will normally be taken within ten (10) working days after the incident or violation comes to the attention of management. The City Manager may, as an option, suspend an employee with or without pay pending the investigation and final decision on the discipline, in which case the final decision will normally be made within ten (10) days after the investigation is completed.

C. At the will of management, employees may be disciplined by documented verbal warning, written reprimand, suspension or termination. Disciplinary action may be taken for any action or failure to act which adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of the City government ~~or any department or area of the City.~~

16.02 NOTICE ~~OF~~ DISCIPLINARY ACTION

A. In all cases of written reprimand, suspension, or termination, the employee will be notified in writing of the action taken and the Personnel Office will place a copy of such notice in the employee's personnel file.

B. The Department Director and/or his or her designee will coordinate all disciplinary action, except verbal warnings ~~and written reprimands~~ with the City Manager.

16.03. RULES OF UNACCEPTABLE CONDUCT.

 All City of Clewiston employees are required to comply with City rules and policies regarding conduct, both on and off the job. In order to provide guidance to employees about what is, and what is not, acceptable behavior, the City has adopted Rules of Unacceptable Conduct, which sets forth the types of behaviors that are deemed unacceptable by the City. Any employee found to be in violation of any of the City's Rules of Unacceptable Conduct is subject to appropriate disciplinary action, up to and including termination of employment. Disciplinary action will depend upon the seriousness of the violation, the surrounding circumstances, and the employee's prior performance, attitude and work history.

The City prohibits the following conduct:

1. Dishonesty of any kind.
2. Violation of the City's Drug-Free Workplace Policy.
3. The refusal or reluctance to comply with the instructions of a person in charge.

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4. Entering or altering the time of another employee, or having another employee enter time under your name.
5. Falsifying personnel or other City records, or any other information furnished to the City.
6. Fighting.
7. Disorderly or immoral conduct that may reflect on the good name and reputation of the City - on or off the job.
8. The drinking of alcoholic beverages while on the job, or reporting to work showing evidence of consumption of alcohol.
9. Wasting time during working hours (loafing, talking, sleeping, etc.).
10. Horseplay.
11. Any violation of established safety practices, or any other conduct which is unsafe under the circumstances.
12. Failure to report an accident by the end of a work shift.
13. Failure to report an injury by the end of a work shift.
14. Tardiness or absenteeism in excess of the standards set.
15. Unexcused absences.
16. Gambling during working hours or on City property.
17. Damage to merchandise, equipment and/or property of the City or other employees.
18. The intimidation, interference, disturbance or harassment of any employee, including but not limited to, sexual harassment.
19. Inefficiency or neglect of work or responsibilities.
20. Improprieties or violation of City policy in handling cash, other tenders, merchandise, or other property belonging to others (overages and shortages).
21. Failure to pay debts, or issuance of checks on insufficient funds.
22. Improper or inappropriate treatment of customers, contractors, consultants, fellow employees or vendors.
23. Performing work at unauthorized times. All time worked must be properly recorded.
24. Performing or allowing unauthorized work (such as minors operating hazardous equipment).

25. Violations of City policy on solicitation and distribution.
26. Failure to comply with the rules which have been established by individual departments. Examples include: parking rules, rules on appearance or dress, rules on purchasing merchandise, etc.
27. Violation of the City's Equal Employment Opportunity policy or the City's Anti-Discrimination and Anti-Harassment, Including Sexual Harassment, Policy.
28. Having an inappropriate personal relationship with a fellow employee who is a direct report or subordinate employee which disrupts departmental operations or creates the potential for a conflict of interest that could expose the City to increased liability.

16.04 ~~SUSPENSION PENDING TERMINATION~~

When the City is considering termination, an employee may be suspended pending ~~termination~~ the decision. In the event the employee is reinstated, back pay and benefits may include the period of the suspension.

16-2 June 2004

CHAPTER -17 EMPLOYEE ~~COMPLAINT PROCEDURE~~

17.01 ~~POLICY~~

 The purpose of this complaint procedure is to assure employees that their problems and complaints will be considered fairly, rapidly and without reprisal. It is expected that the procedures set forth below will encourage employees to discuss with their supervisors matters pertaining to conditions of employment as they affect individual employees. The intent of the City is to resolve complaints informally, and both supervisors and employees are encouraged to make every effort to resolve problems at the lowest level possible. It is recognized there will be employee complaints which cannot be resolved on an informal basis; therefore, provisions are established herein to provide a process for considering and resolving a formal complaint.

17.02 ~~ELIGIBILITY~~

 Only regular full time, non-probationary employees are eligible to file and process a complaint under these provisions. A complaint raises an issue about the misapplication or misinterpretation of the City Personnel Policy Manual or applicable departmental rules and regulations. Employee performance evaluations and issues relating to employee classification and wage rates are not subject to the complaint procedure.

17.03 COMPLAINT PROCESS

STEP 1 - SUPERVISOR -LEVEL - Any employee having a complaint may, within five (5) working days following any incident, discuss the situation informally with the immediate supervisor. If no resolution is promptly reached, the employee may submit to the supervisor a complaint form as listed in the City Personnel Policy Manual setting forth specifically the facts on which the complaint is based and the desired resolution. If the complaint is not satisfactorily resolved, the form may be completed and submitted to the supervisor within ten (10) days of the incident giving rise to the complaint. The supervisor shall meet with the employee and formally discuss the complaint. The supervisor shall provide a written decision to the employee within ~~three (3)~~ ten (10) working days following receipt of the formal complaint form.

STEP 2- - DEPARTMENT -DIRECTOR LEVEL: If the complaint cannot be resolved at the supervisor level, the employee may submit a written appeal to the Department Director. The appeal must be initiated within ten (10) work days of the supervisor's decision. The employee should provide all information which was considered by the supervisor and any other useful information to the Department Director for consideration and review.

The supervisor will forward the original complaint form and his/her reply to the Department Director. A meeting will be scheduled with the employee within five (5) work days after receipt of the appeal. The Department Director will provide a written decision to the employee within ~~three (3)~~ five (5) work days after the scheduled meeting. The City Manager will be informed of complaints that reach the Department Director level and are not resolved by the process.

STEP 3 - ~~COMPLAINT COMMITTEE~~ CITY MANAGER LEVEL - If the complaint is not resolved to the satisfaction of the employee by the Department Director, consistent with the provisions of the City Charter, the employee may take his/her complaint to the next level by submitting a written appeal to the City Manager.— The appeal must be initiated within ten (10) work days of the Department Director's decision. The employee should provide all information which was considered by the Supervisor or Director and any other useful information for consideration and review. The City Manager will solicit the input of the Supervisor and/or Director as well. Upon reviewing the information submitted and conducting any further investigation deemed warranted, including a hearing of the parties involved, the City Manager will render a decision as soon as possible. ~~To do this, the employee selects one management employee and~~

17-1 June 2004

~~one hourly employee (neither of whom were involved in the matter) for the committee. The City Manager selects two (2) hourly employees and one management employee, all of whom are neutral and not involved in the underlying complaint, for the committee. The employee and Director is will be informed of the date of the committee hearing by the City Manager with only invited attendees allowed to participate. The employee will meet and is responsible for arranging the attendance of his/her selected representatives, if any, and relevant witnesses as appropriate. The meeting is hearing will be conducted at a location designated by the City Manager and held as scheduled regardless of the attendance of the invited representatives and witnesses, although if requested, the City will attempt to assist in facilitating the attendance of the invited representatives and witnesses. The meeting is will be facilitated by the City Manager. The committee will render a decision by majority vote and the results will be confirmed in writing. Should the committee rule in favor of the employee in a termination case, the remedy cannot~~

~~exceed reinstatement and back pay. In other cases, the committee cannot exceed a remedy that would revert the employee to the status quo ante.~~ The City Manager's decision following the hearing will be communicated to the employee and Director in writing. The City Manager's decision will be final.

~~STEP 4—Only in cases of termination can the employee appeal beyond the decision of the committee. In such cases, the employee can, within five (5) working days of the committee's decision, file a written appeal to the City Commission.~~

17-2 June 2004

CITY OF CLEWISTON
COMPLAINT PROCESSING

TO BE COMPLETED BY EMPLOYEE
STEP I

EMPLOYEE _____

DEPARTMENT _____

(LAST , FIRST, M.I.)

JOB TITLE _____

IMMEDIATE SUPERVISOR'S NAME _____

PERSONNEL POLICY/SECTION VIOLATED _____

DATE _____

STATEMENT OF COMPLAINT (The action or situation about which you have a dispute or difference. Be specific! Give names, dates, locations, etc.)

YOUR SUGGESTED SOLUTION

EMPLOYEE'S SIGNATURE _____

DATE COMPLAINT PRESENTED TO SUPERVISOR _____

WAS THIS PROBLEM DISCUSSED WITH IMMEDIATE SUPERVISOR PRIOR TO FILING THIS FORMAL COMPLAINT FORM? YES ___ NO ___ DATE _____

NOTE TO EMPLOYEE: Keep a copy of this form for your personal record. Submit all material you feel supports your complaint for consideration by the supervisor.

COMPLAINT FORM (June 2004)
OPR: Personnel Section

APPENDIX 17-1 June 2004

PAGE 2
COMPLAINT PROCESSING

TO BE COMPLETED BY IMMEDIATE SUPERVISOR

RECEIVING SUPERVISOR'S SIGNATURE _____

DATE Complaint received _____

Did you review this complaint with the above employee? () YES () NO

Immediate supervisor's answer _____

Employee's Signature Acknowledging Answer _____

DATE Employee Received Answer _____

Complaint is settled _____ DATE _____
(Employee's Signature)

Complaint is unsettled and I wish to appeal to STEP II.

Employee's Signature _____ DATE _____

TO BE COMPLETED BY DEPARTMENT DIRECTOR

STEP II

RECEIVING DEPARTMENT DIRECTOR'S SIGNATURE _____

DATE Complaint or Appeal Received _____; DATE of Step II Conference _____

DATE Employee Advised of Conference _____.

DEPARTMENT DIRECTOR'S RESPONSE _____

Department Director's Signature _____ DATE _____

Employee's Signature Acknowledging Answer _____

DATE Employee Received Answer _____

PAGE 3
COMPLAINT PROCESSING

Complaint is settled _____ DATE _____
(Employee's Signature)

Complaint is unsettled and I wish to appeal to STEP III.

(Employee's Signature) DATE _____

TO BE COMPLETED BY ~~COMPLAINT COMMITTEE~~ CITY MANAGER

STEP III

SIGNATURE OF CITY MANAGER _____

DATE ~~Complaint~~ Appeal Received _____

DATE of Step III Hearing _____

DATE Employee & Director Advised of Hearing _____

DECISION OF ~~COMMITTEE~~ CITY

~~MMITTEE~~ Manager _____

~~COMMITTEE SIGNATURE~~ _____ ~~DATE~~ _____

RECEIVED BY EMPLOYEE _____ DATE _____
(Employee's Signature)

CHAPTER 18 ADMINISTRATIVE SEPARATIONS

18.01 RESIGNATION

A. To resign in good standing an employee will give written notice to the Department Director or appointing authority a minimum of ten (10) work days in advance of the desired termination date. Department Directors will give a ~~one (1) month~~ thirty (30) calendar day advance resignation notice to the City Manager.

B. Resignation Based on Absence Without Authorization. An employee who, without valid reason, fails to report to work for three (3) consecutive work days without authorization, shall be considered absent without leave and separated from the City service. Such employees are not eligible for reemployment.

18.02 DISMISSALS

Dismissals normally result from a disciplinary transaction and are covered in the disciplinary section of the personnel policy manual.

18.03 LAYOFF SELECTION

A. In the event the City decides to lay off employees within a department, the City will first lay off those employees employed on a temporary basis. If further layoffs are necessary, selection among regular full-time and regular part-time employees shall be based upon:

1. Ability to perform all of the work available;
2. Special skills essential to the performance of the available work;
3. Job performance as reflected by performance evaluations for the past three years or the most recent evaluations available and overall disciplinary record; and
4. Job classification longevity.

B. When in the opinion of management, factors 1, 2 and 3 are relatively equal among employees, factor 4 shall be determinative.

18.04 PERMANENT LAYOFFS

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectancy to return to work. Such layoffs will be designated permanent and the employees laid off are not eligible for recall.

18.05 LAYOFF RECALL

Except for employees laid off pursuant to Section 18.04 above, regular full and regular part-time employees who have not been laid off for more than twelve (12) months will be given preference

for vacancies in the job classification from which they were laid off, provided, at the time the vacancy occurs, they remain qualified to perform all of the functions of the job. If ~~they are~~ recalled within the twelve (12) month period, their City, departmental and classification longevity is not considered broken; however, they will not be

18-1 June 2004

given credit for the period of the layoff nor will they receive wages or benefits during the period of layoff.

18.06 ORDER ~~OF~~ ~~RECALL~~.

Recall will be in inverse order of layoff as jobs become vacant within the classification.

18.07. DEATH.

Separation shall be effective as of the last day paid prior to the employee's death or the date of death, if it was paid. All compensation due to the employee as of the date of death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed form filed in the employee personnel records.

18-2 June 2004

DISTRIBUTION

The master copy of the Personnel policy manual is maintained and filed in the City ~~Manager~~ Clerk's Office. Pursuant to Commission direction, distribution of the manual is made to:

NAME/AGENCY

Mayor

City Commissioners

~~Assistant~~ City Manager

Personnel Office

City Attorney

~~Building~~ Community Development Department

Parks, Recreation & Leisure Services Department

Finance Department

Library Department

Utility Department

Public ~~Services~~ Works Department

Police Department

Fire Marshall/Fire Department

Golf Course Department

Each City Employee

Public Reference (retained in Personnel Office)

~~Florida League of Cities~~

RESOLUTION NO. 2004-0505

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ADOPTING THE CLEWISTON PERSONNEL POLICY MANUAL 2004-01; ESTABLISHING POLICIES AND PROCEDURES DESIGNED TO MANAGE THE PERSONNEL RESOURCES OF THE CITY; PROVIDING FOR THE CONTINUED UNIFORMITY AND FAIR AND EQUAL TREATMENT OF CITY EMPLOYEES; PROVIDING FOR REPEAL OF PRIOR POLICIES AND PROCEDURES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Clewiston City Staff has coordinated and drafted a total revision of the Clewiston Personnel Policy Manual; and

WHEREAS, the Personnel Policy Manual provides definitions and terms of personnel transactions to include policies and procedures concerning general provisions, classification, pay, recruitment, initial probationary period, duty standards, leaves, training, records, evaluation, benefits, disciplinary, grievance and separation actions; and

WHEREAS, it is the intent of the City of Clewiston to maintain its at-will employment relationship with all of its employees who are not subject to an employment contract for a definite period of time; and

WHEREAS, if any section or portion of any section of the Personnel Policy Manual is found to be invalid by duly constituted authority, it shall not affect the validity of the balance of the portions reflected within the manual; and

WHEREAS, all portions, whole or in part, duly enacted by the City Commission in regular session prior to enactment of this manual which are conflicting in nature are hereby repealed and declared null and void.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION IN REGULAR SESSION ASSEMBLED THERETO THAT THE CLEWISTON PERSONNEL POLICY MANUAL 2004-01 IS HEREBY ADOPTED AND SHALL BE EFFECTIVE ON THE 1ST DAY OF JULY, 2004 AND SHALL REMAIN IN EFFECT UNTIL DULY AMENDED BY THE CITY COMMISSION.

**MALI CHAMNESS
MAYOR**

ATTEST:

**JOHN T. MCCALLUM
CITY CLERK**

The Clewiston Personnel Policy 2004-1 was adopted by the City Commission in regular session on June 21, 2004.
Motion by Commissioner Pittman; seconded by Commissioner Rodriguez, Vote: 4 yeas; 0 nays; one absent
(Commissioner McCallum)



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, June 19, 2023

The City of Clewiston City Commission held a workshop in the City Hall Commission Chambers, Monday, June 19, 2023. The workshop was called to order at 2:00 p.m. by Mayor Pittman. Mayor Pittman gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel present: City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Assistant Utilities Director Lynne, Mila, Police Chief Thomas Lewis and Consulting Engineer Andy Tilton. City Attorney Dylan Brandenburg attended via telephone.

Visitors present: Lauren Melo, Ramon Iglesias

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin recommended that Agenda Item No. 5 be moved to the first position to allow Representative Lauren Melo a chance to speak to the Commission regarding legislative funding appropriations and hear the discussion.

Public Comments – There were no public comments.

- 1. Major Capital Projects Discussion Items** - Manager Martin introduced Representative Lauren Melo who was in attendance to speak about details of the substantial appropriation funding available to Hendry County for ongoing water, wastewater and other capital projects. Representative Melo reported that almost \$80,000,000 in funding appropriations were approved during the legislative session and will be used in Labelle and Clewiston with the lion's share going to Clewiston for the Wastewater Treatment Plant project. Manager Martin thanked Senator Kathleen Passidomo and Representative Melo for their leadership in getting this project approved. Manager Martin stated that we now have \$14,000,000 in all available federal and state funding commitments to initiate the design and the construction of the wastewater treatment plant facility. He then reviewed what improvements need to be updated at the plant to bring it up to compliance standards. Commissioner Gardner asked whether the projected 18 month permitting timeline might be improved. Assistant Utilities Director Lynne Mila stated that the City's treatment permit was recently renewed in a shorter timetable, but since the new request will be to expand treatment capacity, she did not know what may be involved in getting a permit with DEP for approval of the extra treatment capacity. She would be working with the engineers moving forward to expedite the important project as much as practical. Manager Martin mentioned the State Legislative Appropriation funding of \$4,000,000 previously approved for the water main extension from the US27 Corridor west to the Airport and thanked Representative Melo for securing that funding as well. He also acknowledged state support in the City securing FDOT funding for the West Ventura Streetscape & Resurfacing Improvements project for \$1,812,715. Members of the Commission expressed their appreciation to Representative Melo and Senator Passidomo for the current and past support provided for the City's capital project requests.
- 2. Golf Course Irrigation System Project** - Manager Martin summarized all the associated project details and projected costs for the replacement of the 40 plus year old irrigation system at the golf course. He also reported on the adverse impacts that the necessary excessive maintenance on the existing deteriorated system has on staffing and operations. The total project cost will not exceed \$1,580,000 and will come in part from the City's successful partnership with First Bank and US Sugar. The goal is to have this ready for

consideration on the June 26th agenda to get the effort on a schedule which will lock in a selected qualified provider to complete the project during the next fall/winter season. Commissioner Gardner was pleased with the community involvement and the donations the city receives. She feels that most communities do not have that level of partnership with the golf course being one of the best areas to fundraise for community organizations. Manager Martin added that the discussion of financing options for the golf course project will be on the next meeting agenda for further consideration.

3. **Advisory Board Member Vacancies & Nominations** - Mayor Pittman commented on the need to address advisory board vacancies and nominations for various boards. After discussion, Commission members agreed to each nominate one of the twelve applicants to the Parks, Recreation & Leisure Services Advisory Board on Monday at the next regular meeting. Manager Martin then mentioned that he had received a letter of resignation from Lowell Hughes effective the end of June for both the Planning and Zoning Board and the Area Housing Commission of Clewiston, LaBelle and Hendry County creating a vacancy on each board and stated that there is one applicant for each of those boards at this time.
4. **Police Department Vehicle/Salary Updates** - Manager Martin reviewed what was deemed mostly additional information related to previous discussions on this topic.
5. **Personnel Policy Updated Information** - City Attorney Brandenburg supplied and reviewed three state and federal requirements that are deficient in the personnel policy. Following discussion, Manager Martin recommended these changes be added to the redraft document.

Manager Martin stated that he would like to comment on two additional items that have been mentioned in previous discussions. One is having a non-employee person in a city vehicle. He recommended that for liability reasons, the City should significantly limit this in the revised policy. The other is regarding the benefit for health coverage for retiring employees between the ages of 62 and 65 only if the employee meets the required criteria which was left out of the rewrite version. His recommendation moving forward was to honor the provision for those employees with vested time of service with the City but cut it off for future employees. He will discuss the legal ramifications with the city attorney and provide more information and a modification to the policy by the next meeting.

Commissioner Gardner brought up the issue of the city having more gaming places than we have grocery stores. Commissioner Edmonds agreed. Manager Martin stated that Chief Lewis had been collaborating with the appropriate state divisions on this matter.

There were also discussions regarding opening the pool for group rentals, and alternative local traffic parallel routes through the City which stay off of US 27.

Adjournment

No official action was taken on any item.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to adjourn the workshop at 3:46 p.m. The motion was approved unanimously.

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 7
Commission Meeting Date: June 17, 2024

Subject: Resolution No. 2024-040

- 1. Background/History:** Resolution No. 2024-040 approves the agreement between the City of Clewiston and U.S. Sugar Corporation for the Golf Course Irrigation Project.

The agreement and more information will be provided at or before the meeting.



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Dylan J. Brandenburg

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ATTORNEY AT LAW

June 17th, 2024

TO: Mayor and City Commission
City Manager and Department Heads
FROM: Dylan Brandenburg, City Attorney
RE: 2024 Legislative Session Summary

Below is a final summary of bills passed by the Florida Legislature during the 2024 Legislative Session which directly impact the City in terms of its municipal code, operations, policies, or procedures.

I have separated this summary into sections coinciding with the city departments affected by the legislation. Below each item is a recommended action.

I. City Commission/Legislative

CS/CS/HB 473 Cybersecurity Incident Liability: Effective upon becoming law

This bill has not yet been presented to the Governor for approval or veto. The Bill creates § 768.401, F.S. which provides that a municipality which substantially complies with cybersecurity training, standards, and notification protocols required by § 282.3185, F.S., is not liable for damages sustained by a third party in connection with a cybersecurity incident. Such protection would apply to any suit filed on or after the effective date of the Bill.

If this Bill becomes law, City Commission and Staff should be aware of this change; however, no additional action is needed.

CS/CS/SB 1628 Local Government Actions: Effective October 1, 2024

This bill was signed into law by the Governor on May 6, 2024, as Chapter No. 2024-145, Laws of Florida. It amends § 166.041, F.S. to add an exemption from the requirement to prepare a business impact statement for ordinances enacted to implement a Comprehensive Plan amendment or LDR initiated by a private party.

City Commission and Staff should be aware of this change; however, no additional action is needed.

CS/HB 1082 Housing for Legally Verified Agricultural Workers: Effective July 1, 2024

This bill has not yet been presented to the Governor for approval or veto. The Bill amends § 163.3162, F.S. to define “legally verified agricultural worker” and to prohibit local governments from passing or enforcing legislation that inhibits the construction or installation of housing for legally-verified agricultural workers on land classified as agricultural and which is operated as a bona fide farm. The construction or installation of such housing units must nevertheless meet certain criteria. The Bill allows local governments to adopt ordinance that are less restrictive, but such ordinances must comply with all state and federal regulations for migrant farmworker housing. The Bill also provides for circumstances allowing the removal or disuse of such housing, and recordkeeping requirements for property owners related to such housing sites.

If this Bill becomes law, City Commission and Staff should be aware of this change; however, no additional action is needed.

CS/SB 676 Food Delivery Platforms: Effective upon becoming law

This bill was signed into law by the Governor on April 2, 2024 as Chapter No. 2024-48, Laws of Florida. The Bill creates § 509.103, F.S. to define and provide regulations for food delivery platforms, which are businesses that act as a third-party intermediary for the consumer by taking and arranging for the delivery or pickup of orders from multiple food service establishments.¹ The Bill expressly preempts regulation of food delivery platforms to the state.

City Commission and Staff should be aware of this preemption; however, no additional action is needed.

CS/CS/HB 433 Employment Regulations: Effective July 1, 2024

This bill was signed into law by the Governor on April 11, 2024 as Chapter No. 2024-80, Laws of Florida. The Bill amends §§ 448.106, 218.077, and 448.077, F.S. to preempt the regulation of workplace heat exposure requirements to the state while clarifying that the preemption does not prohibit a local government from providing its own requirements for its own employees, nor does it apply if compliance prevents the local government from receiving federal funds. The Bill also prohibits local governments from preferring one contractor over another based on the wages or employment benefits provided by the contractor, and removes the ability of local governments to require a minimum wage for certain employees under the terms of a contract. Finally, it expressly preempts the regulation of the terms and conditions of employment to the state and allows local governments to provide certain employment benefits for the employees of the local government that exceed state or federal law.

City Commission and Staff should be aware of these changes and their impact on procurement and employment; however, no additional action is needed.

¹ E.g. “Uber Eats,” “Door Dash,” or “Grubhub.”

CS/CS/SB 1084 E.V. Charging Station Preemption: Effective July 1, 2024 except as expressly provided for otherwise

This bill was signed into law by the Governor on May 1st, 2024. It is a comprehensive bill that enacts a variety of changes to the regulatory activities of the Department of Agriculture and Consumer Services. As it relates to local governments, the Bill amends § 366.94, F.S. to preempt the regulation of electronic vehicle charging stations to the state and expressly prohibits a local government from enacting any ordinance or regulation related to electronic vehicle charging stations.

City Commission and Staff should be aware of this preemption; however, no additional action is needed.

CS/CS/CS/SB 280 Vacation Rentals: Effective July 1, 2024

This bill has not yet been presented to the Governor for approval or veto. This Bill amends § 509.032, F.S. to allow a local government to implement and use a vacation rental registration program. This Bill also provides for the imposition of fines against the vacation rental property for failure to register under the program. A business impact statement must be prepared by the local government before such a registration program is implemented. The registration program parameters set by this Bill do not apply to any county registration program that was in effect before January 1, 2016 or to amendments thereto that were in effect before January 1, 2024. The registration program parameters set by this Bill allow a local government to collect a *reasonable fee per unit* for processing the registration application. Annual renewals are contemplated. The registration program parameters set by this Bill also allow a local government to collect a *reasonable post registration inspection fee* to cover the cost of inspections to determine compliance with the Florida Building Code and the Florida Fire Prevention Code. The Bill prescribes that an initial or renewal registration may require the vacation rental operator to:

- Submit identifying information about the vacation rental property owner and the operator; and
- Provide proof of a state license issued by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation (Division) to operate a vacation rental; and
- Provide proof of having obtained all required tax registrations, receipts or certificates issued by the Department of Revenue, a county, or a municipality; and
- Maintain all provided information current; and
- Pay in full all recorded municipal liens against the vacation rental premises; and
- Designate and maintain at all times a responsible party who is capable of responding to complaints related to the vacation rental use, being available by telephone 24/7, and being available to accept, on behalf of the owner/operator, legal notice of any violations; and
- Submit documentation establishing the maximum occupancy for the vacation rental which may not exceed either 2 persons per bedroom, plus an additional 2 persons in one common area, or more than 2 person per bedroom if there is at least 50sf per person in the bedroom, plus an additional 2 persons in one common area, whichever is greater.

The Bill also establishes deadlines for the local government to review registration applications for completeness, and to approve the registration, or issue a written notice of denial. Registration

applications which are not acted upon within the deadlines are deemed accepted. The Bill also limits the fine a local government may impose on a vacation rental operator to a maximum of \$500 for failing to meet registration requirements or operating without a valid registration. The Bill also sets forth very specific requirements for suspending and revoking a vacation rental registration through the code enforcement process. Finally, the Bill does not prohibit local governments from adopting legislation that applies uniformly without regard to whether the residential property is used as a vacation rental.

If this Bill becomes law, City Commission and Staff should be aware of these changes and City Staff should review the City's ordinance to ensure consistency with current state law.

CS/CS/HB 1645 Energy Resources and Resiliency Infrastructure Facilities: Effective July 1, 2024

This bill was signed into law by the Governor on May 15th, 2024. The Bill creates § 163.3210, F.S. entitled "Natural gas resiliency and reliability infrastructure" and is intended to maintain, encourage and ensure adequate and reliable fuel sources for public utilities. "Resiliency facility" means a facility owned and operated by a public utility for the purposes of assembling, creating, holding, securing, or deploying natural gas reserves for temporary use during a system outage or natural disaster. Under the Bill, resiliency facilities shall be a permitted use in all commercial, industrial, and manufacturing land use categories in a local government Comprehensive Plan and all commercial, industrial, and manufacturing zoning districts. Such facilities are required to comply with the setback and landscape criteria for other similar uses, and a local government may adopt an ordinance specifying buffer and landscaping requirements provided such requirements do not exceed those in place for similar uses. After July 1, 2024, a local government may not amend its Comprehensive Plan, land use map, zoning districts, or LDRs in a manner that would conflict with a resiliency facility's classification as a permitted and allowable use. The Bill also amends § 366.042, F.S. to require municipal electric utilities to enter into and maintain mutual aid agreements with other municipal electric utilities or private contractors for the purposes of restoring power following a natural disaster, and requires the municipal utility to annually submit an attestation to the Public Service Commission confirming compliance with the new requirement. Finally, the Bill amends § 286.29, F.S. to eliminate the requirement that local governments select vehicles based on the greatest fuel efficiency when procuring new vehicles under a state purchasing plan.

City Commission and Staff should be aware of these changes and Staff should review the City Code to determine if revisions are warranted; however, no additional action is needed.

CS/CS/SB 1420 Comprehensive Plan Amendment Processing; Bridge Loan Program: Effective July 1, 2024 except as expressly provided for otherwise

This bill has not yet been signed by the Governor. As it relates to Comprehensive Plan amendments, the Bill amends § 163.3184, F.S. to require a local government to hold a second public hearing to adopt a Comprehensive Plan amendment (under both expedited state review and state coordinates review processes) within 180 days after receipt of agency comments. If the second reading is not held within 180 days after receipt of agency comments, it is deemed withdrawn. The Bill also deems a Comprehensive Plan amendment to be withdrawn if the

amendment is not transmitted to agency within 10 working days after the final adoption hearing (under both expedited state review and state coordinates review processes).

The Bill also amends § 288.066, F.S. to extend the repayment period of the Local Government Emergency Revolving Bridge Loan Program 10 years (previously 5) and directs the agency to amend existing loans executed before February 1, 2024 to increase the loan term to a total of 10 years from the original date of execution.

If this Bill becomes law, City Commission and Staff should be aware of these changes to Comprehensive Plan amendment processing times to ensure compliance; however, no additional action is needed.

CS/HB 479 Alternative Mobility Funding Systems: Effective October 1, 2024

CS/HB 479 has not yet been presented to the Governor for approval or veto. The Bill amends § 163.3164, F.S. to define the terms “mobility fee” and “mobility plan” within the Community Planning Act. The Bill revises § 163.3180, F.S. to provide that if a local government elects to repeal transportation concurrency, it may adopt an alternative transportation system that is or is not a mobility-plan and fee-based system. The Bill further provides that if a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts and sets forth specific requirements for such agreement.

The Bill further amends § 163.31801, F.S. to provide that local governments adopting and collecting impact fees must use localized data no older than 4 years from the current impact fee update, and that the new study must be adopted by the local government within 12 months of the initiation of the impact fee program if the impact fee amount is increased. Finally, for local governments that adopt an alternative transportation system, the holder of any transportation or road impact fee credits in existence as of the system adoption is entitled to the full benefit of the intensity and density prepaid by the credit system as of the date the alternative transportation system was first established.

If this Bill becomes law, City Commission and Staff should be aware of these changes relative to mobility funding; however, no additional action is needed.

CS/CS/HB 1365 Unauthorized Public Camping and Public Sleeping: Effective October 1, 2024

This bill was signed into law by the Governor on March 20, 2024 as Chapter 2024-11, Public Laws of Florida. The Bill creates § 125.0231, F.S. and prohibits a municipality from authorizing public camping or sleeping² on any public property or right-of-way within its jurisdiction. The Bill allows a county to designate property owned by the county, or property owned by a municipality, with the municipality’s concurrence by majority vote of the municipality’s governing body, to be

² These are defined terms in the new legislation.

designated for public camping or sleeping for a period of up to 1 year. A variety of conditions and restrictions must be met by the county, including minimum standards and procedures for ensuring safety and security, maintaining sanitation, coordinating the provision of behavioral health services, prohibiting possession illegal substances by occupants, etc. The Bill also provides a private cause of action for counties and municipalities that allow public camping or sleeping but fail to comply with the statutory conditions.

City Commission and Staff should be aware of these changes; however, no additional action is needed.

CS/CS/HB 7013 Special Districts: Effective July 1, 2024

This bill was signed into law by the Governor on April 26, 2024 as Chapter No. 2024-136, Laws of Florida. The Bill amends § 189.0694, F.S. to require, beginning October 1, 2024, that a special district establish goals and objectives for each program and activity it undertakes, as well as performance measures and standards to determine if these goals and objectives are being met. The Bill also amends § 388.211, F.S. to state that the boundaries of an independent special district shall only be changed by general law or special act, not including community development districts created under Chapter 190, and addresses procedures applicable to inactive special districts.

City Commission and Staff should be aware of these changes; however, no additional action is needed.

CS/SB 7014 Ethics: Effective upon becoming law

This bill has not yet been presented to the Governor for approval or veto. This Bill amends § 112.3144, F.S. to allow filers of financial disclosures who are attorneys to indicate on the disclosure that they have a client that meets the disclosure requirement without providing further information about the client if the disclosure of identifying information would violate confidentiality or privilege. The Bill further amends § 112.321, F.S. to limit the term of members of the Commission on Ethics to 2 years. Amendments to § 112.324, F.S. impose additional requirements on the Commission regarding the investigation of complaints. Finally, the Bill also amends § 112.326, F.S. to require a specific noncriminal complaint procedure if a local government adopts by ordinance or rule more stringent standards of conduct and disclosure requirements, including a requirement that such complaints be based on personal knowledge rather than hearsay and a requirement to include a process for the recovery of costs and attorney's fees if a complaint is filed with malicious intent or to injure the reputation of a public officer, employee or candidate for public office.

If this Bill becomes law, City Commission and Staff should be aware of these changes; however, no additional action is needed.

II. Clerk's Office

CS/HB 103 Pub. Rec./ County and City Attorneys: Effective July 1, 2024

This bill has not yet been presented to the Governor for approval or veto. The Bill amends § 119.071, F.S. to create a public records exemption for the personal identifying information of current municipal attorneys and assistant municipal attorneys (same for county attorneys) as well as information regarding the spouses and children of those attorneys. The exemption does not apply to attorneys who qualify as candidates for election to public office.

If this Bill becomes law, City Commission and Staff should be aware of this change and should update public records policies as necessary; however, no additional action is needed.

III. Building Department

CS/CS/SB 328 Affordable Housing: Effective upon becoming law

This bill was signed into law by the Governor on May 16th, 2024. The Bill amends various provisions of the Live Local Act (Act), (§ 166.04151, F.S.), passed during the 2023 Regular Session, which made substantial changes and additions to affordable housing related programs and policies at both the state and local level. As it pertains to the preemption of certain local zoning and land use regulations to expedite the development of affordable housing, the Bill:

- Clarifies that a local government's "currently allowed" density, height, and floor area ratio does not include bonuses, variances, or special exceptions for density provided in the LDRs.
- Prohibits a local government from restricting the Floor Area Ratio (FAR) for qualifying developments below 150% of the highest currently allowed FAR on any land in the municipality.
- Modifies the height preemption provisions for situations where a qualifying development is adjacent to single-family residential use to allow the municipality to restrict the height of the proposed development to 150% of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property in the LDRs or 3 stories, whichever is higher.
- Prohibits developments that are located within one-quarter mile of a military installation, or that are located within certain airport impacted areas from utilizing the administrative approval process.
- Requires developments that may get built pursuant to the Act to be treated as a conforming uses even after expiration of the affordability period and after the expiration of the applicable statutes.
- Requires local governments to reduce required parking by 20% for qualifying developments located near certain transportation facilities, with total elimination of required parking in certain instances.
- Requires the local government to publish a policy containing procedures and expectations for the administrative approval of qualifying developments on its website.

City Commission and Staff will need to create the administrative approval policy required by the Bill. Staff should be aware of the other changes noted above relative to development applications for such projects.

CS/CS/CS/HB 267 Building Permit Application Processing: Effective January 1, 2025

This bill was signed into law by the Governor on May 17th, 2024. This Bill amends § 553.792, F.S. to shorten the timeframes for the processing of building permit applications:

- Local governments must determine if a building permit application is *complete* within 5 business days of receipt (previously 10 days) and if a building permit application is *sufficient* within 10 business days of receipt (previously 45 days); and
- Local governments must approve, approve with conditions, or deny a complete and sufficient permit application within 30 business days (if building is under 7,500 sf) or within 60 business days (if building is 7,500 or more sf, or for signs, or for multi-family buildings with less than 50 units) when using local government review staff (previously 120 days); or within 15 business days when a private provider is retained (previously 120 days); or within 12 business days if the permit falls under an already-approved master plan permit (previously 120 days).

The Bill also revises § 553.791, F.S. by defining the term “private provider firm” and by requiring expedited review and deficiency notice timelines of 10 days for the building official when a sealed affidavit is provided (previously 20 days). Finally, the Bill revises § 553.73, F.S. by eliminating the requirement for sealed drawings for replacement of windows, doors and garage doors in existing one or two family dwellings if certain conditions are met.

City Commission and Staff should be aware of these changes and their impact on the processing of building applications; however, no additional action is needed.

CS/CS/CS/SB 812 Expedited Processing of Building Applications for Residential Buildings: Effective upon becoming law

This bill was signed into law by the Governor on May 30th, 2024. This Bill creates § 177.073, F.S. and provides an expedited approval process for residential building permit applications when submitted before a final plat is issued. No later than October 1, 2024, municipalities with populations greater than 10,000, and containing 25 acres or more of contiguous land designated in their Comprehensive Plans and on their Future Land Use Maps for agricultural use or residential use, must create a program to expedite the process for issuing building permits for residential buildings based on a preliminary plat and must issue a number or percentage of building permits as requested by an applicant, under certain circumstances. The Bill also requires those same municipalities, no later than December 31, 2027, to update their expedited building permit programs to include a process for issuing permits for residential subdivisions or planned communities before the final plat is recorded. It further requires the municipal governing bodies to create a two-step process for adoption of a preliminary plat, and a master building permit process for applicants seeking multiple permits. Finally, the Bill requires municipal local governments to establish a registry of at least 3 qualified contractors which may be called upon to supplement the municipal permitting staff to timely process the expedited review of a preliminary plat application.

City Commission and Staff should be aware of this change. Though given the City’s population it’s likely that the bill does not apply.

CS/HB 705 Public Works Projects: Effective July 1, 2024

This bill was signed into law by the Governor on May 29th, 2024. Current law prohibits any political subdivision that contracts for a public works project which is paid for with state-appropriated funds from imposing certain requirements on the contractor, with certain exceptions, and defines “public works project” as an activity that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision. At § 255.0992, F.S., the Bill amends the definition of “public works project” to include all projects paid for with local funds in addition to state-appropriated funds, but exempt the provision of goods, services, or work merely incidental to the public works project.

City Commission and Staff should be aware of these changes and their impact on procurement of Public Works projects; however, no additional action is needed.

CS/SB 1526 Unsafe Structures, Demolition, Reconstruction: Effective upon becoming law

This bill was signed into law by the Governor on March 22nd, 2024. The bill creates § 553.8991, F.S., the Resiliency and Safe Structures Act, which provides that a local government may not prohibit, restrict, or prevent the demolition of certain structures (nonconforming, unsafe or ordered for demolition) seaward of the coastal construction control line for any reason other than public safety, and may only administratively review an application for a demolition permit for compliance with other Codes and any regulation applicable to a similarly-situated parcel. Local governments are also prohibited from imposing additional land development regulations or public hearings on an applicant for a permit under this Bill. The Bill prohibits local governments from imposing certain restrictions and limitations on a replacement structure to be built on the property where a qualifying structure was demolished. It further requires local governments to authorize replacement structures for qualifying buildings to be developed to the maximum height and overall building size authorized by local land development regulations (LDRs) for similarly situated parcels within the same zoning district. The provisions of the Bill do not apply to certain structures, including single-family homes, historic structures, structures located on a barrier island in a municipality with a population of less than 10,000, a portion of which is in certain flood zones. Finally, the Bill preempts a local government from adopting or enforcing a law that in any way limits the demolition of certain structures or that limits the development of a replacement structure, and also preempts a local government from penalizing an owner or a development of a replacement structure for demolition and makes any such law contrary to the Bill void.

City Commission and Staff should be aware of these changes and the impact on development and redevelopment; however, no additional action is needed.

IV. Finance Department/Procurement

HB 7063 Anti-Coercion Affidavit for Obtaining Labor Services: Effective July 1, 2024

This bill was signed into law by the Governor on May 13th, 2024. This Bill amends § 787.06, F.S. to require that nongovernmental entities contracting (executing, renewing or extending) with a

government entity provide an affidavit attesting that the nongovernmental entity does not use coercion in acquiring labor services.

If this bill becomes law, the City will need to update procurement policies as well as all contracts and bidding forms to conform with this new law.

CS/CS/SB 770 Property Assessed Clean Energy Improvements Financing: Effective July 1, 2024

This bill has not yet been presented to the Governor for approval or veto. The bill revises various requirements relating to the Property Assessed Clean Energy (PACE) program. The Bill:

- Defines a number of terms.
- Authorizes the use of interlocal agreements between one or more municipality or county for the purpose facilitating a PACE program and providing PACE financing, specifying that the property for which qualifying improvements are made must be located within a local government's boundaries that is a party to agreement.
- Provides that program administrators may only finance qualifying improvements within a county or municipality that has authorized, by ordinance or resolution, administration of the PACE program within their jurisdiction.
- Authorizes local governments to enter financing agreements with property owners under certain conditions.
- Revises and specifies public recording requirements for assessment financing agreements and notices of lien.
- Authorizes local governments to include in any contracts with program administrators provisions for performing annual reviews to confirm compliance.
- Prohibits accelerating unpaid balances for liens relating to PACE improvements.
- Creates a new provision for financing qualifying improvements to commercial property and creates specific requirements relative to commercial projects.
- Includes a variety of new consumer protection requirements imposed on the approval of PACE financing agreements, including the prohibition of enforcing liens that would accelerate remaining nondelinquent unpaid balances.

If this Bill becomes law, City Commission and Staff should be aware of these changes; however, no additional action is needed.

V. Police and Code Enforcement

CS/HB 151 Florida Retirement System: Effective July 1, 2024

This bill was signed into law by the Governor on April 15, 2024 as Chapter No. 2024-92, Laws of Florida. This Bill amends certain provisions of the Florida Retirement System (FRS) including limiting the ability of retirees who are re-employed to receive both retirement benefits and a salary for a period of 6 months, and adjustments to the employee and employer contribution levels of the FRS. The amendment also closes to new members the Florida Retirement System Preservation of Benefits Plan as of July 1, 2026.

City Commission and Staff should be aware of these changes; however, no additional action is needed.

HB 601 Complaints Against Law Enforcement and Correctional Officers: Effective July 1, 2024

This bill was signed into law by the Governor on April 12, 2024 as Chapter No. 2024-86, Laws of Florida. The Bill amends § 112.533, F.S. to make it unlawful for municipalities or citizen oversight boards to pass or enforce any ordinance relating to the receipt, processing or investigation of complaints of misconduct by law enforcement officers and correctional officers. The Bill also prohibits the creation of any laws in relation to civilian oversight of a law enforcement agency with respect to the investigation of complaints but would allow a chief of a municipal police department to establish a civilian oversight board to review the policies and procedures of the department and its subdivision with certain requirements as to the number of members and composition.

City Commission and Staff should be aware of these changes; however, no additional action is needed.

SB 184 Impeding, Threatening, or Harassing First Responders: Effective January 1, 2025

This bill was signed into law by the Governor on April 12, 2024 as Chapter No. 2024-85, Laws of Florida. The Bill amends § 843.31, F.S. to make it unlawful for any person, after being given a warning not to approach by a first responder, to violate the warning and approach or remain within 25 feet of the first responder with the intent to impede the first responder's ability to perform their duty, threaten with physical harm, or harass the first responder. Violation of this subsection would be a second-degree misdemeanor punishable as provided under § 775.082 or § 775.083, F.S.

City Commission and Staff should be aware of this change; however, no additional action is needed.

VI. Utilities Department

CS/SB 7006 OGSR/Utility Owned or Operated by a Unit of Local Government: Effective October 1, 2024

CS/SB 7006 was signed into law by the Governor on March 22, 2024 as Chapter No. 2024-24, Laws of Florida. The Bill amends § 119.0713, F.S. to save from repeal the public record exemption of certain information held by a municipal utility, including security information and certain customer meter-derived data and billing information, and extends the repeal date for the public meetings exemptions relating to information technology security of municipal utilities to October 2, 2027.

City Commission and Staff should be aware of this change and should update public records policies as necessary; however, no additional action is needed.

CS/SB 7040 Ratification of FDEP Rules Regulating Stormwater: Effective upon becoming law

This bill has not yet been presented to the Governor for approval or veto. The Bill ratifies the FDEP's revisions to the stormwater management rules within Chapter 62-330 of the Florida Administrative Code with several changes. As required by the Clean Waterways Act, the FDEP

and the water management districts initiated rulemaking to update the stormwater design and operation regulations for environmental resource permitting, including updates to the Environmental Resource Permit Applicant's Handbook. The proposed rules were developed to increase the removal of nutrients from stormwater runoff to help protect the state's waterways. The Bill will impact development and construction projects for which stormwater management and design plans were submitted, but exempts such applications submitted before January 1, 2024.

If this Bill becomes law, City Commission and Staff should be aware of this change; however, no additional action is needed.

VII. Grants/Funding

SB 1638 Funding for Environmental Resource Management: Effective upon becoming law if SB 7080 or similar legislative is adopted this session

This bill was signed into law by the Governor on April 4, 2024 as Chapter No. 2024-58, Laws of Florida. The Bill amends § 380.095, F.S. to require the Legislature to appropriate revenues from the gaming compact to acquire and manage conservation lands, and to make investments in resiliency efforts and clean water infrastructure. This includes money for grants to local government for water quality improvements and greenways and trails under the Water Quality Improvement Grant and Local Trail Management Grant Programs.

City Commission and Staff should be aware of this change relative to future grant funding opportunities; however, no additional action is needed.

CS/CS/CS/HB 287 Local Agency Program Funding for Transportation Facilities: Effective July 1, 2024

This bill was signed into law by the Governor on May 13th, 2024. The bill creates § 339.28201 F.S. to codify the Local Agency Program (LAP) within Florida Department of Transportation (FDOT) which provides federal funds to subrecipient municipalities in order to develop, design, and construct transportation facilities. The Bill provides that the LAP will have the purpose of providing assistance to subrecipient agencies, which include counties, municipalities, intergovernmental agencies, and other eligible governmental entities, in developing, designing, and constructing transportation facilities using funds allocated by federal agencies to FDOT which are then suballocated by FDOT to local agencies.

City Commission and Staff should be aware of this change; however, no additional action is needed.

CS/CS/HB 1557 Resilient Florida Grant Program Funding: Effective July 1, 2024

This bill was signed into law by the Governor on May 13th, 2024. It is a comprehensive bill that adjusts the responsibilities of the Florida Department of Environmental Protection (FDEP) and the state's Water Management Districts (WMD). As it relates to local governments, the Bill expands the types of projects undertaken by municipalities and counties that may be awarded funding by the Resilient Florida Grant Program and expands the information that must be submitted to the FDEP when vulnerability assessments are funded. Worth nothing for the future, it also requires

each WMD, in coordination with the FDEP, to develop rules that promote the reuse of reclaimed water by December 31, 2025.

City Commission and Staff should be aware of this change; however, no additional action is needed.

VIII. Bills that did not pass.

SB 1322/HB 1195: Millage Rates – would have required local government to have a two-thirds vote of its governing body to increase the millage rate.

SB 734/HB 735: Government Accountability – proposed the establishment of requirements for lobbyist registration for individuals lobbying local governments. It also proposed restrictions to the renewal or extension of an employment agreement with a chief executive officer or attorney of a municipality during the 8 months immediately preceding a municipal election unless such renewal or extension was by unanimous vote.

SB 472/HB 569: Sovereign Immunity – would have increased the sovereign immunity caps for tort claims from \$200,000 per person and \$300,000 per incident to \$400,000 per person and \$600,000 per incident (later amended to \$500,000 per incident). It also proposed periodic adjustments to the sovereign immunity cap in accordance with the consumer price index. The legislation would have allowed governments the ability to settle a claim above the statutory limits without the need for a claims bill, and lowered the statute of limitations on negligence claims from 4 years to 2, so that it is consistent with a 2023 change to the statute of limitations for general negligence cases.

SB 104/HB 47: Municipal Water and Sewer Utility Rates – this bill, and a set of related bills (including SB 1080 & 1510, and HB 777 & 1277), attempted to regulate municipal utilities. The bills included a proposal to limit the fees charged by a municipality that operates a water or sewer utility providing services to customers outside the municipality, and would require a rate study under certain circumstances for customers outside the municipality.

SB 298/HB 1079: Saltwater Intrusion Vulnerability Assessments – would have authorized the FDEP to award grants to certain coastal counties for saltwater intrusion vulnerability assessments, and would have prohibited municipalities from establishing coastal construction zoning and building codes in lieu of state coastal construction regulations unless FDEP had authorized the same prior to December 1, 2023.

HB 157/SB 894: Governing Body Meetings – would have allowed the governing body of a municipality to convene meetings and conduct official business via teleconferencing or other technological means under certain conditions 2 times in a calendar year; did not apply to meetings that include formal action on ordinances or quasi-judicial hearings.

HB 811/SB 862: Public Records/County Administrators and City Managers – would have created an exemption from public records requirements for the personal identifying and location information of current county administrators and city managers, including the names and personal

identifying and location information of the spouses and children of current county administrators and city managers.

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**CITY OF CLEWISTON
COMMISSION MEETING
AS OF JUNE 17, 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	Driveway Apron Ordinance Amendment – First Reading			X	Not adopted
3	1.27.20	ACTION	Storm Shutters Ordinance Review		Workshop December 2022	X	Ordinance approved 2/20/2023
4	1.27.20	ACTION	City Goals and Strategies Ongoing Discussion	X			
5	2.17.20	ACTION	US 27 Corridor Ordinance Review		Workshops June, July & August 2022	X	Ordinance approved 10/17/2022
6	2.17.20	ACTION	First Responder Interlocal Agreement (Fire)			X	Approved 2/15/2021
7	4.20.20	ACTION	Review water and sewer rates for “Out of City” and “Out of County” customers including bulk customers	X	Workshop TBD		(following legislative session)
8	7.20.20	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop May 2023		
9	7.20.20	ACTION	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF JUNE 17, 2024**

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

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF JUNE 17, 2024**

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

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF JUNE 17, 2024**

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



City of Clewiston, FL

Budget Report Account Summary

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Category: 30 - Property taxes						
001-311100	Ad Valorem Taxes	2,173,448.00	2,173,448.00	38,893.53	2,108,655.42	-64,792.58 97.02 %
001-311200	Ad Valorem-Delinquent	50,494.00	50,494.00	0.00	23,678.80	-26,815.20 46.89 %
Category: 30 - Property taxes Total:		2,223,942.00	2,223,942.00	38,893.53	2,132,334.22	-91,607.78 95.88 %
Category: 31 - Other taxes						
001-312400	Local Option Gas Tax	377,704.00	377,704.00	33,758.20	220,122.28	-157,581.72 58.28 %
001-312401	0.02 Local Option Gas Tax	80,702.00	80,702.00	7,139.70	47,474.27	-33,227.73 58.83 %
001-312600	Discretionary Tax	1,022,912.00	1,022,912.00	146,958.24	581,463.85	-441,448.15 56.84 %
001-314100	Electric Utility Tax	542,000.00	542,000.00	45,833.88	338,778.36	-203,221.64 62.51 %
001-314200	Utility Tax-Natural Gas	9,000.00	9,000.00	571.28	5,703.30	-3,296.70 63.37 %
001-315000	Communications Services Tax	200,104.00	200,104.00	21,520.57	139,681.82	-60,422.18 69.80 %
001-316000	Local Business Tax	32,000.00	32,000.00	80.00	705.00	-31,295.00 2.20 %
001-323400	Propane Utility Tax	13,000.00	13,000.00	1,219.68	9,253.15	-3,746.85 71.18 %
Category: 31 - Other taxes Total:		2,277,422.00	2,277,422.00	257,081.55	1,343,182.03	-934,239.97 58.98 %
Category: 32 - Licenses and Permits						
001-322100	Permits- Buildings	50,000.00	50,000.00	6,480.50	36,529.24	-13,470.76 73.06 %
001-322130	Plan Review	16,000.00	16,000.00	3,237.34	18,510.42	2,510.42 115.69 %
001-323401	Natural Gas Franchise	35,000.00	35,000.00	878.80	9,028.91	-25,971.09 25.80 %
001-325102	Assessment 2013 Driveways	0.00	0.00	29.59	6,221.10	6,221.10 0.00 %
001-325500	Fire Services Assessment	356,904.00	356,904.00	18,752.18	321,541.45	-35,362.55 90.09 %
001-329001	Training Surcharge(Bldg)	500.00	500.00	0.00	146.24	-353.76 29.25 %
001-329200	Permits - Plumbing	1,500.00	1,500.00	0.00	986.00	-514.00 65.73 %
001-329210	Permits - Electric	4,000.00	4,000.00	0.00	6,372.70	2,372.70 159.32 %
001-329220	Permits - Yard Sale	75.00	75.00	0.00	0.00	-75.00 0.00 %
001-329300	Permits - Signs	350.00	350.00	0.00	640.00	290.00 182.86 %
001-329410	Permits - Mechanical	2,600.00	2,600.00	178.00	2,444.67	-155.33 94.03 %
001-329420	Permits - Roofing	11,000.00	11,000.00	4,217.11	16,747.51	5,747.51 152.25 %
001-329430	Reinspection Fee	500.00	500.00	339.00	1,065.00	565.00 213.00 %
Category: 32 - Licenses and Permits Total:		478,429.00	478,429.00	34,112.52	420,233.24	-58,195.76 87.84 %
Category: 33 - Intergovernmental Revenue						
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	0.00	0.00	-755,263.00 0.00 %
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 0.00 %
001-335120	State Revenue Sharing	383,042.00	383,042.00	31,285.73	250,285.88	-132,756.12 65.34 %
001-335140	Mobile Home Licenses	5,200.00	5,200.00	50.25	3,680.62	-1,519.38 70.78 %
001-335150	Alcoholic Beverage Lic.	4,000.00	4,000.00	0.00	3,369.79	-630.21 84.24 %
001-335180	Half Cent Sales Tax	436,557.00	436,557.00	45,013.74	255,946.08	-180,610.92 58.63 %
001-335490	Fuel Tax Refunds	10,000.00	10,000.00	1,202.97	8,274.73	-1,725.27 82.75 %
001-338100	School Dist. - Rec. Facility Support	50,000.00	50,000.00	0.00	0.00	-50,000.00 0.00 %
001-338200	County-Fire Protection	593,184.00	593,184.00	0.00	228,745.68	-364,438.32 38.56 %
001-338300	County Occ. Licenses	4,000.00	4,000.00	0.00	864.58	-3,135.42 21.61 %
001-338400	County - Recreation	150,000.00	150,000.00	0.00	75,000.00	-75,000.00 50.00 %
001-338500	County - Library	77,202.00	77,202.00	0.00	0.00	-77,202.00 0.00 %
001-338800	County - Animal Control	214,548.00	214,548.00	0.00	49,944.41	-164,603.59 23.28 %
Category: 33 - Intergovernmental Revenue Total:		2,732,996.00	3,955,671.00	77,552.69	3,024,665.29	-931,005.71 76.46 %
Category: 34 - Charges for Services						
001-341200	Zoning Fees	2,500.00	2,500.00	50.00	6,600.00	4,100.00 264.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-341201	GF Admin. Charges	348,815.00	348,815.00	0.00	166,589.00	-182,226.00	47.76 %
001-342100	Golf Cart Reg. Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
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	70.14	70.14	0.00 %
001-343913	Mowing for FDOT	18,952.00	18,952.00	0.00	9,475.96	-9,476.04	50.00 %
001-343914	Lights Maintenance FDOT	17,052.00	17,052.00	0.00	0.00	-17,052.00	0.00 %
001-343915	Signal Maintenance FDOT	28,068.00	28,068.00	0.00	0.00	-28,068.00	0.00 %
001-343916	Development Application	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
001-346100	Mosquito Control	330,216.00	330,216.00	27,643.79	220,707.51	-109,508.49	66.84 %
001-346200	Animal Control	4,000.00	4,000.00	1,300.00	1,211.68	-2,788.32	30.29 %
001-347100	Library Misc.	5,000.00	5,000.00	473.84	4,008.15	-991.85	80.16 %
001-347224	G/C Beer Sales	17,000.00	17,000.00	1,437.73	11,278.69	-5,721.31	66.35 %
001-347225	Golf Pro-Shop Sales	60,000.00	60,000.00	3,393.50	30,954.09	-29,045.91	51.59 %
001-347227	Junior Golf Camp	6,000.00	6,000.00	0.00	0.00	-6,000.00	0.00 %
001-347228	Golf Tournament Fees	42,240.00	42,240.00	8,712.00	37,481.00	-4,759.00	88.73 %
001-347229	G/C Capital Improvement Fee	41,765.00	41,765.00	2,151.02	31,499.47	-10,265.53	75.42 %
001-347230	Golf Membership Dues	48,750.00	48,750.00	0.00	47,569.23	-1,180.77	97.58 %
001-347231	Green Fees	122,330.00	122,330.00	5,159.73	89,437.00	-32,893.00	73.11 %
001-347232	Golf Carts	242,473.00	242,473.00	16,307.23	173,657.26	-68,815.74	71.62 %
001-347233	Bag Storage	3,000.00	3,000.00	0.00	2,429.75	-570.25	80.99 %
001-347234	Locker Rental	1,100.00	1,100.00	0.00	943.08	-156.92	85.73 %
001-347237	Snack Sales	25,000.00	25,000.00	1,868.58	13,642.15	-11,357.85	54.57 %
001-347238	Range Balls	11,000.00	11,000.00	1,286.00	8,936.81	-2,063.19	81.24 %
001-347239	Golf Course Misc.	3,500.00	3,500.00	257.70	4,158.12	658.12	118.80 %
001-347240	Swimming Pool Admissions	10,230.00	10,230.00	400.00	400.00	-9,830.00	3.91 %
001-347249	Ballfield Lights Fee	500.00	500.00	0.00	0.00	-500.00	0.00 %
001-347250	Ballfield Usage Fee	500.00	500.00	0.00	0.00	-500.00	0.00 %
001-347520	Auditorium Fees	70,000.00	70,000.00	300.00	34,052.50	-35,947.50	48.65 %
001-347521	JBA - Set-up Fee	8,400.00	8,400.00	120.00	3,480.00	-4,920.00	41.43 %
001-347522	JBA Sanitize Fee	12,250.00	12,250.00	400.00	8,050.00	-4,200.00	65.71 %
001-347523	Police Security Fees	7,000.00	7,000.00	0.00	313.95	-6,686.05	4.49 %
001-347524	Auditorium Security	16,000.00	16,000.00	906.03	8,429.21	-7,570.79	52.68 %
001-347530	Recreation - Activity Fees	2,500.00	2,500.00	0.00	0.00	-2,500.00	0.00 %
001-347531	Recreation Concessions	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
001-347532	Youth Center Rent	6,300.00	6,300.00	409.50	2,621.13	-3,678.87	41.61 %
001-347540	Vending - Public Works	0.00	0.00	0.00	22.26	22.26	0.00 %
001-347541	Rec Facility Improvement Fee	7,630.00	7,630.00	70.95	3,401.77	-4,228.23	44.58 %
001-347542	Rec Parks Improvement Fee	310.00	310.00	55.00	210.00	-100.00	67.74 %
001-347543	Rec Inflatable Fee	500.00	500.00	75.00	525.00	25.00	105.00 %
001-347544	Parks-Sweetest Town Rental	500.00	500.00	50.00	400.00	-100.00	80.00 %
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	50.00	50.00	0.00 %
001-347547	Parks-Splash Pad Pav	500.00	500.00	200.00	300.00	-200.00	60.00 %
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	300.00	1,200.00	-1,050.00	53.33 %
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	6,900.00	-9,900.00	41.07 %
001-347553	Youth Ctr - Supervisory	4,200.00	4,200.00	270.00	1,920.00	-2,280.00	45.71 %
001-347554	Youth Ctr - Sanitize Fee	5,250.00	5,250.00	300.00	2,679.07	-2,570.93	51.03 %
Category: 34 - Charges for Services Total:		1,557,381.00	1,557,381.00	73,897.60	936,231.70	-621,149.30	60.12 %
Category: 35 - Fines and Forfeitures							
001-351100	Fines & Forfeitures	17,000.00	17,000.00	1,829.12	13,399.73	-3,600.27	78.82 %
001-351110	City Parking Citations	0.00	0.00	0.00	67.50	67.50	0.00 %
001-351120	Code Violation Citations	1,000.00	1,000.00	0.00	205.00	-795.00	20.50 %
001-351300	Police Education	1,400.00	1,400.00	152.23	1,077.27	-322.73	76.95 %
001-351302	Burglar Alarm Fees	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-352000	Library - Fines	1,500.00	1,500.00	161.50	1,095.24	-404.76	73.02 %
Category: 35 - Fines and Forfeitures Total:		21,900.00	21,900.00	2,142.85	15,844.74	-6,055.26	72.35 %
Category: 36 - Misc. Revenue							
001-335710	Rec-Vol. Contr. Progrm	4,000.00	4,000.00	333.17	2,323.68	-1,676.32	58.09 %
001-361000	Interest Earned	40,000.00	40,000.00	14,034.82	70,139.46	30,139.46	175.35 %
001-362100	Rental Property	15,553.00	15,553.00	856.42	19,434.90	3,881.90	124.96 %
001-362111	Rent Country Club Facility	6,000.00	6,000.00	500.00	4,000.00	-2,000.00	66.67 %
001-362115	GC Tee Sign Lease	7,425.00	7,425.00	0.00	0.00	-7,425.00	0.00 %
001-365100	Sale of Scraps	1,000.00	1,000.00	0.00	601.40	-398.60	60.14 %
001-365200	Sale of Equipment	0.00	0.00	0.00	17,732.00	17,732.00	0.00 %
001-366000	Contributions - General	0.00	0.00	0.00	1,000.00	1,000.00	0.00 %
001-366086	Contributions-Golf	270,125.00	270,125.00	0.00	200,000.00	-70,125.00	74.04 %
001-366100	Contr. - Library	3,000.00	3,000.00	0.00	0.00	-3,000.00	0.00 %
001-366150	Contributions - Animal Control	2,000.00	2,000.00	0.00	48.00	-1,952.00	2.40 %
001-366200	Contr. - Recreation	59,735.00	59,735.00	0.00	163.83	-59,571.17	0.27 %
001-366300	Contr. - Explorers	0.00	0.00	239.00	4,723.30	4,723.30	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	6,414.36	9,955.87	-15,044.13	39.82 %
001-369902	Misc. Police Fees	5,000.00	5,000.00	0.00	6,987.55	1,987.55	139.75 %
001-369910	Discount Earned	300.00	300.00	0.00	264.06	-35.94	88.02 %
Category: 36 - Misc. Revenue Total:		439,138.00	439,138.00	22,377.77	338,324.05	-100,813.95	77.04 %
Category: 38 - Non-operating Sources (Uses)							
001-384405	Loan Proceeds-All Juice	19,740.00	19,740.00	27,981.34	27,981.34	8,241.34	141.75 %
001-384410	Loan Proceeds-Golf Project	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00	100.00 %
Category: 38 - Non-operating Sources (Uses) Total:		1,219,740.00	1,219,740.00	27,981.34	1,227,981.34	8,241.34	100.68 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in							
001-339000	Transfer from Fund 410	1,084,027.00	1,084,027.00	0.00	542,011.00	-542,016.00	50.00 %
001-339001	Transfer from Fund 420	371,281.00	371,281.00	0.00	185,641.00	-185,640.00	50.00 %
001-339002	Transfer from Fund 430	163,084.00	163,084.00	0.00	81,544.00	-81,540.00	50.00 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:		1,618,392.00	1,618,392.00	0.00	809,196.00	-809,196.00	50.00 %
Category: 40 - CASH FORWARD							
001-382300	Transfer Reserves	3,871,994.00	3,871,994.00	0.00	0.00	-3,871,994.00	0.00 %
001-384300	Transfer - Golf Reserves	62,000.00	62,000.00	0.00	0.00	-62,000.00	0.00 %
Category: 40 - CASH FORWARD Total:		3,933,994.00	3,933,994.00	0.00	0.00	-3,933,994.00	0.00 %
Department : 1011 - City Commission							
Category: 10 - General government							
001-1011-512000	Regular Salaries	26,400.00	26,400.00	2,548.76	17,638.29	8,761.71	66.81 %
001-1011-521000	Taxes-FICA	2,020.00	2,020.00	83.64	669.12	1,350.88	33.12 %
001-1011-523000	Insurance-Health	70,341.00	70,341.00	5,078.38	40,627.04	29,713.96	57.76 %
001-1011-523001	Insurance - Dental	2,355.00	2,355.00	156.80	1,254.40	1,100.60	53.27 %
001-1011-523002	Insurance - Life	4,046.00	4,046.00	226.95	1,815.60	2,230.40	44.87 %
001-1011-524000	Worker's Compensation	42.00	42.00	0.00	20.00	22.00	47.62 %
001-1011-531100	Legal Service	160,000.00	160,000.00	0.00	20,532.00	139,468.00	12.83 %
001-1011-531500	Other Professional Serv	25,000.00	25,000.00	2,083.25	16,666.00	8,334.00	66.66 %
001-1011-534000	Other Contractual Serv	12,000.00	12,000.00	274.00	4,504.50	7,495.50	37.54 %
001-1011-540000	Travel & Per Diem	5,500.00	5,500.00	99.86	3,517.53	1,982.47	63.96 %
001-1011-540500	Registration/Trng Fees	5,500.00	5,500.00	-125.00	2,110.00	3,390.00	38.36 %
001-1011-552700	Operating Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-1011-554100	Dues & Memberships	1,800.00	1,800.00	0.00	1,760.00	40.00	97.78 %
001-1011-564000	Machinery & Equipment	0.00	0.00	1,123.90	4,279.19	-4,279.19	0.00 %
Category: 10 - General government Total:		316,004.00	316,004.00	11,550.54	115,393.67	200,610.33	36.52 %
Category: 88 - Principal Retirement							
001-1011-571000	Principal	3,141.00	3,141.00	262.61	2,054.27	1,086.73	65.40 %
Category: 88 - Principal Retirement Total:		3,141.00	3,141.00	262.61	2,054.27	1,086.73	65.40 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 89 - Interest							
001-1011-572000	Interest Expense	57.00	57.00	3.85	77.36	-20.36	135.72 %
Category: 89 - Interest Total:		57.00	57.00	3.85	77.36	-20.36	135.72 %
Department : 1011 - City Commission Total:		319,202.00	319,202.00	11,817.00	117,525.30	201,676.70	36.82 %
Department : 1012 - City Manager							
Category: 10 - General government							
001-1012-512000	Regular Salaries	251,762.00	251,762.00	54,763.61	206,875.35	44,886.65	82.17 %
001-1012-512005	Appreciation & 24 Hr.	3,303.00	3,303.00	0.00	0.00	3,303.00	0.00 %
001-1012-521000	Taxes-FICA	19,512.00	19,512.00	4,150.05	14,261.55	5,250.45	73.09 %
001-1012-522000	Retirement Contribution	15,106.00	15,106.00	2,059.63	10,903.07	4,202.93	72.18 %
001-1012-522500	457 Match	7,553.00	7,553.00	1,029.81	5,451.52	2,101.48	72.18 %
001-1012-523000	Insurance-Health	26,580.00	26,580.00	2,424.22	18,033.44	8,546.56	67.85 %
001-1012-523001	Insurance - Dental	942.00	942.00	88.88	642.92	299.08	68.25 %
001-1012-523002	Insurance - Life	1,123.00	1,123.00	187.20	752.37	370.63	67.00 %
001-1012-523003	Insurance - AD & D	104.00	104.00	17.28	69.45	34.55	66.78 %
001-1012-524000	Worker's Compensation	394.00	394.00	0.00	213.00	181.00	54.06 %
001-1012-526000	Long Term Disability Ins.	1,009.00	1,009.00	168.22	675.37	333.63	66.93 %
001-1012-531700	Election Costs	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
001-1012-534000	Other Contractual Serv	7,500.00	7,500.00	0.00	4,582.76	2,917.24	61.10 %
001-1012-540000	Travel & Per Diem	5,500.00	5,500.00	0.00	2,185.75	3,314.25	39.74 %
001-1012-540500	Registration/Trng Fees	2,200.00	2,200.00	0.00	225.00	1,975.00	10.23 %
001-1012-541000	Telephone	1,300.00	1,300.00	43.73	454.58	845.42	34.97 %
001-1012-545000	Insurance	2,019.00	2,019.00	0.00	1,008.00	1,011.00	49.93 %
001-1012-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	0.00	500.00	0.00 %
001-1012-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-1012-548100	Legal Advertising	3,000.00	3,000.00	0.00	354.96	2,645.04	11.83 %
001-1012-552100	Fuel	2,000.00	2,000.00	0.00	247.46	1,752.54	12.37 %
001-1012-552700	Operating Supplies	1,500.00	1,500.00	213.93	356.11	1,143.89	23.74 %
001-1012-554100	Dues & Memberships	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1012-554200	Subscript. & Publications	200.00	200.00	0.00	0.00	200.00	0.00 %
001-1012-564000	Machinery & Equipment	0.00	0.00	0.00	119.55	-119.55	0.00 %
Category: 10 - General government Total:		357,607.00	357,607.00	65,146.56	267,412.21	90,194.79	74.78 %
Category: 88 - Principal Retirement							
001-1012-571000	Principal	6,282.00	6,282.00	525.23	4,108.50	2,173.50	65.40 %
Category: 88 - Principal Retirement Total:		6,282.00	6,282.00	525.23	4,108.50	2,173.50	65.40 %
Category: 89 - Interest							
001-1012-572000	Interest Expense	114.00	114.00	7.69	154.86	-40.86	135.84 %
Category: 89 - Interest Total:		114.00	114.00	7.69	154.86	-40.86	135.84 %
Department : 1012 - City Manager Total:		364,003.00	364,003.00	65,679.48	271,675.57	92,327.43	74.64 %
Department : 1020 - General Government							
Category: 10 - 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	0.00	144,682.00	0.00 %
001-1020-531200	Engineering Services	10,000.00	10,000.00	0.00	5,602.50	4,397.50	56.03 %
001-1020-531500	Other Professional Serv	50,000.00	50,000.00	350.00	3,245.00	46,755.00	6.49 %
001-1020-532000	Accounting & Auditing	28,000.00	28,000.00	0.00	2,000.00	26,000.00	7.14 %
001-1020-534000	Other Contractual Serv	15,000.00	15,000.00	0.00	1,348.87	13,651.13	8.99 %
001-1020-541000	Telephone	9,500.00	9,500.00	792.54	6,271.56	3,228.44	66.02 %
001-1020-542000	Postage & Freight	3,500.00	3,500.00	1,000.00	3,060.90	439.10	87.45 %
001-1020-543000	Utilities	46,000.00	46,000.00	4,280.93	18,061.93	27,938.07	39.27 %
001-1020-544100	Rental & Lease - Equip.	1,600.00	1,600.00	381.45	1,144.35	455.65	71.52 %
001-1020-545000	Insurance	49,987.00	49,987.00	0.00	24,996.00	24,991.00	50.01 %
001-1020-546000	Maintenance - Grounds	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-1020-546100	Maintenance - Buildings	3,000.00	3,000.00	44.00	2,438.42	561.58	81.28 %
001-1020-546200	Maint.-Mach. & Equip.	5,500.00	5,500.00	469.41	3,645.24	1,854.76	66.28 %
001-1020-546500	Maint. - Vehicles	0.00	0.00	0.00	82.47	-82.47	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
001-1020-548000	Promotional Activities	35,000.00	35,000.00	8,400.00	44,040.43	-9,040.43	125.83 %
001-1020-552400	Janitorial Supplies	0.00	0.00	145.15	1,495.85	-1,495.85	0.00 %
001-1020-552700	Operating Supplies	16,000.00	16,000.00	623.43	13,363.39	2,636.61	83.52 %
001-1020-555500	Supplemental Retire Expense	35,202.00	35,202.00	2,933.49	23,467.92	11,734.08	66.67 %
001-1020-555501	Retiree-Health Ins.	29,556.00	29,556.00	1,566.44	12,531.52	17,024.48	42.40 %
001-1020-555502	Retiree-Dental Ins.	1,809.00	1,809.00	156.80	548.80	1,260.20	30.34 %
001-1020-555503	Retiree Supplmntl Life	3,250.00	3,250.00	421.58	1,727.28	1,522.72	53.15 %
001-1020-563000	Improvements O/T Bldgs.	10,750.00	10,750.00	0.00	11,059.27	-309.27	102.88 %
001-1020-581100	CRA TIF Payment	209,464.00	209,464.00	0.00	-134,253.08	343,717.08	-64.09 %
001-1020-581101	CRA Expansion TIF Payment	51,238.00	51,238.00	0.00	-44,811.30	96,049.30	-87.46 %
001-1020-583000	Grants - Other	40,100.00	40,100.00	0.00	32,500.00	7,600.00	81.05 %
001-1020-596001	Fund Contingency Reserve	2,953,412.00	2,953,412.00	0.00	0.00	2,953,412.00	0.00 %
Category: 10 - General government Total:		3,753,550.00	3,753,550.00	21,565.22	33,554.40	3,719,995.60	0.89 %
Department : 1020 - General Government Total:		3,753,550.00	3,753,550.00	21,565.22	33,554.40	3,719,995.60	0.89 %
Department : 1031 - Finance Department							
Category: 10 - General government							
001-1031-512000	Regular Salaries	275,309.00	275,309.00	44,566.61	178,667.86	96,641.14	64.90 %
001-1031-512005	Appreciation & 24 Hr.	3,672.00	3,672.00	0.00	0.00	3,672.00	0.00 %
001-1031-514000	Overtime Salaries	1,032.00	1,032.00	1,056.69	4,268.77	-3,236.77	413.64 %
001-1031-521000	Taxes-FICA	21,421.00	21,421.00	3,485.79	13,923.35	7,497.65	65.00 %
001-1031-522000	Retirement Contribution	16,519.00	16,519.00	2,260.60	10,149.20	6,369.80	61.44 %
001-1031-522500	457 Match	8,259.00	8,259.00	1,130.30	5,074.67	3,184.33	61.44 %
001-1031-523000	Insurance-Health	46,995.00	46,995.00	1,566.44	18,014.06	28,980.94	38.33 %
001-1031-523001	Insurance - Dental	2,355.00	2,355.00	78.40	901.60	1,453.40	38.28 %
001-1031-523002	Insurance - Life	2,044.00	2,044.00	286.66	1,127.78	916.22	55.18 %
001-1031-523003	Insurance - AD & D	189.00	189.00	26.46	104.10	84.90	55.08 %
001-1031-524000	Worker's Compensation	422.00	422.00	0.00	225.00	197.00	53.32 %
001-1031-526000	Long Term Disability Ins.	1,514.00	1,514.00	215.12	847.94	666.06	56.01 %
001-1031-534000	Other Contractual Serv	30,000.00	30,000.00	37.25	957.25	29,042.75	3.19 %
001-1031-540000	Travel & Per Diem	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1031-540500	Registration/Trng Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1031-545000	Insurance	5,433.00	5,433.00	0.00	2,718.00	2,715.00	50.03 %
001-1031-546200	Maint.-Mach. & Equip.	200.00	200.00	0.00	0.00	200.00	0.00 %
001-1031-552700	Operating Supplies	3,000.00	3,000.00	0.00	5,458.09	-2,458.09	181.94 %
001-1031-554100	Dues & Memberships	435.00	435.00	0.00	0.00	435.00	0.00 %
001-1031-554200	Subscript. & Publications	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 10 - General government Total:		423,299.00	423,299.00	54,710.32	242,437.67	180,861.33	57.27 %
Department : 1031 - Finance Department Total:		423,299.00	423,299.00	54,710.32	242,437.67	180,861.33	57.27 %
Department : 1075 - Protective Services							
Category: 52 - Public safety							
001-1075-512000	Regular Salaries	126,724.00	126,724.00	14,264.12	85,890.86	40,833.14	67.78 %
001-1075-512005	Appreciation & 24 Hr.	1,850.00	1,850.00	0.00	0.00	1,850.00	0.00 %
001-1075-514000	Overtime Salaries	1,008.00	1,008.00	0.00	36.00	972.00	3.57 %
001-1075-521000	Taxes-FICA	9,913.00	9,913.00	1,071.10	6,390.79	3,522.21	64.47 %
001-1075-522000	Retirement Contribution	4,244.00	4,244.00	465.26	1,793.06	2,450.94	42.25 %
001-1075-522500	457 Match	3,802.00	3,802.00	388.05	1,995.61	1,806.39	52.49 %
001-1075-523000	Insurance-Health	26,610.00	26,610.00	2,217.46	15,895.32	10,714.68	59.73 %
001-1075-523001	Insurance - Dental	1,178.00	1,178.00	98.00	662.50	515.50	56.24 %
001-1075-523002	Insurance - Life	991.00	991.00	150.42	539.26	451.74	54.42 %
001-1075-523003	Insurance - AD & D	91.00	91.00	13.90	49.84	41.16	54.77 %
001-1075-524000	Worker's Compensation	1,300.00	1,300.00	0.00	699.00	601.00	53.77 %
001-1075-526000	Long Term Disability Ins.	697.00	697.00	112.94	409.03	287.97	58.68 %
001-1075-531200	Engineering Services	26,000.00	26,000.00	7,000.00	7,115.00	18,885.00	27.37 %
001-1075-534000	Other Contractual Serv	35,000.00	35,000.00	8,436.15	35,954.40	-954.40	102.73 %
001-1075-540000	Travel & Per Diem	2,200.00	2,200.00	189.78	2,440.42	-240.42	110.93 %
001-1075-540500	Registration/Trng Fees	1,100.00	1,100.00	359.00	1,102.75	-2.75	100.25 %
001-1075-541000	Telephone	3,250.00	3,250.00	335.69	2,438.70	811.30	75.04 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-1075-543000	Utilities	4,900.00	4,900.00	323.05	2,196.22	2,703.78	44.82 %
001-1075-545000	Insurance	4,661.00	4,661.00	0.00	2,328.00	2,333.00	49.95 %
001-1075-546100	Maintenance - Buildings	600.00	600.00	17,038.48	19,695.89	-19,095.89	3,282.65 %
001-1075-546200	Maint.-Mach. & Equip.	6,658.00	6,658.00	899.62	3,531.12	3,126.88	53.04 %
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	0.00 %
001-1075-548100	Legal Advertising	500.00	500.00	48.96	165.24	334.76	33.05 %
001-1075-552500	Uniforms	500.00	500.00	0.00	0.00	500.00	0.00 %
001-1075-552700	Operating Supplies	2,250.00	2,250.00	0.00	2,057.35	192.65	91.44 %
001-1075-554100	Dues & Memberships	664.00	664.00	0.00	320.00	344.00	48.19 %
001-1075-554200	Subscript. & Publications	1,500.00	1,500.00	128.00	865.36	634.64	57.69 %
001-1075-563000	Improvements O/T Bldgs.	34,250.00	34,250.00	0.00	4,250.00	30,000.00	12.41 %
001-1075-564000	Machinery & Equipment	0.00	0.00	0.00	647.79	-647.79	0.00 %
Category: 52 - Public safety Total:		303,641.00	303,641.00	53,539.98	199,478.46	104,162.54	65.70 %
Department : 1075 - Protective Services Total:		303,641.00	303,641.00	53,539.98	199,478.46	104,162.54	65.70 %

Department : 1079 - Community Improvement

Category: 52 - Public safety

001-1079-512000	Regular Salaries	87,485.00	87,485.00	9,618.33	31,216.93	56,268.07	35.68 %
001-1079-512005	Appreciation & 24 Hr.	1,345.00	1,345.00	0.00	0.00	1,345.00	0.00 %
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	741.86	2,400.22	4,394.78	35.32 %
001-1079-522000	Retirement Contribution	5,249.00	5,249.00	297.36	1,126.26	4,122.74	21.46 %
001-1079-522500	457 Match	2,625.00	2,625.00	148.68	446.04	2,178.96	16.99 %
001-1079-523000	Insurance-Health	18,798.00	18,798.00	902.56	5,654.04	13,143.96	30.08 %
001-1079-523001	Insurance - Dental	942.00	942.00	45.18	283.04	658.96	30.05 %
001-1079-523002	Insurance - Life	686.00	686.00	41.60	124.80	561.20	18.19 %
001-1079-523003	Insurance - AD & D	63.00	63.00	3.84	11.52	51.48	18.29 %
001-1079-524000	Worker's Compensation	1,218.00	1,218.00	0.00	655.00	563.00	53.78 %
001-1079-526000	Long Term Disability Ins.	481.00	481.00	29.04	87.12	393.88	18.11 %
001-1079-531100	Legal Service	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1079-531200	Engineering Services	800.00	800.00	0.00	0.00	800.00	0.00 %
001-1079-531500	Other Professional Serv	9,000.00	9,000.00	0.00	700.00	8,300.00	7.78 %
001-1079-534000	Other Contractual Serv	1,800.00	1,800.00	1,855.89	2,327.64	-527.64	129.31 %
001-1079-534200	Code Enf Compliance Expense	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-1079-540000	Travel & Per Diem	1,650.00	1,650.00	0.00	0.00	1,650.00	0.00 %
001-1079-540500	Registration/Trng Fees	1,400.00	1,400.00	1,260.00	1,260.00	140.00	90.00 %
001-1079-541000	Telephone	1,400.00	1,400.00	210.90	1,024.43	375.57	73.17 %
001-1079-542000	Postage & Freight	2,750.00	2,750.00	0.00	0.00	2,750.00	0.00 %
001-1079-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	0.00	500.00	0.00 %
001-1079-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	2.42	997.58	0.24 %
001-1079-547000	Printing & Binding	200.00	200.00	0.00	0.00	200.00	0.00 %
001-1079-548100	Legal Advertising	150.00	150.00	0.00	0.00	150.00	0.00 %
001-1079-552100	Fuel	1,500.00	1,500.00	207.82	496.63	1,003.37	33.11 %
001-1079-552500	Uniforms	500.00	500.00	0.00	456.38	43.62	91.28 %
001-1079-552700	Operating Supplies	1,000.00	1,000.00	575.07	813.33	186.67	81.33 %
001-1079-554100	Dues & Memberships	250.00	250.00	0.00	0.00	250.00	0.00 %
001-1079-564000	Machinery & Equipment	3,500.00	3,500.00	0.00	2,999.79	500.21	85.71 %
Category: 52 - Public safety Total:		157,087.00	157,087.00	15,938.13	52,279.77	104,807.23	33.28 %
Department : 1079 - Community Improvement Total:		157,087.00	157,087.00	15,938.13	52,279.77	104,807.23	33.28 %

Department : 4040 - Police Department

Category: 52 - Public safety

001-4040-512000	Regular Salaries	1,081,766.00	1,081,766.00	111,816.77	700,730.27	381,035.73	64.78 %
001-4040-512005	Appreciation & 24 Hr.	16,698.00	16,698.00	0.00	0.00	16,698.00	0.00 %
001-4040-513000	Special Detail	20,000.00	20,000.00	1,340.00	8,753.55	11,246.45	43.77 %
001-4040-514000	Overtime Salaries	85,474.00	85,474.00	33,724.84	182,156.26	-96,682.26	213.11 %
001-4040-521000	Taxes-FICA	92,101.00	92,101.00	11,068.77	66,807.37	25,293.63	72.54 %
001-4040-522000	Retirement Contribution	302,886.00	302,886.00	33,461.20	204,639.11	98,246.89	67.56 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-4040-522500	457 Match	32,033.00	32,033.00	1,893.95	12,244.26	19,788.74	38.22 %
001-4040-523000	Insurance-Health	260,952.00	260,952.00	16,787.54	137,397.39	123,554.61	52.65 %
001-4040-523001	Insurance - Dental	11,256.00	11,256.00	858.48	6,479.78	4,776.22	57.57 %
001-4040-523002	Insurance - Life	8,346.00	8,346.00	1,245.50	4,938.52	3,407.48	59.17 %
001-4040-523003	Insurance - AD & D	770.00	770.00	114.96	455.84	314.16	59.20 %
001-4040-524000	Worker's Compensation	35,982.00	35,982.00	0.00	19,397.00	16,585.00	53.91 %
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	887.68	3,494.86	2,378.14	59.51 %
001-4040-531100	Legal Service	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
001-4040-531300	Medical Services	4,750.00	4,750.00	0.00	0.00	4,750.00	0.00 %
001-4040-531500	Other Professional Serv	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-4040-534000	Other Contractual Serv	72,980.00	72,980.00	1,511.28	16,688.39	56,291.61	22.87 %
001-4040-540000	Travel & Per Diem	29,250.00	29,250.00	1,114.74	13,696.01	15,553.99	46.82 %
001-4040-540500	Registration/Trng Fees	33,700.00	33,700.00	1,373.00	5,685.00	28,015.00	16.87 %
001-4040-541000	Telephone	28,629.00	28,629.00	2,136.74	22,731.34	5,897.66	79.40 %
001-4040-542000	Postage & Freight	0.00	0.00	0.00	313.49	-313.49	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	161.31	12,098.72	14,901.28	44.81 %
001-4040-545000	Insurance	35,536.00	35,536.00	0.00	17,970.50	17,565.50	50.57 %
001-4040-546000	Maintenance - Grounds	3,500.00	3,500.00	300.00	2,686.09	813.91	76.75 %
001-4040-546100	Maintenance - Buildings	10,000.00	10,000.00	10,557.96	17,584.91	-7,584.91	175.85 %
001-4040-546101	Maintenance Project	0.00	0.00	2,470.00	2,470.00	-2,470.00	0.00 %
001-4040-546200	Maint.-Mach. & Equip.	16,990.00	16,990.00	454.48	3,106.75	13,883.25	18.29 %
001-4040-546500	Maint. - Vehicles	60,000.00	60,000.00	3,703.10	25,130.51	34,869.49	41.88 %
001-4040-548000	Promotional Activities	8,000.00	8,000.00	393.29	8,902.80	-902.80	111.29 %
001-4040-551205	Explorers' Expenses	2,500.00	2,500.00	1,287.30	6,129.27	-3,629.27	245.17 %
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	6,099.77	46,747.33	53,252.67	46.75 %
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	2,597.78	11,269.25	1,930.75	85.37 %
001-4040-552700	Operating Supplies	61,363.00	61,363.00	1,781.98	47,977.66	13,385.34	78.19 %
001-4040-552800	Investigative Funds	2,000.00	2,000.00	347.03	1,906.20	93.80	95.31 %
001-4040-554100	Dues & Memberships	2,500.00	2,500.00	0.00	1,420.00	1,080.00	56.80 %
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	50.19 %
001-4040-564000	Machinery & Equipment	0.00	0.00	0.00	956.18	-956.18	0.00 %
001-4040-564002	ARPA Funded Capital Equipment	151,888.00	151,888.00	0.00	83,990.40	67,897.60	55.30 %
Category: 52 - Public safety Total:		2,638,923.00	2,638,923.00	249,489.45	1,706,362.74	932,560.26	64.66 %
Department : 4040 - Police Department Total:		2,638,923.00	2,638,923.00	249,489.45	1,706,362.74	932,560.26	64.66 %
Department : 4041 - C-R7016: CPD Portable Radios							
Category: 52 - Public safety							
001-4041-564000	Machinery & Equipment	0.00	0.00	0.00	34,980.90	-34,980.90	0.00 %
Category: 52 - Public safety Total:		0.00	0.00	0.00	34,980.90	-34,980.90	0.00 %
Department : 4041 - C-R7016: CPD Portable Radios Total:		0.00	0.00	0.00	34,980.90	-34,980.90	0.00 %
Department : 4050 - Mobile Computing Initiative							
Category: 52 - Public safety							
001-4050-552700	Operating Supplies	0.00	0.00	-35.80	0.00	0.00	0.00 %
Category: 52 - Public safety Total:		0.00	0.00	-35.80	0.00	0.00	0.00 %
Department : 4050 - Mobile Computing Initiative Total:		0.00	0.00	-35.80	0.00	0.00	0.00 %
Department : 4057 - JAG 2017-DJ-BX-0575							
Category: 52 - Public safety							
001-4057-552700	Operating Supplies	0.00	0.00	0.00	6.36	-6.36	0.00 %
Category: 52 - Public safety Total:		0.00	0.00	0.00	6.36	-6.36	0.00 %
Department : 4057 - JAG 2017-DJ-BX-0575 Total:		0.00	0.00	0.00	6.36	-6.36	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 4074 - Animal Control							
Category: 58 - Human Services							
001-4074-512000	Regular Salaries	127,669.00	127,669.00	14,980.75	78,453.40	49,210.60	61.45 %
001-4074-512005	Appreciation & 24 Hr.	2,325.00	2,325.00	0.00	0.00	2,325.00	0.00 %
001-4074-514000	Overtime Salaries	17,290.00	17,290.00	1,006.17	6,976.28	10,313.72	40.35 %
001-4074-521000	Taxes-FICA	11,267.00	11,267.00	1,199.07	6,332.34	4,934.66	56.20 %
001-4074-522000	Retirement Contribution	8,322.00	8,322.00	921.09	4,116.30	4,205.70	49.46 %
001-4074-522500	457 Match	3,258.00	3,258.00	24.43	128.45	3,129.55	3.94 %
001-4074-523000	Insurance-Health	34,325.00	34,325.00	2,037.94	17,905.77	16,419.23	52.17 %
001-4074-523001	Insurance - Dental	1,461.00	1,461.00	82.32	733.02	727.98	50.17 %
001-4074-523002	Insurance - Life	854.00	854.00	141.74	448.48	405.52	52.52 %
001-4074-523003	Insurance - AD & D	79.00	79.00	13.08	41.38	37.62	52.38 %
001-4074-524000	Worker's Compensation	2,520.00	2,520.00	0.00	1,327.00	1,193.00	52.66 %
001-4074-526000	Long Term Disability Ins.	597.00	597.00	100.12	316.41	280.59	53.00 %
001-4074-531500	Other Professional Serv	0.00	0.00	0.00	342.90	-342.90	0.00 %
001-4074-534000	Other Contractual Serv	13,350.00	13,350.00	864.00	13,826.29	-476.29	103.57 %
001-4074-540000	Travel & Per Diem	3,000.00	3,000.00	0.00	459.00	2,541.00	15.30 %
001-4074-540500	Registration/Trng Fees	3,000.00	3,000.00	46.00	890.00	2,110.00	29.67 %
001-4074-541000	Telephone	4,382.00	4,382.00	265.23	1,852.38	2,529.62	42.27 %
001-4074-542500	Safety	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-4074-543000	Utilities	14,000.00	14,000.00	1,744.39	10,575.91	3,424.09	75.54 %
001-4074-545000	Insurance	11,488.00	11,488.00	0.00	5,742.00	5,746.00	49.98 %
001-4074-546100	Maintenance - Buildings	5,000.00	5,000.00	6,551.99	10,990.49	-5,990.49	219.81 %
001-4074-546200	Maint.-Mach. & Equip.	750.00	750.00	0.00	698.75	51.25	93.17 %
001-4074-546500	Maint. - Vehicles	5,000.00	5,000.00	1,086.27	1,236.00	3,764.00	24.72 %
001-4074-552100	Fuel	12,915.00	12,915.00	669.88	4,766.97	8,148.03	36.91 %
001-4074-552300	Chemicals	8,100.00	8,100.00	184.24	1,177.77	6,922.23	14.54 %
001-4074-552400	Janitorial Supplies	0.00	0.00	0.00	2,137.06	-2,137.06	0.00 %
001-4074-552500	Uniforms	1,000.00	1,000.00	119.00	2,770.78	-1,770.78	277.08 %
001-4074-552700	Operating Supplies	11,390.00	11,390.00	1,363.65	11,230.55	159.45	98.60 %
001-4074-552900	Animal Food	6,000.00	6,000.00	1,148.58	10,976.11	-4,976.11	182.94 %
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	3,995.00	5,603.52	-5,603.52	0.00 %
001-4074-563000	Improvements O/T Bldgs.	40,600.00	40,600.00	0.00	18,761.89	21,838.11	46.21 %
001-4074-564000	Machinery & Equipment	40,590.00	40,590.00	0.00	14,217.84	26,372.16	35.03 %
001-4074-564002	ARPA Funded Capital Outlay	27,500.00	27,500.00	0.00	0.00	27,500.00	0.00 %
001-4074-592000	Contingent Expenses	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-4074-592002	Pay to Capital Reserve	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Category: 58 - Human Services Total:		428,532.00	428,532.00	38,544.94	235,115.04	193,416.96	54.87 %
Department : 4074 - Animal Control Total:		428,532.00	428,532.00	38,544.94	235,115.04	193,416.96	54.87 %
Department : 5050 - Fire Department							
Category: 52 - Public safety							
001-5050-512000	Regular Salaries	41,486.00	41,486.00	4,747.84	29,837.26	11,648.74	71.92 %
001-5050-512005	Appreciation & 24 Hr.	588.00	588.00	0.00	0.00	588.00	0.00 %
001-5050-513000	Special Detail	285,787.00	285,787.00	51,085.00	251,460.00	34,327.00	87.99 %
001-5050-521000	Taxes-FICA	25,081.00	25,081.00	4,261.20	21,432.89	3,648.11	85.45 %
001-5050-522000	Retirement Contribution	250.00	250.00	26.08	156.58	93.42	62.63 %
001-5050-522002	Firefighter Pension	107,824.00	107,824.00	0.00	0.00	107,824.00	0.00 %
001-5050-522500	457 Match	1,245.00	1,245.00	142.29	853.63	391.37	68.56 %
001-5050-523000	Insurance-Health	6,775.00	6,775.00	564.54	4,659.52	2,115.48	68.78 %
001-5050-523001	Insurance - Dental	235.00	235.00	19.60	160.70	74.30	68.38 %
001-5050-523002	Insurance - Life	328.00	328.00	46.54	186.16	141.84	56.76 %
001-5050-523003	Insurance - AD & D	30.00	30.00	4.28	17.12	12.88	57.07 %
001-5050-523004	Firefighter AD & D	6,716.00	6,716.00	437.58	3,573.57	3,142.43	53.21 %
001-5050-523005	Firefighter Cancer Plan	12,420.00	12,420.00	808.92	6,606.18	5,813.82	53.19 %
001-5050-524000	Worker's Compensation	13,443.00	13,443.00	0.00	7,242.00	6,201.00	53.87 %
001-5050-526000	Long Term Disability Ins.	228.00	228.00	37.66	151.30	76.70	66.36 %
001-5050-534000	Other Contractual Serv	300.00	300.00	0.00	3,369.00	-3,069.00	1,123.00 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-5050-537702	Admin. Fee CFD	5,887.00	5,887.00	490.00	3,920.00	1,967.00	66.59 %
001-5050-540000	Travel & Per Diem	2,600.00	2,600.00	0.00	26.40	2,573.60	1.02 %
001-5050-540500	Registration/Trng Fees	6,500.00	6,500.00	0.00	550.00	5,950.00	8.46 %
001-5050-541000	Telephone	6,802.00	6,802.00	341.18	5,055.46	1,746.54	74.32 %
001-5050-543000	Utilities	14,000.00	14,000.00	1,032.18	7,916.48	6,083.52	56.55 %
001-5050-545000	Insurance	34,083.00	34,083.00	0.00	17,492.50	16,590.50	51.32 %
001-5050-546100	Maintenance - Buildings	7,000.00	7,000.00	16.00	3,008.79	3,991.21	42.98 %
001-5050-546200	Maint.-Mach. & Equip.	15,000.00	15,000.00	2,134.81	29,192.79	-14,192.79	194.62 %
001-5050-546500	Maint. - Vehicles	37,000.00	37,000.00	5,353.60	34,225.91	2,774.09	92.50 %
001-5050-551100	1st Responder Suppli	5,000.00	5,000.00	0.00	12,145.15	-7,145.15	242.90 %
001-5050-552100	Fuel	16,000.00	16,000.00	1,765.14	10,049.15	5,950.85	62.81 %
001-5050-552300	Chemicals	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
001-5050-552500	Uniforms	2,500.00	2,500.00	434.85	1,529.68	970.32	61.19 %
001-5050-552700	Operating Supplies	12,500.00	12,500.00	127.22	6,125.62	6,374.38	49.00 %
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	0.00	4,250.00	0.00	100.00 %
001-5050-564000	Machinery & Equipment	273,675.00	273,675.00	2,992.30	65,741.75	207,933.25	24.02 %
001-5050-564002	ARPA Funded Capital Outlay	78,875.00	78,875.00	0.00	0.00	78,875.00	0.00 %
Category: 52 - Public safety Total:		1,026,408.00	1,026,408.00	76,868.81	533,436.93	492,971.07	51.97 %
Department : 5050 - Fire Department Total:		1,026,408.00	1,026,408.00	76,868.81	533,436.93	492,971.07	51.97 %
Department : 6060 - Library							
Category: 57 - Culture and recreation							
001-6060-512000	Regular Salaries	194,838.00	194,838.00	22,481.29	136,351.33	58,486.67	69.98 %
001-6060-512005	Appreciation & 24 Hr.	3,303.00	3,303.00	0.00	0.00	3,303.00	0.00 %
001-6060-521000	Taxes-FICA	15,158.00	15,158.00	1,670.92	10,024.96	5,133.04	66.14 %
001-6060-522000	Retirement Contribution	11,690.00	11,690.00	1,348.90	8,093.38	3,596.62	69.23 %
001-6060-522500	457 Match	5,845.00	5,845.00	409.52	2,457.07	3,387.93	42.04 %
001-6060-523000	Insurance-Health	51,106.00	51,106.00	3,251.94	26,015.53	25,090.47	50.91 %
001-6060-523001	Insurance - Dental	2,167.00	2,167.00	180.32	1,442.60	724.40	66.57 %
001-6060-523002	Insurance - Life	1,533.00	1,533.00	255.06	1,035.18	497.82	67.53 %
001-6060-523003	Insurance - AD & D	141.00	141.00	23.56	95.62	45.38	67.82 %
001-6060-524000	Worker's Compensation	305.00	305.00	0.00	161.00	144.00	52.79 %
001-6060-526000	Long Term Disability Ins.	1,072.00	1,072.00	178.62	724.55	347.45	67.59 %
001-6060-540000	Travel & Per Diem	1,200.00	1,200.00	0.00	366.78	833.22	30.57 %
001-6060-540500	Registration/Trng Fees	1,200.00	1,200.00	0.00	303.00	897.00	25.25 %
001-6060-541000	Telephone	2,736.00	2,736.00	0.00	368.18	2,367.82	13.46 %
001-6060-543000	Utilities	20,000.00	20,000.00	825.68	7,149.92	12,850.08	35.75 %
001-6060-544100	Rental & Lease - Equip.	2,808.00	2,808.00	0.00	0.00	2,808.00	0.00 %
001-6060-545000	Insurance	5,179.00	5,179.00	0.00	2,592.00	2,587.00	50.05 %
001-6060-546100	Maintenance - Buildings	6,000.00	6,000.00	522.00	9,182.47	-3,182.47	153.04 %
001-6060-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	3,869.00	-1,869.00	193.45 %
001-6060-546500	Maint. - Vehicles	1,000.00	1,000.00	0.00	23.40	976.60	2.34 %
001-6060-548000	Promotional Activities	1,200.00	1,200.00	806.26	806.26	393.74	67.19 %
001-6060-552100	Fuel	573.00	573.00	0.00	123.98	449.02	21.64 %
001-6060-552700	Operating Supplies	2,855.00	2,855.00	-292.00	1,387.80	1,467.20	48.61 %
001-6060-554200	Subscript. & Publications	600.00	600.00	0.00	0.00	600.00	0.00 %
001-6060-557200	Dist. State Lib Funds-Barron	38,601.00	38,601.00	0.00	0.00	38,601.00	0.00 %
001-6060-563013	ARPA Funded Project	497,000.00	497,000.00	0.00	0.00	497,000.00	0.00 %
001-6060-566000	Publications/Materials	5,800.00	5,800.00	49.82	3,164.74	2,635.26	54.56 %
001-6060-592000	Contingent Expenses	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 57 - Culture and recreation Total:		878,910.00	878,910.00	31,711.89	215,738.75	663,171.25	24.55 %
Department : 6060 - Library Total:		878,910.00	878,910.00	31,711.89	215,738.75	663,171.25	24.55 %
Department : 7070 - Public Works Administration							
Category: 10 - General government							
001-7070-512000	Regular Salaries	204,150.00	204,150.00	23,641.96	139,175.65	64,974.35	68.17 %
001-7070-512005	Appreciation & 24 Hr.	3,298.00	3,298.00	0.00	0.00	3,298.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-7070-514000	Overtime Salaries	1,809.00	1,809.00	0.00	1,471.03	337.97	81.32 %
001-7070-521000	Taxes-FICA	16,008.00	16,008.00	1,782.48	10,536.31	5,471.69	65.82 %
001-7070-522000	Retirement Contribution	12,249.00	12,249.00	1,418.53	7,743.37	4,505.63	63.22 %
001-7070-522500	457 Match	6,124.00	6,124.00	515.25	3,018.44	3,105.56	49.29 %
001-7070-523000	Insurance-Health	58,183.00	58,183.00	4,182.02	31,155.43	27,027.57	53.55 %
001-7070-523001	Insurance - Dental	2,214.00	2,214.00	183.36	1,351.69	862.31	61.05 %
001-7070-523002	Insurance - Life	1,599.00	1,599.00	263.06	967.08	631.92	60.48 %
001-7070-523003	Insurance - AD & D	148.00	148.00	24.30	89.32	58.68	60.35 %
001-7070-524000	Worker's Compensation	10,888.00	10,888.00	0.00	5,856.00	5,032.00	53.78 %
001-7070-526000	Long Term Disability Ins.	1,123.00	1,123.00	188.16	693.63	429.37	61.77 %
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	15.75	15.75	734.25	2.10 %
001-7070-540500	Registration/Trng Fees	5,000.00	5,000.00	855.00	2,040.00	2,960.00	40.80 %
001-7070-541000	Telephone	4,500.00	4,500.00	411.38	3,800.86	699.14	84.46 %
001-7070-543000	Utilities	4,000.00	4,000.00	0.00	875.92	3,124.08	21.90 %
001-7070-546100	Maintenance - Buildings	10,000.00	10,000.00	868.72	6,372.89	3,627.11	63.73 %
001-7070-546101	Maintenance Project	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
001-7070-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	21.00	1,730.56	3,269.44	34.61 %
001-7070-546500	Maint. - Vehicles	0.00	0.00	0.00	35.54	-35.54	0.00 %
001-7070-548000	Promotional Activities	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-7070-552500	Uniforms	2,500.00	2,500.00	25.80	674.66	1,825.34	26.99 %
001-7070-552700	Operating Supplies	9,000.00	9,000.00	186.99	6,386.48	2,613.52	70.96 %
001-7070-554100	Dues & Memberships	200.00	200.00	0.00	81.36	118.64	40.68 %
001-7070-564000	Machinery & Equipment	1,400.00	1,400.00	0.00	0.00	1,400.00	0.00 %
Category: 10 - General government Total:		368,643.00	368,643.00	34,583.76	224,199.22	144,443.78	60.82 %
Department : 7070 - Public Works Administration Total:		368,643.00	368,643.00	34,583.76	224,199.22	144,443.78	60.82 %
Department : 7071 - Central Garage							
Category: 10 - General government							
001-7071-512000	Regular Salaries	88,171.00	88,171.00	5,505.60	30,525.75	57,645.25	34.62 %
001-7071-512005	Appreciation & 24 Hr.	1,389.00	1,389.00	0.00	0.00	1,389.00	0.00 %
001-7071-514000	Overtime Salaries	636.00	636.00	0.00	331.71	304.29	52.16 %
001-7071-521000	Taxes-FICA	6,900.00	6,900.00	419.95	2,349.86	4,550.14	34.06 %
001-7071-522000	Retirement Contribution	5,290.00	5,290.00	322.65	1,725.69	3,564.31	32.62 %
001-7071-522500	457 Match	2,645.00	2,645.00	161.34	862.84	1,782.16	32.62 %
001-7071-523000	Insurance-Health	18,798.00	18,798.00	783.22	5,953.79	12,844.21	31.67 %
001-7071-523001	Insurance - Dental	942.00	942.00	39.20	297.98	644.02	31.63 %
001-7071-523002	Insurance - Life	694.00	694.00	62.40	235.32	458.68	33.91 %
001-7071-523003	Insurance - AD & D	64.00	64.00	5.76	21.72	42.28	33.94 %
001-7071-524000	Worker's Compensation	2,331.00	2,331.00	0.00	1,256.00	1,075.00	53.88 %
001-7071-526000	Long Term Disability Ins.	485.00	485.00	43.74	164.67	320.33	33.95 %
001-7071-534000	Other Contractual Serv	1,800.00	1,800.00	0.00	0.00	1,800.00	0.00 %
001-7071-540000	Travel & Per Diem	500.00	500.00	0.00	81.92	418.08	16.38 %
001-7071-540500	Registration/Trng Fees	250.00	250.00	645.00	645.00	-395.00	258.00 %
001-7071-542500	Safety	0.00	0.00	0.00	167.05	-167.05	0.00 %
001-7071-543000	Utilities	4,800.00	4,800.00	39.43	323.64	4,476.36	6.74 %
001-7071-545000	Insurance	25,813.00	25,813.00	0.00	13,280.17	12,532.83	51.45 %
001-7071-546100	Maintenance - Buildings	2,000.00	2,000.00	2,978.34	6,936.07	-4,936.07	346.80 %
001-7071-546200	Maint.-Mach. & Equip.	7,000.00	7,000.00	579.90	2,631.79	4,368.21	37.60 %
001-7071-546500	Maint. - Vehicles	1,500.00	1,500.00	0.00	426.83	1,073.17	28.46 %
001-7071-552100	Fuel	2,600.00	2,600.00	617.62	4,144.71	-1,544.71	159.41 %
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	26.42	610.36	589.64	50.86 %
001-7071-552700	Operating Supplies	6,500.00	6,500.00	476.45	4,777.87	1,722.13	73.51 %
001-7071-564000	Machinery & Equipment	3,500.00	3,500.00	0.00	0.00	3,500.00	0.00 %
Category: 10 - General government Total:		185,808.00	185,808.00	12,707.02	77,776.61	108,031.39	41.86 %
Department : 7071 - Central Garage Total:		185,808.00	185,808.00	12,707.02	77,776.61	108,031.39	41.86 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 7073 - Streets & Sidewalks							
Category: 54 - Transportation							
001-7073-512000	Regular Salaries	168,305.00	168,305.00	19,452.47	118,748.62	49,556.38	70.56 %
001-7073-512005	Appreciation & 24 Hr.	2,783.00	2,783.00	0.00	0.00	2,783.00	0.00 %
001-7073-514000	Overtime Salaries	2,197.00	2,197.00	412.16	1,940.62	256.38	88.33 %
001-7073-521000	Taxes-FICA	13,256.00	13,256.00	1,490.89	9,014.69	4,241.31	68.00 %
001-7073-522000	Retirement Contribution	10,098.00	10,098.00	1,058.25	6,287.25	3,810.75	62.26 %
001-7073-522500	457 Match	5,049.00	5,049.00	471.05	2,795.18	2,253.82	55.36 %
001-7073-523000	Insurance-Health	43,822.00	43,822.00	3,368.38	26,256.76	17,565.24	59.92 %
001-7073-523001	Insurance - Dental	1,886.00	1,886.00	146.23	1,156.95	729.05	61.34 %
001-7073-523002	Insurance - Life	1,322.00	1,322.00	221.14	890.57	431.43	67.37 %
001-7073-523003	Insurance - AD & D	122.00	122.00	20.40	82.17	39.83	67.35 %
001-7073-524000	Worker's Compensation	14,598.00	14,598.00	0.00	7,848.00	6,750.00	53.76 %
001-7073-526000	Long Term Disability Ins.	926.00	926.00	155.08	624.81	301.19	67.47 %
001-7073-531200	Engineering Services	50,000.00	50,000.00	0.00	53,852.50	-3,852.50	107.71 %
001-7073-534000	Other Contractual Serv	14,400.00	14,400.00	3,934.00	12,984.00	1,416.00	90.17 %
001-7073-534006	Hwy 27 Tree Maint.	16,000.00	16,000.00	0.00	14,000.00	2,000.00	87.50 %
001-7073-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	1,185.00	315.00	79.00 %
001-7073-541000	Telephone	660.00	660.00	78.85	501.12	158.88	75.93 %
001-7073-542500	Safety	700.00	700.00	0.00	32.29	667.71	4.61 %
001-7073-543000	Utilities	32,000.00	32,000.00	2,059.80	14,815.78	17,184.22	46.30 %
001-7073-545000	Insurance	44,964.00	44,964.00	0.00	22,482.00	22,482.00	50.00 %
001-7073-546100	Maintenance - Buildings	2,000.00	2,000.00	0.00	116.13	1,883.87	5.81 %
001-7073-546200	Maint.-Mach. & Equip.	35,000.00	35,000.00	801.68	7,411.67	27,588.33	21.18 %
001-7073-546500	Maint. - Vehicles	30,000.00	30,000.00	572.89	7,771.02	22,228.98	25.90 %
001-7073-552100	Fuel	40,000.00	40,000.00	2,286.05	19,198.33	20,801.67	48.00 %
001-7073-552500	Uniforms	2,800.00	2,800.00	133.24	1,051.51	1,748.49	37.55 %
001-7073-552700	Operating Supplies	6,000.00	6,000.00	79.56	2,494.11	3,505.89	41.57 %
001-7073-553000	Road Material & Supplies	50,000.00	50,000.00	-20,450.45	15,931.70	34,068.30	31.86 %
001-7073-553001	Street Overlays	471,400.00	471,400.00	-9,825.00	12,050.00	459,350.00	2.56 %
001-7073-553002	Street Striping	75,000.00	75,000.00	0.00	1,160.40	73,839.60	1.55 %
001-7073-553200	Street Signs	15,000.00	15,000.00	0.00	5,231.14	9,768.86	34.87 %
001-7073-553400	Sidewalks	75,000.00	75,000.00	0.00	10,710.98	64,289.02	14.28 %
001-7073-564000	Machinery & Equipment	36,000.00	36,000.00	0.00	0.00	36,000.00	0.00 %
Category: 54 - Transportation Total:		1,262,788.00	1,262,788.00	6,466.67	378,625.30	884,162.70	29.98 %
Category: 88 - Principal Retirement							
001-7073-571000	Principal	2,513.00	2,513.00	210.09	1,643.43	869.57	65.40 %
Category: 88 - Principal Retirement Total:		2,513.00	2,513.00	210.09	1,643.43	869.57	65.40 %
Category: 89 - Interest							
001-7073-572000	Interest Expense	46.00	46.00	3.08	61.93	-15.93	134.63 %
Category: 89 - Interest Total:		46.00	46.00	3.08	61.93	-15.93	134.63 %
Department : 7073 - Streets & Sidewalks Total:		1,265,347.00	1,265,347.00	6,679.84	380,330.66	885,016.34	30.06 %
Department : 7074 - FDOT Projects							
Category: 54 - Transportation							
001-7074-563005	FDOT C-21 Bridge Project	0.00	1,222,675.00	84,629.93	852,193.22	370,481.78	69.70 %
Category: 54 - Transportation Total:		0.00	1,222,675.00	84,629.93	852,193.22	370,481.78	69.70 %
Category: 56 - Economic Environment							
001-7074-563014	W Ventura SCOP	0.00	0.00	0.00	925.75	-925.75	0.00 %
Category: 56 - Economic Environment Total:		0.00	0.00	0.00	925.75	-925.75	0.00 %
Department : 7074 - FDOT Projects Total:		0.00	1,222,675.00	84,629.93	853,118.97	369,556.03	69.77 %
Department : 7075 - Community Landscaping Improvements							
Category: 54 - Transportation							
001-7075-531500	Other Professional Serv	0.00	0.00	16,618.00	17,287.30	-17,287.30	0.00 %

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001-7075-552700	Operating Supplies	0.00	0.00	0.00	82.31	-82.31	0.00 %
	Category: 54 - Transportation Total:	0.00	0.00	16,618.00	17,369.61	-17,369.61	0.00 %
Department : 7075 - Community Landscaping Improvements Total:		0.00	0.00	16,618.00	17,369.61	-17,369.61	0.00 %
Department : 7076 - Mosquito Control							
Category: 55 - Physical Environment							
001-7076-514000	Overtime Salaries	12,146.00	12,146.00	91.59	1,851.16	10,294.84	15.24 %
001-7076-521000	Taxes-FICA	929.00	929.00	7.03	137.29	791.71	14.78 %
001-7076-522000	Retirement Contribution	0.00	0.00	3.19	78.10	-78.10	0.00 %
001-7076-522500	457 Match	0.00	0.00	1.59	39.06	-39.06	0.00 %
001-7076-523000	Insurance-Health	0.00	0.00	0.00	300.08	-300.08	0.00 %
001-7076-523001	Insurance - Dental	0.00	0.00	0.00	11.74	-11.74	0.00 %
001-7076-534000	Other Contractual Serv	3,500.00	3,500.00	0.00	1,780.00	1,720.00	50.86 %
001-7076-534002	Mowing Services	182,400.00	182,400.00	15,200.00	121,600.00	60,800.00	66.67 %
001-7076-534003	Mosquito Contractor	160,000.00	160,000.00	3,999.75	35,839.71	124,160.29	22.40 %
001-7076-537701	410 Admin. Charges	4,694.00	4,694.00	0.00	2,348.00	2,346.00	50.02 %
001-7076-540000	Travel & Per Diem	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00 %
001-7076-540500	Registration/Trng Fees	550.00	550.00	0.00	0.00	550.00	0.00 %
001-7076-545000	Insurance	677.00	677.00	0.00	336.00	341.00	49.63 %
001-7076-546200	Maint.-Mach. & Equip.	1,000.00	1,000.00	0.00	481.12	518.88	48.11 %
001-7076-548000	Promotional Activities	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-7076-552100	Fuel	150.00	150.00	0.00	0.00	150.00	0.00 %
001-7076-552700	Operating Supplies	5,000.00	5,000.00	0.00	1,957.13	3,042.87	39.14 %
001-7076-554100	Dues & Memberships	200.00	200.00	0.00	0.00	200.00	0.00 %
001-7076-564000	Machinery & Equipment	16,000.00	16,000.00	0.00	21,025.35	-5,025.35	131.41 %
	Category: 55 - Physical Environment Total:	389,546.00	389,546.00	19,303.15	187,784.74	201,761.26	48.21 %
Department : 7076 - Mosquito Control Total:		389,546.00	389,546.00	19,303.15	187,784.74	201,761.26	48.21 %
Department : 7077 - Stormwater Projects							
Category: 10 - General government							
001-7077-531200	Engineering Services	30,000.00	30,000.00	887.50	39,415.75	-9,415.75	131.39 %
001-7077-552700	Operating Supplies	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
	Category: 10 - General government Total:	35,000.00	35,000.00	887.50	39,415.75	-4,415.75	112.62 %
Category: 56 - Economic Environment							
001-7077-563000	Improvements O/T Bldgs.	0.00	0.00	0.00	135,030.00	-135,030.00	0.00 %
	Category: 56 - Economic Environment Total:	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	887.50	174,445.75	-139,445.75	498.42 %
Department : 7078 - Street Lighting							
Category: 54 - Transportation							
001-7078-543000	Utilities	48,300.00	48,300.00	2,590.34	6,890.23	41,409.77	14.27 %
001-7078-546200	Maint.-Mach. & Equip.	35,000.00	35,000.00	15,300.00	25,454.76	9,545.24	72.73 %
001-7078-548000	Promotional Activities	13,000.00	13,000.00	0.00	902.24	12,097.76	6.94 %
	Category: 54 - Transportation Total:	96,300.00	96,300.00	17,890.34	33,247.23	63,052.77	34.52 %
Department : 7078 - Street Lighting Total:		96,300.00	96,300.00	17,890.34	33,247.23	63,052.77	34.52 %
Department : 7079 - Federal - HUD Project							
Category: 54 - Transportation							
001-7079-531200	Engineering Services	0.00	0.00	0.00	16,640.00	-16,640.00	0.00 %
	Category: 54 - Transportation Total:	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							
Category: 57 - Culture and recreation							
001-8080-512000	Regular Salaries	157,099.00	157,099.00	12,534.32	101,280.52	55,818.48	64.47 %
001-8080-512005	Appreciation & 24 Hr.	2,690.00	2,690.00	0.00	0.00	2,690.00	0.00 %
001-8080-514000	Overtime Salaries	7,793.00	7,793.00	483.85	4,905.70	2,887.30	62.95 %
001-8080-521000	Taxes-FICA	12,820.00	12,820.00	987.45	7,862.09	4,957.91	61.33 %
001-8080-522000	Retirement Contribution	9,426.00	9,426.00	581.13	5,344.10	4,081.90	56.70 %
001-8080-522500	457 Match	4,713.00	4,713.00	202.42	984.99	3,728.01	20.90 %

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For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8080-523000	Insurance-Health	45,848.00	45,848.00	2,120.14	24,211.02	21,636.98	52.81 %
001-8080-523001	Insurance - Dental	1,908.00	1,908.00	106.12	1,049.50	858.50	55.01 %
001-8080-523002	Insurance - Life	1,232.00	1,232.00	48.12	641.96	590.04	52.11 %
001-8080-523003	Insurance - AD & D	114.00	114.00	4.44	59.25	54.75	51.97 %
001-8080-524000	Worker's Compensation	2,407.00	2,407.00	0.00	1,292.00	1,115.00	53.68 %
001-8080-526000	Long Term Disability Ins.	864.00	864.00	35.06	457.27	406.73	52.92 %
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	310.64	7,933.17	466.83	94.44 %
001-8080-534601	Concessions	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
001-8080-540000	Travel & Per Diem	1,500.00	1,500.00	0.00	10.18	1,489.82	0.68 %
001-8080-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-8080-541000	Telephone	2,000.00	2,000.00	68.81	573.01	1,426.99	28.65 %
001-8080-543000	Utilities	10,000.00	10,000.00	202.59	2,119.60	7,880.40	21.20 %
001-8080-544100	Rental & Lease - Equip.	2,200.00	2,200.00	0.00	0.00	2,200.00	0.00 %
001-8080-545000	Insurance	30,044.00	30,044.00	0.00	15,024.00	15,020.00	50.01 %
001-8080-546000	Maintenance - Grounds	20,000.00	20,000.00	77.17	28,600.04	-8,600.04	143.00 %
001-8080-546100	Maintenance - Buildings	5,000.00	5,000.00	26.00	2,750.60	2,249.40	55.01 %
001-8080-546200	Maint.-Mach. & Equip.	6,500.00	6,500.00	2,624.70	13,800.05	-7,300.05	212.31 %
001-8080-546300	Maint. - Boat Dock	5,000.00	5,000.00	0.00	4,449.47	550.53	88.99 %
001-8080-546500	Maint. - Vehicles	2,000.00	2,000.00	0.00	4,967.95	-2,967.95	248.40 %
001-8080-548000	Promotional Activities	2,500.00	2,500.00	0.00	1,732.43	767.57	69.30 %
001-8080-551200	Program Activity Supplies	20,000.00	20,000.00	0.00	19,284.21	715.79	96.42 %
001-8080-551201	Initial Supplies for Activities	15,000.00	15,000.00	0.00	2,891.57	12,108.43	19.28 %
001-8080-551208	Robotics Activity Supplies	9,735.00	9,735.00	0.00	66.98	9,668.02	0.69 %
001-8080-552100	Fuel	3,500.00	3,500.00	69.00	371.81	3,128.19	10.62 %
001-8080-552400	Janitorial Supplies	0.00	0.00	0.00	1,913.71	-1,913.71	0.00 %
001-8080-552500	Uniforms	1,500.00	1,500.00	161.65	938.67	561.33	62.58 %
001-8080-552700	Recreation Operating Supplies	7,500.00	7,500.00	216.54	5,095.56	2,404.44	67.94 %
001-8080-552702	Parks Operating Supplies	6,000.00	6,000.00	0.00	636.45	5,363.55	10.61 %
001-8080-554100	Dues & Memberships	975.00	975.00	0.00	780.00	195.00	80.00 %
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	99.92 %
001-8080-591009	Pay to Parks Imp. Fees Reserves	310.00	310.00	0.00	0.00	310.00	0.00 %
Category: 57 - Culture and recreation Total:		447,578.00	447,578.00	20,860.15	297,327.86	150,250.14	66.43 %
Department : 8080 - Rec. - Admin. & Parks Total:		447,578.00	447,578.00	20,860.15	297,327.86	150,250.14	66.43 %
Department : 8081 - Rec. - Buildings & Structures							
Category: 57 - Culture and recreation							
001-8081-512000	Regular Salaries	28,330.00	28,330.00	3,543.80	4,851.32	23,478.68	17.12 %
001-8081-512005	Appreciation & 24 Hr.	136.00	136.00	0.00	0.00	136.00	0.00 %
001-8081-513000	Special Detail	0.00	0.00	198.00	1,716.00	-1,716.00	0.00 %
001-8081-514000	Overtime Salaries	409.00	409.00	163.44	183.87	225.13	44.96 %
001-8081-521000	Taxes-FICA	2,209.00	2,209.00	298.80	515.65	1,693.35	23.34 %
001-8081-522000	Retirement Contribution	1,700.00	1,700.00	206.11	350.16	1,349.84	20.60 %
001-8081-522500	457 Match	850.00	850.00	3.81	27.80	822.20	3.27 %
001-8081-523000	Insurance-Health	9,399.00	9,399.00	0.00	255.87	9,143.13	2.72 %
001-8081-523001	Insurance - Dental	471.00	471.00	0.00	12.80	458.20	2.72 %
001-8081-523002	Insurance - Life	222.00	222.00	0.00	0.00	222.00	0.00 %
001-8081-523003	Insurance - AD & D	21.00	21.00	0.00	0.00	21.00	0.00 %
001-8081-524000	Worker's Compensation	1,021.00	1,021.00	0.00	536.00	485.00	52.50 %
001-8081-526000	Long Term Disability Ins.	156.00	156.00	0.00	0.00	156.00	0.00 %
001-8081-534000	Other Contractual Serv	1,000.00	1,000.00	0.00	254.50	745.50	25.45 %
001-8081-541000	Telephone	3,800.00	3,800.00	147.37	1,213.08	2,586.92	31.92 %
001-8081-543000	Utilities	14,000.00	14,000.00	1,154.85	8,489.57	5,510.43	60.64 %
001-8081-544100	Rental & Lease - Equip.	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
001-8081-545000	Insurance	41,580.00	41,580.00	0.00	20,790.00	20,790.00	50.00 %
001-8081-546000	Maintenance - Grounds	1,000.00	1,000.00	0.00	1,987.44	-987.44	198.74 %
001-8081-546100	Maintenance - Buildings	10,000.00	10,000.00	343.93	5,198.68	4,801.32	51.99 %
001-8081-546200	Maint.-Mach. & Equip.	2,000.00	2,000.00	0.00	3,301.69	-1,301.69	165.08 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original	Current	Period	Fiscal	Variance	
		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Percent Used
001-8081-546500	Maint. - Vehicles	500.00	500.00	0.00	0.00	500.00	0.00 %
001-8081-552100	Fuel	500.00	500.00	0.00	0.00	500.00	0.00 %
001-8081-552400	Janitorial Supplies	12,000.00	12,000.00	229.76	4,529.61	7,470.39	37.75 %
001-8081-552500	Uniforms	600.00	600.00	0.00	0.00	600.00	0.00 %
001-8081-552700	Operating Supplies	3,000.00	3,000.00	17.99	591.93	2,408.07	19.73 %
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	0.00 %
001-8081-563010	Youth Center Project	6,000.00	6,000.00	0.00	1,356.00	4,644.00	22.60 %
001-8081-563012	Park Rehab Project	30,000.00	30,000.00	0.00	8,768.76	21,231.24	29.23 %
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	0.00 %
Category: 57 - Culture and recreation Total:		281,534.00	281,534.00	6,307.86	71,070.44	210,463.56	25.24 %
Department : 8081 - Rec. - Buildings & Structures Total:		281,534.00	281,534.00	6,307.86	71,070.44	210,463.56	25.24 %
Department : 8082 - Sugarland Sports Complex							
Category: 57 - Culture and recreation							
001-8082-512000	Regular Salaries	91,645.00	91,645.00	6,537.60	39,552.82	52,092.18	43.16 %
001-8082-512005	Appreciation & 24 Hr.	1,801.00	1,801.00	0.00	0.00	1,801.00	0.00 %
001-8082-514000	Overtime Salaries	1,057.00	1,057.00	122.58	868.28	188.72	82.15 %
001-8082-521000	Taxes-FICA	7,229.00	7,229.00	507.42	3,073.71	4,155.29	42.52 %
001-8082-522000	Retirement Contribution	5,499.00	5,499.00	381.61	1,885.05	3,613.95	34.28 %
001-8082-522500	457 Match	2,749.00	2,749.00	65.37	585.77	2,163.23	21.31 %
001-8082-523000	Insurance-Health	35,979.00	35,979.00	1,502.53	9,856.37	26,122.63	27.39 %
001-8082-523001	Insurance - Dental	1,413.00	1,413.00	75.20	454.10	958.90	32.14 %
001-8082-523002	Insurance - Life	718.00	718.00	74.12	253.56	464.44	35.31 %
001-8082-523003	Insurance - AD & D	66.00	66.00	6.84	23.40	42.60	35.45 %
001-8082-524000	Worker's Compensation	3,393.00	3,393.00	0.00	1,821.00	1,572.00	53.67 %
001-8082-526000	Long Term Disability Ins.	504.00	504.00	51.92	177.92	326.08	35.30 %
001-8082-531500	Other Professional Serv	6,249.00	6,249.00	522.56	3,656.17	2,592.83	58.51 %
001-8082-534000	Other Contractual Serv	0.00	0.00	14,020.10	76,088.20	-76,088.20	0.00 %
001-8082-540000	Travel & Per Diem	250.00	250.00	0.00	0.00	250.00	0.00 %
001-8082-540500	Registration/Trng Fees	250.00	250.00	0.00	0.00	250.00	0.00 %
001-8082-541000	Telephone	925.00	925.00	43.73	542.68	382.32	58.67 %
001-8082-542500	Safety	100.00	100.00	0.00	307.09	-207.09	307.09 %
001-8082-543000	Utilities	45,000.00	45,000.00	2,315.29	19,987.42	25,012.58	44.42 %
001-8082-545000	Insurance	12,734.00	12,734.00	0.00	6,366.00	6,368.00	49.99 %
001-8082-546000	Maintenance - Grounds	35,000.00	35,000.00	11,754.57	39,774.74	-4,774.74	113.64 %
001-8082-546100	Maintenance - Buildings	5,000.00	5,000.00	15.78	6,034.37	-1,034.37	120.69 %
001-8082-546200	Maint.-Mach. & Equip.	17,500.00	17,500.00	2,627.11	6,052.25	11,447.75	34.58 %
001-8082-552100	Fuel	5,500.00	5,500.00	439.48	2,432.46	3,067.54	44.23 %
001-8082-552300	Chemicals	25,100.00	25,100.00	0.00	7,996.40	17,103.60	31.86 %
001-8082-552400	Janitorial Supplies	1,500.00	1,500.00	0.00	1,313.18	186.82	87.55 %
001-8082-552500	Uniforms	1,900.00	1,900.00	89.44	346.01	1,553.99	18.21 %
001-8082-552700	Operating Supplies	5,300.00	5,300.00	0.00	4,424.18	875.82	33.48 %
001-8082-563000	Improvements O/T Bldgs.	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00 %
Category: 57 - Culture and recreation Total:		334,361.00	334,361.00	41,153.25	233,873.13	100,487.87	69.95 %
Department : 8082 - Sugarland Sports Complex Total:		334,361.00	334,361.00	41,153.25	233,873.13	100,487.87	69.95 %
Department : 8083 - C. S. Mott Pool & Splash Pad							
Category: 57 - Culture and recreation							
001-8083-512500	Lifeguard	36,277.00	36,277.00	613.50	1,700.54	34,576.46	4.69 %
001-8083-521000	Taxes-FICA	2,775.00	2,775.00	46.92	130.06	2,644.94	4.69 %
001-8083-524000	Worker's Compensation	2,529.00	2,529.00	0.00	1,266.00	1,263.00	50.06 %
001-8083-534000	Other Contractual Serv	5,500.00	5,500.00	90.00	2,065.00	3,435.00	37.55 %
001-8083-534600	Snacks/Soft Drinks	500.00	500.00	0.00	0.00	500.00	0.00 %
001-8083-543000	Utilities	30,000.00	30,000.00	699.69	55,527.68	-25,527.68	185.09 %
001-8083-545000	Insurance	1,505.00	1,505.00	0.00	877.00	628.00	58.27 %
001-8083-546100	Maintenance - Buildings	11,000.00	11,000.00	401.42	2,397.06	8,602.94	21.79 %
001-8083-546200	Maint.-Mach. & Equip.	3,000.00	3,000.00	172.37	2,058.11	941.89	68.60 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8083-552300	Chemicals	15,000.00	15,000.00	0.00	7,831.67	7,168.33	52.21 %
001-8083-552400	Janitorial Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-8083-552500	Uniforms	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
001-8083-552700	Operating Supplies	4,500.00	4,500.00	3.94	1,566.62	2,933.38	34.81 %
001-8083-563000	Improvements O/T Bldgs.	0.00	0.00	0.00	2,500.00	-2,500.00	0.00 %
Category: 57 - Culture and recreation Total:		114,586.00	114,586.00	2,027.84	77,919.74	36,666.26	68.00 %
Department : 8083 - C. S. Mott Pool & Splash Pad Total:		114,586.00	114,586.00	2,027.84	77,919.74	36,666.26	68.00 %
Department : 8084 - John Boy Auditorium							
Category: 57 - Culture and recreation							
001-8084-513000	Special Detail	17,745.00	17,745.00	1,637.50	9,920.50	7,824.50	55.91 %
001-8084-521000	Taxes - FICA	1,358.00	1,358.00	124.12	751.61	606.39	55.35 %
001-8084-522000	Retirement Contribution	0.00	0.00	82.01	424.94	-424.94	0.00 %
001-8084-522500	457 Match	0.00	0.00	28.84	143.84	-143.84	0.00 %
001-8084-523000	Insurance-Health	0.00	0.00	421.32	1,988.63	-1,988.63	0.00 %
001-8084-523001	Insurance - Dental	0.00	0.00	21.08	99.52	-99.52	0.00 %
001-8084-524000	Worker's Compensation	648.00	648.00	0.00	350.00	298.00	54.01 %
001-8084-534000	Other Contractual Serv	18,000.00	18,000.00	0.00	5,283.68	12,716.32	29.35 %
001-8084-541000	Telephone	3,500.00	3,500.00	227.04	2,586.45	913.55	73.90 %
001-8084-543000	Utilities	40,000.00	40,000.00	3,179.69	18,395.93	21,604.07	45.99 %
001-8084-544100	Rental & Lease - Equip.	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00 %
001-8084-545000	Insurance	26,041.00	26,041.00	0.00	13,020.00	13,021.00	50.00 %
001-8084-546000	Maintenance - Grounds	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
001-8084-546100	Maintenance - Buildings	12,000.00	12,000.00	1,477.00	4,289.70	7,710.30	35.75 %
001-8084-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
001-8084-552400	Janitorial Supplies	4,000.00	4,000.00	0.00	1,851.11	2,148.89	46.28 %
001-8084-552700	Operating Supplies	5,000.00	5,000.00	0.00	480.61	4,519.39	9.61 %
Category: 57 - Culture and recreation Total:		146,792.00	146,792.00	7,198.60	59,586.52	87,205.48	40.59 %
Department : 8084 - John Boy Auditorium Total:		146,792.00	146,792.00	7,198.60	59,586.52	87,205.48	40.59 %
Department : 8086 - Rec. - Golf Course							
Category: 57 - Culture and recreation							
001-8086-512000	Regular Salaries	333,324.00	333,324.00	26,155.14	156,096.60	177,227.40	46.83 %
001-8086-512005	Appreciation & 24 Hr.	4,641.00	4,641.00	0.00	0.00	4,641.00	0.00 %
001-8086-514000	Overtime Salaries	8,457.00	8,457.00	1,465.81	14,684.41	-6,227.41	173.64 %
001-8086-521000	Taxes-FICA	26,501.00	26,501.00	2,052.60	12,556.41	13,944.59	47.38 %
001-8086-522000	Retirement Contribution	18,256.00	18,256.00	1,229.94	8,061.21	10,194.79	44.16 %
001-8086-522500	457 Match	9,128.00	9,128.00	95.37	915.85	8,212.15	10.03 %
001-8086-523000	Insurance-Health	87,598.00	87,598.00	3,383.50	30,200.88	57,397.12	34.48 %
001-8086-523001	Insurance - Dental	3,768.00	3,768.00	156.80	1,411.20	2,356.80	37.45 %
001-8086-523002	Insurance - Life	2,324.00	2,324.00	221.68	970.61	1,353.39	41.76 %
001-8086-523003	Insurance - AD & D	215.00	215.00	20.46	89.58	125.42	41.67 %
001-8086-524000	Worker's Compensation	6,269.00	6,269.00	0.00	3,376.00	2,893.00	53.85 %
001-8086-526000	Long Term Disability Ins.	1,673.00	1,673.00	162.74	712.82	960.18	42.61 %
001-8086-531500	Golf-Other Professional Services	18,750.00	18,750.00	1,562.44	10,938.83	7,811.17	58.34 %
001-8086-534000	Other Contractual Serv	12,000.00	12,000.00	11,679.94	99,107.13	-87,107.13	825.89 %
001-8086-534500	Inventory Purchases	48,000.00	48,000.00	0.00	18,190.19	29,809.81	37.90 %
001-8086-534600	Snacks/Soft Drinks	13,750.00	13,750.00	664.16	6,956.63	6,793.37	50.59 %
001-8086-534700	G/C Beer	9,350.00	9,350.00	1,172.50	6,354.25	2,995.75	67.96 %
001-8086-540500	Registration/Trng Fees	300.00	300.00	0.00	0.00	300.00	0.00 %
001-8086-541000	Telephone	4,770.00	4,770.00	406.64	3,031.77	1,738.23	63.56 %
001-8086-543000	Utilities	46,000.00	46,000.00	2,034.33	20,966.20	25,033.80	45.58 %
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	0.00	23,274.00	23,268.00	50.01 %
001-8086-546000	Maintenance - Grounds	50,000.00	50,000.00	7,537.69	46,636.10	3,363.90	93.27 %
001-8086-546100	Maintenance - Buildings	8,960.00	8,960.00	22.00	1,379.20	7,580.80	15.39 %
001-8086-546200	Maint.-Mach. & Equip.	25,000.00	25,000.00	1,817.23	29,938.37	-4,938.37	119.75 %
001-8086-546500	Maint. - Vehicles	500.00	500.00	599.76	904.59	-404.59	180.92 %
001-8086-546600	Maint. - Golf Carts	9,000.00	9,000.00	332.25	53,754.26	-44,754.26	597.27 %

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
001-8086-548000	Promotional Activities	6,140.00	6,140.00	0.00	1,023.00	5,117.00	16.66 %
001-8086-549000	Drainage Taxes	6,000.00	6,000.00	0.00	5,637.43	362.57	93.96 %
001-8086-552100	Fuel	25,000.00	25,000.00	2,180.63	19,592.33	5,407.67	78.37 %
001-8086-552300	Chemicals	93,000.00	93,000.00	4,627.50	75,861.42	17,138.58	81.57 %
001-8086-552400	Janitorial Supplies	5,500.00	5,500.00	291.64	2,554.62	2,945.38	46.45 %
001-8086-552500	Uniforms	3,000.00	3,000.00	32.00	143.31	2,856.69	4.78 %
001-8086-552700	Operating Supplies	13,000.00	13,000.00	95.00	7,059.98	5,940.02	54.31 %
001-8086-552701	Program Supplies	6,400.00	6,400.00	118.33	118.33	6,281.67	1.85 %
001-8086-554100	Dues & Memberships	850.00	850.00	578.00	778.00	72.00	91.53 %
001-8086-563000	Improvements O/T Bldgs.	1,379,000.00	1,379,000.00	0.00	1,150,663.24	228,336.76	83.44 %
001-8086-564000	Machinery & Equipment	62,000.00	62,000.00	0.00	31,455.00	30,545.00	50.73 %
001-8086-591002	Pay to Golf Capital Reserves	21,765.00	21,765.00	0.00	0.00	21,765.00	0.00 %
001-8086-592000	Contingent Expenses	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00 %
Category: 57 - Culture and recreation Total:		2,426,231.00	2,426,231.00	70,696.08	1,865,761.61	560,469.39	76.90 %
Category: 88 - Principal Retirement							
001-8086-571000	Principal	105,358.00	105,358.00	4,254.30	33,278.57	72,079.43	31.59 %
Category: 88 - Principal Retirement Total:		105,358.00	105,358.00	4,254.30	33,278.57	72,079.43	31.59 %
Category: 89 - Interest							
001-8086-572000	Interest Expense	12,695.00	12,695.00	62.33	1,254.52	11,440.48	9.88 %
Category: 89 - Interest Total:		12,695.00	12,695.00	62.33	1,254.52	11,440.48	9.88 %
Department : 8086 - Rec. - Golf Course Total:		2,544,284.00	2,544,284.00	75,012.71	1,900,294.70	643,989.30	74.69 %
Fund: 001 - GENERAL FUND Surplus (Deficit):		0.00	0.00	-431,649.52	2,000,415.54	2,000,415.54	0.00 %

Budget Report

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
Category: 33 - Intergovernmental Revenue						
410-331500 Federal - Disaster Relief	0.00	0.00	114,403.99	114,403.99	114,403.99	0.00 %
410-334510 State - Disaster Relief	0.00	0.00	6,355.78	6,355.78	6,355.78	0.00 %
Category: 33 - Intergovernmental Revenue Total:	0.00	0.00	120,759.77	120,759.77	120,759.77	0.00 %
Category: 34 - Charges for Services						
410-343101 Residential Service	3,844,970.00	3,844,970.00	340,551.45	2,244,912.25	-1,600,057.75	58.39 %
410-343102 Gen.Service Demand	2,836,539.00	2,836,539.00	214,040.35	1,706,980.00	-1,129,559.00	60.18 %
410-343103 Gen.Service Non-Demand	828,002.00	828,002.00	59,485.82	452,337.05	-375,664.95	54.63 %
410-343104 Rental Lighting	37,329.00	37,329.00	3,226.85	25,613.99	-11,715.01	68.62 %
410-343105 Industrial Sales	604,120.00	604,120.00	82,855.30	570,472.15	-33,647.85	94.43 %
410-343106 Sports Lighting	4,530.00	4,530.00	443.87	4,634.60	104.60	102.31 %
410-343107 Street Lighting Services	30,700.00	30,700.00	1,625.54	4,298.24	-26,401.76	14.00 %
410-343108 Power Cost Adjustment	4,285,940.00	4,285,940.00	366,928.03	2,608,806.31	-1,677,133.69	60.87 %
410-343110 Contra Rev. - Residential Net Meter...	0.00	0.00	-608.65	-2,665.08	-2,665.08	0.00 %
410-343120 Connection Charge	7,000.00	7,000.00	460.00	4,040.00	-2,960.00	57.71 %
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	0.00	-15,000.00	0.00 %
410-343135 PoleRental	18,280.00	18,280.00	0.00	0.00	-18,280.00	0.00 %
Category: 34 - Charges for Services Total:	12,512,410.00	12,512,410.00	1,069,008.56	7,619,749.51	-4,892,660.49	60.90 %
Category: 36 - Misc. Revenue						
410-359001 Returned Check Fee	25,000.00	25,000.00	5,155.00	40,020.00	15,020.00	160.08 %
410-362120 Lease-Surge Protector	3,000.00	3,000.00	258.70	2,089.50	-910.50	69.65 %
410-369900 Misc. Income	1,000.00	1,000.00	-25,669.00	-1,981.69	-2,981.69	198.17 %
410-369910 Discount Earned	360.00	360.00	0.00	210.00	-150.00	58.33 %
410-382002 Admin. Charges 420 & 001	98,771.00	98,771.00	0.00	49,391.00	-49,380.00	50.01 %
Category: 36 - Misc. Revenue Total:	128,131.00	128,131.00	-20,255.30	89,728.81	-38,402.19	70.03 %
Category: 38 - Non-operating Sources (Uses)						
410-361000 Interest Earned	50,000.00	50,000.00	5,244.99	40,857.73	-9,142.27	81.72 %
410-365100 Sale of Scraps	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
410-365200 Sale of Equipment	0.00	0.00	0.00	14,259.00	14,259.00	0.00 %
410-382300 Transfer Reserves	8,001,067.00	8,001,067.00	0.00	0.00	-8,001,067.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	8,052,067.00	8,052,067.00	5,244.99	55,116.73	-7,996,950.27	0.68 %
Department : 2009 - Electric Transmission						
Category: 51 - Personal Services						
410-2009-512000 Regular Salaries	38,170.00	38,170.00	4,486.27	25,563.73	12,606.27	66.97 %
410-2009-512005 Appreciation & 24 Hr.	544.00	544.00	0.00	0.00	544.00	0.00 %
410-2009-514000 Overtime Salaries	5,433.00	5,433.00	485.66	3,446.45	1,986.55	63.44 %
410-2009-521000 Taxes-FICA	3,377.00	3,377.00	371.71	2,138.92	1,238.08	63.34 %
410-2009-522000 Retirement Contribution	2,153.00	2,153.00	209.59	1,309.20	843.80	60.81 %
410-2009-522500 457 Match	1,076.00	1,076.00	104.83	617.77	458.23	57.41 %
410-2009-523000 Insurance-Health	7,975.00	7,975.00	542.97	4,467.09	3,507.91	56.01 %
410-2009-523001 Insurance - Dental	288.00	288.00	19.61	154.41	133.59	53.61 %
410-2009-523002 Insurance - Life	293.00	293.00	47.64	167.92	125.08	57.31 %
410-2009-523003 Insurance - AD & D	27.00	27.00	4.40	15.44	11.56	57.19 %
410-2009-524000 Worker's Compensation	648.00	648.00	0.00	351.00	297.00	54.17 %
410-2009-526000 Long Term Disability Ins.	197.00	197.00	33.58	118.53	78.47	60.17 %
Category: 51 - Personal Services Total:	60,181.00	60,181.00	6,306.26	38,350.46	21,830.54	63.73 %
Category: 71 - Operating Expenses						
410-2009-552500 Uniforms	500.00	500.00	6.42	209.82	290.18	41.96 %
410-2009-552700 Operating Supplies	650.00	650.00	0.00	0.00	650.00	0.00 %
Category: 71 - Operating Expenses Total:	1,150.00	1,150.00	6.42	209.82	940.18	18.25 %
Category: 72 - Utilities						
410-2009-541000 Telephone	750.00	750.00	0.00	0.36	749.64	0.05 %
Category: 72 - Utilities Total:	750.00	750.00	0.00	0.36	749.64	0.05 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 73 - Insurance							
410-2009-545000	Insurance	7,049.00	7,049.00	0.00	3,522.00	3,527.00	49.96 %
	Category: 73 - Insurance Total:	7,049.00	7,049.00	0.00	3,522.00	3,527.00	49.96 %
Category: 74 - Repairs and maintenance							
410-2009-546200	Maint.-Mach. & Equip.	500.00	500.00	0.00	178.13	321.87	35.63 %
410-2009-559200	Maint. - Transmission Lines	60,000.00	60,000.00	0.00	0.00	60,000.00	0.00 %
	Category: 74 - Repairs and maintenance Total:	60,500.00	60,500.00	0.00	178.13	60,321.87	0.29 %
Category: 91 - Capital outlay							
410-2009-563800	West Transmission Line Rebuild	165,200.00	165,200.00	0.00	0.00	165,200.00	0.00 %
	Category: 91 - Capital outlay Total:	165,200.00	165,200.00	0.00	0.00	165,200.00	0.00 %
	Department : 2009 - Electric Transmission Total:	294,830.00	294,830.00	6,312.68	42,260.77	252,569.23	14.33 %
Department : 2010 - Electric Distribution							
Category: 51 - Personal Services							
410-2010-512000	Regular Salaries	343,527.00	343,527.00	40,376.81	230,074.45	113,452.55	66.97 %
410-2010-512005	Appreciation & 24 Hr.	4,895.00	4,895.00	0.00	0.00	4,895.00	0.00 %
410-2010-514000	Overtime Salaries	43,467.00	43,467.00	4,370.99	31,017.62	12,449.38	71.36 %
410-2010-521000	Taxes-FICA	29,980.00	29,980.00	3,344.46	19,245.72	10,734.28	64.20 %
410-2010-522000	Retirement Contribution	19,374.00	19,374.00	1,886.18	11,781.83	7,592.17	60.81 %
410-2010-522500	457 Match	9,687.00	9,687.00	943.07	5,558.36	4,128.64	57.38 %
410-2010-523000	Insurance-Health	71,770.00	71,770.00	4,886.31	40,201.45	31,568.55	56.01 %
410-2010-523001	Insurance - Dental	2,544.00	2,544.00	176.39	1,388.82	1,155.18	54.59 %
410-2010-523002	Insurance - Life	2,531.00	2,531.00	428.82	1,511.68	1,019.32	59.73 %
410-2010-523003	Insurance - AD & D	234.00	234.00	39.58	139.60	94.40	59.66 %
410-2010-524000	Worker's Compensation	5,753.00	5,753.00	0.00	3,113.00	2,640.00	54.11 %
410-2010-526000	Long Term Disability Ins.	1,776.00	1,776.00	302.12	1,067.39	708.61	60.10 %
	Category: 51 - Personal Services Total:	535,538.00	535,538.00	56,754.73	345,099.92	190,438.08	64.44 %
Category: 53 - Contractual Services							
410-2010-531200	Engineering Services	15,000.00	15,000.00	0.00	2,209.13	12,790.87	14.73 %
410-2010-534000	Other Contractual Serv	200,000.00	200,000.00	7,332.86	137,246.71	62,753.29	68.62 %
	Category: 53 - Contractual Services Total:	215,000.00	215,000.00	7,332.86	139,455.84	75,544.16	64.86 %
Category: 71 - Operating Expenses							
410-2010-552100	Fuel	35,000.00	35,000.00	2,185.78	14,967.42	20,032.58	42.76 %
410-2010-552500	Uniforms	5,000.00	5,000.00	57.84	2,010.30	2,989.70	40.21 %
410-2010-552700	Operating Supplies	20,000.00	20,000.00	1,626.35	13,220.55	6,779.45	66.10 %
	Category: 71 - Operating Expenses Total:	60,000.00	60,000.00	3,869.97	30,198.27	29,801.73	50.33 %
Category: 72 - Utilities							
410-2010-541000	Telephone	5,500.00	5,500.00	343.39	2,831.42	2,668.58	51.48 %
410-2010-543000	Utilities	10,000.00	10,000.00	1,434.75	7,777.54	2,222.46	77.78 %
	Category: 72 - Utilities Total:	15,500.00	15,500.00	1,778.14	10,608.96	4,891.04	68.44 %
Category: 73 - Insurance							
410-2010-545000	Insurance	63,468.00	63,468.00	0.00	31,734.00	31,734.00	50.00 %
	Category: 73 - Insurance Total:	63,468.00	63,468.00	0.00	31,734.00	31,734.00	50.00 %
Category: 74 - Repairs and maintenance							
410-2010-546100	Maintenance - Buildings	10,000.00	10,000.00	1,654.92	9,916.54	83.46	99.17 %
410-2010-546200	Maint.-Mach. & Equip.	10,000.00	10,000.00	2,400.00	5,930.89	4,069.11	59.31 %
410-2010-546500	Maint. - Vehicles	35,000.00	35,000.00	180.71	20,716.10	14,283.90	59.19 %
410-2010-559100	Maint. - Substation	75,000.00	75,000.00	0.00	1,757.30	73,242.70	2.34 %
410-2010-559300	Maint.-Overhead Lines	15,000.00	15,000.00	0.00	9,647.98	5,352.02	64.32 %
410-2010-559400	Maint.-Underground Lines	15,000.00	15,000.00	0.00	15,236.98	-236.98	101.58 %
410-2010-559500	Maint.-Line Transformers	125,000.00	125,000.00	0.00	68,197.43	56,802.57	54.56 %
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	-10,500.00	3,570.00	1,430.00	71.40 %
	Category: 74 - Repairs and maintenance Total:	290,000.00	290,000.00	-6,264.37	135,338.24	154,661.76	46.67 %
Category: 76 - Miscellaneous							
410-2010-540000	Travel & Per Diem	4,500.00	4,500.00	64.62	4,084.33	415.67	90.76 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
410-2010-540500	Registration/Trng Fees	5,000.00	5,000.00	2,535.50	3,380.50	1,619.50	67.61 %
410-2010-542500	Safety	2,700.00	2,700.00	0.00	603.98	2,096.02	22.37 %
	Category: 76 - Miscellaneous Total:	12,200.00	12,200.00	2,600.12	8,068.81	4,131.19	66.14 %
	Category: 91 - Capital outlay						
410-2010-563000	Improvements O/T Bldgs.	12,000.00	12,000.00	395.88	395.88	11,604.12	3.30 %
410-2010-563100	Poles, Towers & Fixt	460,250.00	460,250.00	0.00	0.00	460,250.00	0.00 %
410-2010-563200	Overhead Lines/Devic	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
410-2010-563300	Underground Lines/De	45,000.00	45,000.00	0.00	0.00	45,000.00	0.00 %
410-2010-563400	Line Transformers	100,000.00	100,000.00	0.00	8,966.51	91,033.49	8.97 %
410-2010-563700	Substation	225,000.00	225,000.00	0.00	1,644.81	223,355.19	0.73 %
410-2010-564000	Machinery & Equipment	277,000.00	277,000.00	0.00	280,719.34	-3,719.34	101.34 %
	Category: 91 - Capital outlay Total:	1,134,250.00	1,134,250.00	395.88	291,726.54	842,523.46	25.72 %
	Department : 2010 - Electric Distribution Total:	2,325,956.00	2,325,956.00	66,467.33	992,230.58	1,333,725.42	42.66 %
	Department : 2015 - Purchasing / Warehouse						
	Category: 51 - Personal Services						
410-2015-512000	Regular Salaries	34,986.00	34,986.00	4,036.80	24,585.07	10,400.93	70.27 %
410-2015-512005	Appreciation & 24 Hr.	621.00	621.00	0.00	0.00	621.00	0.00 %
410-2015-514000	Overtime Salaries	252.00	252.00	0.00	0.00	252.00	0.00 %
410-2015-521000	Taxes-FICA	2,743.00	2,743.00	303.92	1,838.97	904.03	67.04 %
410-2015-522000	Retirement Contribution	2,099.00	2,099.00	242.22	1,449.06	649.94	69.04 %
410-2015-522500	457 Match	1,050.00	1,050.00	121.11	724.53	325.47	69.00 %
410-2015-523000	Insurance-Health	9,399.00	9,399.00	783.22	6,245.09	3,153.91	66.44 %
410-2015-523001	Insurance - Dental	471.00	471.00	39.20	312.57	158.43	66.36 %
410-2015-523002	Insurance - Life	273.00	273.00	45.50	183.95	89.05	67.38 %
410-2015-523003	Insurance - AD & D	25.00	25.00	4.20	16.98	8.02	67.92 %
410-2015-524000	Worker's Compensation	524.00	524.00	0.00	284.00	240.00	54.20 %
410-2015-526000	Long Term Disability Ins.	192.00	192.00	32.08	129.70	62.30	67.55 %
	Category: 51 - Personal Services Total:	52,635.00	52,635.00	5,608.25	35,769.92	16,865.08	67.96 %
	Category: 53 - Contractual Services						
410-2015-534000	Other Contractual Serv	4,200.00	4,200.00	0.00	8,062.00	-3,862.00	191.95 %
	Category: 53 - Contractual Services Total:	4,200.00	4,200.00	0.00	8,062.00	-3,862.00	191.95 %
	Category: 71 - Operating Expenses						
410-2015-552100	Fuel	400.00	400.00	0.00	39.45	360.55	9.86 %
410-2015-552500	Uniforms	300.00	300.00	0.00	180.75	119.25	60.25 %
410-2015-552700	Operating Supplies	3,000.00	3,000.00	0.00	1,155.63	1,844.37	38.52 %
	Category: 71 - Operating Expenses Total:	3,700.00	3,700.00	0.00	1,375.83	2,324.17	37.18 %
	Category: 72 - Utilities						
410-2015-541000	Telephone	1,100.00	1,100.00	25.00	384.12	715.88	34.92 %
410-2015-543000	Utilities	6,000.00	6,000.00	0.00	0.00	6,000.00	0.00 %
	Category: 72 - Utilities Total:	7,100.00	7,100.00	25.00	384.12	6,715.88	5.41 %
	Category: 73 - Insurance						
410-2015-545000	Insurance	1,534.00	1,534.00	0.00	768.00	766.00	50.07 %
	Category: 73 - Insurance Total:	1,534.00	1,534.00	0.00	768.00	766.00	50.07 %
	Category: 74 - Repairs and maintenance						
410-2015-546100	Maintenance - Buildings	1,000.00	1,000.00	3,356.02	10,352.83	-9,352.83	1,035.28 %
410-2015-546200	Maint.-Mach. & Equip.	14,025.00	14,025.00	171.64	6,976.14	7,048.86	49.74 %
	Category: 74 - Repairs and maintenance Total:	15,025.00	15,025.00	3,527.66	17,328.97	-2,303.97	115.33 %
	Category: 76 - Miscellaneous						
410-2015-540500	Registration/Trng Fees	0.00	0.00	285.00	285.00	-285.00	0.00 %
410-2015-542500	Safety	50.00	50.00	0.00	0.00	50.00	0.00 %
	Category: 76 - Miscellaneous Total:	50.00	50.00	285.00	285.00	-235.00	570.00 %
	Category: 91 - Capital outlay						
410-2015-563000	Improvements O/T Bldgs.	36,500.00	36,500.00	0.00	0.00	36,500.00	0.00 %
410-2015-564000	Machinery & Equipment	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %

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Category: 91 - Capital outlay Total:	71,500.00	71,500.00	0.00	0.00	71,500.00	0.00 %
Department : 2015 - Purchasing / Warehouse Total:	155,744.00	155,744.00	9,445.91	63,973.84	91,770.16	41.08 %
Department : 2025 - Electric Meter Reading						
Category: 51 - Personal Services						
410-2025-512000 Regular Salaries	33,696.00	33,696.00	3,888.00	23,463.35	10,232.65	69.63 %
410-2025-512005 Appreciation & 24 Hr.	606.00	606.00	0.00	0.00	606.00	0.00 %
410-2025-514000 Overtime Salaries	778.00	778.00	0.00	0.00	778.00	0.00 %
410-2025-521000 Taxes-FICA	2,684.00	2,684.00	297.60	1,795.95	888.05	66.91 %
410-2025-522000 Retirement Contribution	2,022.00	2,022.00	233.28	1,399.68	622.32	69.22 %
410-2025-522500 457 Match	1,011.00	1,011.00	30.00	180.00	831.00	17.80 %
410-2025-523000 Insurance-Health	9,399.00	9,399.00	783.22	6,265.76	3,133.24	66.66 %
410-2025-523001 Insurance - Dental	471.00	471.00	39.20	313.60	157.40	66.58 %
410-2025-523002 Insurance - Life	265.00	265.00	44.20	178.75	86.25	67.45 %
410-2025-523003 Insurance - AD & D	24.00	24.00	4.08	16.50	7.50	68.75 %
410-2025-524000 Worker's Compensation	512.00	512.00	0.00	277.00	235.00	54.10 %
410-2025-526000 Long Term Disability Ins.	185.00	185.00	30.88	124.83	60.17	67.48 %
Category: 51 - Personal Services Total:	51,653.00	51,653.00	5,350.46	34,015.42	17,637.58	65.85 %
Category: 53 - Contractual Services						
410-2025-531500 Other Professional Serv	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
410-2025-534000 Other Contractual Serv	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
Category: 53 - Contractual Services Total:	42,500.00	42,500.00	0.00	0.00	42,500.00	0.00 %
Category: 71 - Operating Expenses						
410-2025-552100 Fuel	950.00	950.00	125.61	1,257.75	-307.75	132.39 %
410-2025-552500 Uniforms	400.00	400.00	0.00	0.00	400.00	0.00 %
410-2025-552700 Operating Supplies	1,500.00	1,500.00	0.00	1,540.81	-40.81	102.72 %
Category: 71 - Operating Expenses Total:	2,850.00	2,850.00	125.61	2,798.56	51.44	98.20 %
Category: 72 - Utilities						
410-2025-541000 Telephone	0.00	0.00	190.92	881.36	-881.36	0.00 %
Category: 72 - Utilities Total:	0.00	0.00	190.92	881.36	-881.36	0.00 %
Category: 73 - Insurance						
410-2025-545000 Insurance	4,810.00	4,810.00	0.00	2,406.00	2,404.00	50.02 %
Category: 73 - Insurance Total:	4,810.00	4,810.00	0.00	2,406.00	2,404.00	50.02 %
Category: 74 - Repairs and maintenance						
410-2025-546200 Maint.-Mach. & Equip.	6,000.00	6,000.00	35.99	5,147.30	852.70	85.79 %
410-2025-546500 Maint. - Vehicles	2,500.00	2,500.00	0.00	21.64	2,478.36	0.87 %
Category: 74 - Repairs and maintenance Total:	8,500.00	8,500.00	35.99	5,168.94	3,331.06	60.81 %
Category: 76 - Miscellaneous						
410-2025-542500 Safety	100.00	100.00	0.00	0.00	100.00	0.00 %
Category: 76 - Miscellaneous Total:	100.00	100.00	0.00	0.00	100.00	0.00 %
Category: 82 - Construction in progress						
410-2025-563011 AMI Project	0.00	0.00	5,881.44	23,401.24	-23,401.24	0.00 %
Category: 82 - Construction in progress Total:	0.00	0.00	5,881.44	23,401.24	-23,401.24	0.00 %
Category: 91 - Capital outlay						
410-2025-564000 Machinery & Equipment	0.00	0.00	0.00	1,299.72	-1,299.72	0.00 %
Category: 91 - Capital outlay Total:	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	11,584.42	69,971.24	40,441.76	63.37 %
Department : 2030 - Customer Records						
Category: 49 - Electricity Purchased						
410-2030-538000 Purchase For Resale	7,514,000.00	7,514,000.00	551,496.63	3,700,392.25	3,813,607.75	49.25 %
410-2030-538200 FMPA Costs	749,938.00	749,938.00	51,668.17	448,879.29	301,058.71	59.86 %
Category: 49 - Electricity Purchased Total:	8,263,938.00	8,263,938.00	603,164.80	4,149,271.54	4,114,666.46	50.21 %
Category: 51 - Personal Services						
410-2030-512000 Regular Salaries	337,022.00	337,022.00	39,488.07	239,650.19	97,371.81	71.11 %
410-2030-512005 Appreciation & 24 Hr.	4,203.00	4,203.00	0.00	0.00	4,203.00	0.00 %

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
410-2030-514000	Overtime Salaries	480.00	480.00	0.00	197.40	282.60	41.13 %
410-2030-521000	Taxes-FICA	26,140.00	26,140.00	3,030.97	18,388.73	7,751.27	70.35 %
410-2030-522000	Retirement Contribution	20,221.00	20,221.00	2,353.80	14,114.39	6,106.61	69.80 %
410-2030-522001	Frozen Defined Benefit	53,050.00	53,050.00	0.00	0.00	53,050.00	0.00 %
410-2030-522500	457 Match	10,111.00	10,111.00	1,176.90	6,568.84	3,542.16	64.97 %
410-2030-523000	Insurance-Health	46,995.00	46,995.00	2,845.21	23,457.58	23,537.42	49.92 %
410-2030-523001	Insurance - Dental	2,355.00	2,355.00	142.41	1,174.09	1,180.91	49.86 %
410-2030-523002	Insurance - Life	2,293.00	2,293.00	399.46	1,629.76	663.24	71.08 %
410-2030-523003	Insurance - AD & D	212.00	212.00	36.88	150.46	61.54	70.97 %
410-2030-524000	Worker's Compensation	529.00	529.00	0.00	281.00	248.00	53.12 %
410-2030-526000	Long Term Disability Ins.	1,854.00	1,854.00	308.50	1,256.39	597.61	67.77 %
Category: 51 - Personal Services Total:		505,465.00	505,465.00	49,782.20	306,868.83	198,596.17	60.71 %
Category: 53 - Contractual Services							
410-2030-531500	Other Professional Serv	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
410-2030-532000	Accounting & Auditing	25,900.00	25,900.00	0.00	1,850.00	24,050.00	7.14 %
410-2030-534000	Other Contractual Serv	70,000.00	70,000.00	260.00	18,319.12	51,680.88	26.17 %
410-2030-537700	001 Admin. Charges	130,606.00	130,606.00	0.00	65,302.00	65,304.00	50.00 %
Category: 53 - Contractual Services Total:		231,506.00	231,506.00	260.00	85,471.12	146,034.88	36.92 %
Category: 71 - Operating Expenses							
410-2030-542000	Postage & Freight	28,000.00	28,000.00	1,000.00	21,916.88	6,083.12	78.27 %
410-2030-544100	Rental & Lease - Equip.	3,000.00	3,000.00	0.00	932.59	2,067.41	31.09 %
410-2030-552100	Fuel	6,500.00	6,500.00	302.88	3,132.66	3,367.34	48.19 %
410-2030-552700	Operating Supplies	50,000.00	50,000.00	328.29	68,083.20	-18,083.20	136.17 %
Category: 71 - Operating Expenses Total:		87,500.00	87,500.00	1,631.17	94,065.33	-6,565.33	107.50 %
Category: 72 - Utilities							
410-2030-541000	Telephone	8,500.00	8,500.00	704.18	5,621.90	2,878.10	66.14 %
410-2030-543000	Utilities	1,500.00	1,500.00	47.95	454.63	1,045.37	30.31 %
Category: 72 - Utilities Total:		10,000.00	10,000.00	752.13	6,076.53	3,923.47	60.77 %
Category: 73 - Insurance							
410-2030-545000	Insurance	6,212.00	6,212.00	0.00	3,108.00	3,104.00	50.03 %
Category: 73 - Insurance Total:		6,212.00	6,212.00	0.00	3,108.00	3,104.00	50.03 %
Category: 74 - Repairs and maintenance							
410-2030-546000	Maintenance - Grounds	500.00	500.00	0.00	0.00	500.00	0.00 %
410-2030-546100	Maintenance - Buildings	5,000.00	5,000.00	21.00	7,046.12	-2,046.12	140.92 %
410-2030-546200	Maint.-Mach. & Equip.	5,000.00	5,000.00	226.51	2,112.02	2,887.98	42.24 %
410-2030-546500	Maint. - Vehicles	1,500.00	1,500.00	0.00	570.92	929.08	38.06 %
Category: 74 - Repairs and maintenance Total:		12,000.00	12,000.00	247.51	9,729.06	2,270.94	81.08 %
Category: 76 - Miscellaneous							
410-2030-540000	Travel & Per Diem	5,000.00	5,000.00	0.00	1,578.44	3,421.56	31.57 %
410-2030-540001	Vehicle Allowance	4,450.00	4,450.00	380.00	3,040.00	1,410.00	68.31 %
410-2030-540500	Registration/Trng Fees	3,000.00	3,000.00	0.00	2,340.00	660.00	78.00 %
410-2030-548000	Promotional Activities	20,000.00	20,000.00	118.00	21,052.87	-1,052.87	105.26 %
410-2030-554100	Dues & Memberships	18,000.00	18,000.00	0.00	16,672.00	1,328.00	92.62 %
Category: 76 - Miscellaneous Total:		50,450.00	50,450.00	498.00	44,683.31	5,766.69	88.57 %
Category: 91 - Capital outlay							
410-2030-563000	Improvements O/T Bldgs.	55,750.00	55,750.00	0.00	19,682.50	36,067.50	35.30 %
410-2030-564000	Machinery & Equipment	63,000.00	63,000.00	0.00	1,015.02	61,984.98	1.61 %
Category: 91 - Capital outlay Total:		118,750.00	118,750.00	0.00	20,697.52	98,052.48	17.43 %
Department : 2030 - Customer Records Total:		9,285,821.00	9,285,821.00	656,335.81	4,719,971.24	4,565,849.76	50.83 %
Department : 2045 - Miscellaneous Expenses							
Category: 53 - Contractual Services							
410-2045-531500	Other Professional Serv	15,000.00	15,000.00	0.00	3,800.00	11,200.00	25.33 %
Category: 53 - Contractual Services Total:		15,000.00	15,000.00	0.00	3,800.00	11,200.00	25.33 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 59 - Other Uses / Transfers						
410-2045-592000 Contingent Expenses	7,216,446.00	7,216,446.00	0.00	0.00	7,216,446.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	7,216,446.00	7,216,446.00	0.00	0.00	7,216,446.00	0.00 %
Category: 72 - Utilities						
410-2045-511100 Telecommunications	50,000.00	50,000.00	725.00	20,606.10	29,393.90	41.21 %
Category: 72 - Utilities Total:	50,000.00	50,000.00	725.00	20,606.10	29,393.90	41.21 %
Category: 76 - Miscellaneous						
410-2045-537300 Public Service Commission	1,500.00	1,500.00	0.00	731.49	768.51	48.77 %
Category: 76 - Miscellaneous Total:	1,500.00	1,500.00	0.00	731.49	768.51	48.77 %
Category: 77 - Bad Debts						
410-2045-537200 Bad Debts	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 77 - Bad Debts Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 88 - Principal Retirement						
410-2045-571000 Principal	81,449.00	81,449.00	0.00	81,448.95	0.05	100.00 %
Category: 88 - Principal Retirement Total:	81,449.00	81,449.00	0.00	81,448.95	0.05	100.00 %
Category: 89 - Interest						
410-2045-572000 Interest Expense	21,422.00	21,422.00	0.00	21,421.95	0.05	100.00 %
Category: 89 - Interest Total:	21,422.00	21,422.00	0.00	21,421.95	0.05	100.00 %
Category: 93 - Operating transfers - out						
410-2045-591000 Transfer To Other Funds	1,084,027.00	1,084,027.00	0.00	542,011.00	542,016.00	50.00 %
Category: 93 - Operating transfers - out Total:	1,084,027.00	1,084,027.00	0.00	542,011.00	542,016.00	50.00 %
Department : 2045 - Miscellaneous Expenses Total:	8,519,844.00	8,519,844.00	725.00	670,019.49	7,849,824.51	7.86 %
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	423,886.87	1,326,927.66	1,326,927.66	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
Category: 32 - Licenses and Permits						
420-325100 North Side Sewer Assessments	63,124.00	63,124.00	3,329.19	73,917.79	10,793.79	117.10 %
420-325101 South Side Sewer Assessments	18,209.00	18,209.00	0.00	0.00	-18,209.00	0.00 %
Category: 32 - Licenses and Permits Total:	81,333.00	81,333.00	3,329.19	73,917.79	-7,415.21	90.88 %
Category: 33 - Intergovernmental Revenue						
420-331500 Federal - Disaster Relief	0.00	0.00	3,112.90	17,988.60	17,988.60	0.00 %
420-334510 State - Disaster Relief	0.00	0.00	172.94	172.94	172.94	0.00 %
420-334812 DEP LPA0266	0.00	3,866,874.00	33,138.40	33,138.40	-3,833,735.60	0.86 %
Category: 33 - Intergovernmental Revenue Total:	0.00	3,866,874.00	36,424.24	51,299.94	-3,815,574.06	1.33 %
Category: 34 - Charges for Services						
420-343610 Water Sales - Res.	1,297,832.00	1,297,832.00	111,498.17	814,199.35	-483,632.65	62.74 %
420-343611 Water Sales - Comm.	567,465.00	567,465.00	48,949.69	384,161.67	-183,303.33	67.70 %
420-343612 Water Sales-South Shore	769,751.00	769,751.00	66,394.62	515,882.43	-253,868.57	67.02 %
420-343615 Water Taps	5,800.00	5,800.00	0.00	2,600.00	-3,200.00	44.83 %
420-343630 Sewer Collection Fees	1,291,855.00	1,291,855.00	90,722.07	666,331.47	-625,523.53	51.58 %
420-343631 Commercial Sewer Fees	714,114.00	714,114.00	46,935.64	368,420.30	-345,693.70	51.59 %
Category: 34 - Charges for Services Total:	4,646,817.00	4,646,817.00	364,500.19	2,751,595.22	-1,895,221.78	59.21 %
Category: 36 - Misc. Revenue						
420-361000 Interest Earned	20,000.00	20,000.00	18,151.61	143,485.57	123,485.57	717.43 %
420-362200 Hay Lease	16,900.00	16,900.00	0.00	7,983.80	-8,916.20	47.24 %
420-365100 Sale of Scraps	0.00	0.00	4,688.40	4,903.40	4,903.40	0.00 %
420-369900 Misc. Income	0.00	0.00	0.00	-16,188.46	-16,188.46	0.00 %
Category: 36 - Misc. Revenue Total:	36,900.00	36,900.00	22,840.01	140,184.31	103,284.31	379.90 %
Category: 38 - Non-operating Sources (Uses)						
420-382300 Transfer Reserves	1,164,000.00	1,164,000.00	0.00	0.00	-1,164,000.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	1,164,000.00	1,164,000.00	0.00	0.00	-1,164,000.00	0.00 %
Department : 3005 - Water Treatment Plant						
Category: 51 - Personal Services						
420-3005-512000 Regular Salaries	196,466.00	196,466.00	18,624.00	99,326.79	97,139.21	50.56 %
420-3005-512005 Appreciation & 24 Hr.	2,307.00	2,307.00	0.00	0.00	2,307.00	0.00 %
420-3005-514000 Overtime Salaries	19,149.00	19,149.00	5,544.05	32,365.22	-13,216.22	169.02 %
420-3005-521000 Taxes-FICA	16,671.00	16,671.00	1,823.61	9,868.85	6,802.15	59.20 %
420-3005-522000 Retirement Contribution	11,788.00	11,788.00	892.65	5,355.90	6,432.10	45.44 %
420-3005-522500 457 Match	5,894.00	5,894.00	446.34	2,678.04	3,215.96	45.44 %
420-3005-523000 Insurance-Health	41,976.00	41,976.00	2,782.00	16,773.46	25,202.54	39.96 %
420-3005-523001 Insurance - Dental	1,649.00	1,649.00	117.60	666.40	982.60	40.41 %
420-3005-523002 Insurance - Life	1,541.00	1,541.00	168.36	661.57	879.43	42.93 %
420-3005-523003 Insurance - AD & D	142.00	142.00	15.54	61.06	80.94	43.00 %
420-3005-524000 Worker's Compensation	7,366.00	7,366.00	0.00	3,910.00	3,456.00	53.08 %
420-3005-526000 Long Term Disability Ins.	1,081.00	1,081.00	118.20	464.48	616.52	42.97 %
Category: 51 - Personal Services Total:	306,030.00	306,030.00	30,532.35	172,131.77	133,898.23	56.25 %
Category: 53 - Contractual Services						
420-3005-531200 Engineering Services	20,000.00	20,000.00	0.00	4,419.50	15,580.50	22.10 %
420-3005-531500 Other Professional Serv	50,000.00	50,000.00	636.00	20,499.40	29,500.60	41.00 %
420-3005-534000 Other Contractual Serv	20,000.00	20,000.00	2,230.59	10,338.09	9,661.91	51.69 %
Category: 53 - Contractual Services Total:	90,000.00	90,000.00	2,866.59	35,256.99	54,743.01	39.17 %
Category: 59 - Other Uses / Transfers						
420-3005-591008 Pay to Reserves-Deep Injection Well...	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Category: 71 - Operating Expenses						
420-3005-552100 Fuel	7,000.00	7,000.00	199.06	1,433.96	5,566.04	20.49 %
420-3005-552300 Chemicals	120,000.00	120,000.00	21,838.25	148,410.59	-28,410.59	123.68 %
420-3005-552500 Uniforms	1,500.00	1,500.00	63.65	575.12	924.88	38.34 %
420-3005-552700 Operating Supplies	20,200.00	20,200.00	0.00	2,308.57	17,891.43	11.43 %

Budget Report

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	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 71 - Operating Expenses Total:	148,700.00	148,700.00	22,100.96	152,728.24	-4,028.24	102.71 %
Category: 72 - Utilities						
420-3005-541000 Telephone	2,000.00	2,000.00	84.67	1,234.30	765.70	61.72 %
420-3005-543000 Utilities	400,000.00	400,000.00	29,519.20	209,154.89	190,845.11	52.29 %
Category: 72 - Utilities Total:	402,000.00	402,000.00	29,603.87	210,389.19	191,610.81	52.34 %
Category: 73 - Insurance						
420-3005-545000 Insurance	18,354.00	18,354.00	0.00	9,180.00	9,174.00	50.02 %
Category: 73 - Insurance Total:	18,354.00	18,354.00	0.00	9,180.00	9,174.00	50.02 %
Category: 74 - Repairs and maintenance						
420-3005-546000 Maintenance - Grounds	500.00	500.00	155.40	155.40	344.60	31.08 %
420-3005-546100 Maintenance - Buildings	28,927.00	28,927.00	0.00	10,835.59	18,091.41	37.46 %
420-3005-546200 Maint.-Mach. & Equip.	60,000.00	60,000.00	556.83	43,333.69	16,666.31	72.22 %
420-3005-546500 Maint. - Vehicles	1,500.00	1,500.00	0.00	15.24	1,484.76	1.02 %
420-3005-546700 Main. & Repair - RO Water Plant	50,000.00	50,000.00	0.00	55,172.84	-5,172.84	110.35 %
Category: 74 - Repairs and maintenance Total:	140,927.00	140,927.00	712.23	109,512.76	31,414.24	77.71 %
Category: 76 - Miscellaneous						
420-3005-540000 Travel & Per Diem	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00 %
420-3005-540500 Registration/Trng Fees	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 76 - Miscellaneous Total:	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00 %
Category: 88 - Principal Retirement						
420-3005-571000 Principal	301,000.00	301,000.00	27,364.00	218,908.00	82,092.00	72.73 %
Category: 88 - Principal Retirement Total:	301,000.00	301,000.00	27,364.00	218,908.00	82,092.00	72.73 %
Category: 89 - Interest						
420-3005-572000 Interest Expense	463,073.00	463,073.00	42,098.00	336,779.00	126,294.00	72.73 %
Category: 89 - Interest Total:	463,073.00	463,073.00	42,098.00	336,779.00	126,294.00	72.73 %
Category: 91 - Capital outlay						
420-3005-563000 Improvements O/T Bldgs.	164,250.00	164,250.00	0.00	0.00	164,250.00	0.00 %
420-3005-564000 Machinery & Equipment	127,500.00	127,500.00	0.00	5,078.70	122,421.30	3.98 %
Category: 91 - Capital outlay Total:	291,750.00	291,750.00	0.00	5,078.70	286,671.30	1.74 %
Department : 3005 - Water Treatment Plant Total:	2,173,534.00	2,173,534.00	155,278.00	1,249,964.65	923,569.35	57.51 %
Department : 3010 - Trans / Distribution						
Category: 51 - Personal Services						
420-3010-512000 Regular Salaries	51,833.00	51,833.00	6,313.47	37,835.97	13,997.03	73.00 %
420-3010-512005 Appreciation & 24 Hr.	990.00	990.00	0.00	0.00	990.00	0.00 %
420-3010-514000 Overtime Salaries	6,558.00	6,558.00	6,108.07	26,968.72	-20,410.72	411.23 %
420-3010-521000 Taxes-FICA	4,543.00	4,543.00	942.01	4,903.15	-360.15	107.93 %
420-3010-522000 Retirement Contribution	2,933.00	2,933.00	508.48	2,622.91	310.09	89.43 %
420-3010-522500 457 Match	1,467.00	1,467.00	237.66	1,244.86	222.14	84.86 %
420-3010-523000 Insurance-Health	20,302.00	20,302.00	1,721.26	11,583.31	8,718.69	57.06 %
420-3010-523001 Insurance - Dental	707.00	707.00	81.66	551.95	155.05	78.07 %
420-3010-523002 Insurance - Life	386.00	386.00	66.32	256.18	129.82	66.37 %
420-3010-523003 Insurance - AD & D	36.00	36.00	6.12	23.64	12.36	65.67 %
420-3010-524000 Worker's Compensation	1,995.00	1,995.00	0.00	1,071.00	924.00	53.68 %
420-3010-526000 Long Term Disability Ins.	269.00	269.00	46.62	180.14	88.86	66.97 %
Category: 51 - Personal Services Total:	92,019.00	92,019.00	16,031.67	87,241.83	4,777.17	94.81 %
Category: 53 - Contractual Services						
420-3010-531200 Engineering Services	5,000.00	5,000.00	0.00	2,255.74	2,744.26	45.11 %
420-3010-534000 Other Contractual Serv	5,000.00	5,000.00	0.00	1,745.00	3,255.00	34.90 %
Category: 53 - Contractual Services Total:	10,000.00	10,000.00	0.00	4,000.74	5,999.26	40.01 %
Category: 54 - Transportation						
420-3010-540500 Registration/Trng Fees	0.00	0.00	285.00	285.00	-285.00	0.00 %
Category: 54 - Transportation Total:	0.00	0.00	285.00	285.00	-285.00	0.00 %
Category: 71 - Operating Expenses						
420-3010-552100 Fuel	8,700.00	8,700.00	412.39	4,517.36	4,182.64	51.92 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
420-3010-552500	Uniforms	1,200.00	1,200.00	37.74	222.71	977.29	18.56 %
420-3010-552700	Operating Supplies	10,000.00	10,000.00	1,026.89	17,596.40	-7,596.40	175.96 %
Category: 71 - Operating Expenses Total:		19,900.00	19,900.00	1,477.02	22,336.47	-2,436.47	112.24 %
Category: 72 - Utilities							
420-3010-541000	Telephone	600.00	600.00	0.00	0.00	600.00	0.00 %
Category: 72 - Utilities Total:		600.00	600.00	0.00	0.00	600.00	0.00 %
Category: 73 - Insurance							
420-3010-545000	Insurance	19,183.00	19,183.00	0.00	9,594.00	9,589.00	50.01 %
Category: 73 - Insurance Total:		19,183.00	19,183.00	0.00	9,594.00	9,589.00	50.01 %
Category: 74 - Repairs and maintenance							
420-3010-546100	Maintenance - Buildings	500.00	500.00	0.00	0.00	500.00	0.00 %
420-3010-546200	Maint.-Mach. & Equip.	17,000.00	17,000.00	0.00	15,486.67	1,513.33	91.10 %
420-3010-546500	Maint. - Vehicles	8,000.00	8,000.00	2,157.98	7,127.28	872.72	89.09 %
420-3010-546800	Maint.-Water Dist. Sys.	60,000.00	60,000.00	23,954.04	93,774.84	-33,774.84	156.29 %
Category: 74 - Repairs and maintenance Total:		85,500.00	85,500.00	26,112.02	116,388.79	-30,888.79	136.13 %
Category: 76 - Miscellaneous							
420-3010-542500	Safety	250.00	250.00	0.00	3,935.61	-3,685.61	1,574.24 %
Category: 76 - Miscellaneous Total:		250.00	250.00	0.00	3,935.61	-3,685.61	1,574.24 %
Category: 82 - Construction in progress							
420-3010-563500	Mains & Lines	25,000.00	25,000.00	0.00	7,560.00	17,440.00	30.24 %
Category: 82 - Construction in progress Total:		25,000.00	25,000.00	0.00	7,560.00	17,440.00	30.24 %
Category: 91 - Capital outlay							
420-3010-564000	Machinery & Equipment	100,000.00	100,000.00	48,644.00	57,497.00	42,503.00	57.50 %
Category: 91 - Capital outlay Total:		100,000.00	100,000.00	48,644.00	57,497.00	42,503.00	57.50 %
Category: 92 - Capital contributions							
420-3010-594000	Impact Fees	0.00	0.00	0.00	-6,345.00	6,345.00	0.00 %
Category: 92 - Capital contributions Total:		0.00	0.00	0.00	-6,345.00	6,345.00	0.00 %
Department : 3010 - Trans / Distribution Total:		352,452.00	352,452.00	92,549.71	302,494.44	49,957.56	85.83 %
Department : 3012 - Airglades Water Main Extension							
Category: 82 - Construction in progress							
420-3012-531200	Engineering Services	0.00	0.00	0.00	33,138.40	-33,138.40	0.00 %
420-3012-563500	Mains & Lines	0.00	3,866,874.00	0.00	88,546.00	3,778,328.00	2.29 %
Category: 82 - Construction in progress Total:		0.00	3,866,874.00	0.00	121,684.40	3,745,189.60	3.15 %
Department : 3012 - Airglades Water Main Extension Total:		0.00	3,866,874.00	0.00	121,684.40	3,745,189.60	3.15 %
Department : 3025 - Water Meter Reading							
Category: 51 - Personal Services							
420-3025-512000	Regular Salaries	33,696.00	33,696.00	4,036.80	24,695.54	9,000.46	73.29 %
420-3025-512005	Appreciation & 24 Hr.	601.00	601.00	0.00	0.00	601.00	0.00 %
420-3025-514000	Overtime Salaries	778.00	778.00	0.00	201.84	576.16	25.94 %
420-3025-521000	Taxes-FICA	2,683.00	2,683.00	307.96	1,897.15	785.85	70.71 %
420-3025-522000	Retirement Contribution	2,022.00	2,022.00	242.22	1,417.12	604.88	70.09 %
420-3025-522500	457 Match	1,011.00	1,011.00	80.73	472.35	538.65	46.72 %
420-3025-523000	Insurance-Health	9,399.00	9,399.00	783.22	6,188.63	3,210.37	65.84 %
420-3025-523001	Insurance - Dental	471.00	471.00	39.20	309.74	161.26	65.76 %
420-3025-523002	Insurance - Life	265.00	265.00	48.10	182.65	82.35	68.92 %
420-3025-523003	Insurance - AD & D	24.00	24.00	4.44	16.86	7.14	70.25 %
420-3025-524000	Worker's Compensation	1,178.00	1,178.00	0.00	663.00	515.00	56.28 %
420-3025-526000	Long Term Disability Ins.	185.00	185.00	34.48	128.43	56.57	69.42 %
Category: 51 - Personal Services Total:		52,313.00	52,313.00	5,577.15	36,173.31	16,139.69	69.15 %
Category: 53 - Contractual Services							
420-3025-534000	Other Contractual Serv	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
Category: 53 - Contractual Services Total:		38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
Category: 71 - Operating Expenses							
420-3025-552100	Fuel	950.00	950.00	0.00	0.00	950.00	0.00 %

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420-3025-552500	Uniforms	500.00	500.00	0.00	0.00	500.00	0.00 %
420-3025-552700	Operating Supplies	150.00	150.00	0.00	1,363.35	-1,213.35	908.90 %
Category: 71 - Operating Expenses Total:		1,600.00	1,600.00	0.00	1,363.35	236.65	85.21 %
Category: 72 - Utilities							
420-3025-541000	Telephone	0.00	0.00	97.96	522.48	-522.48	0.00 %
Category: 72 - Utilities Total:		0.00	0.00	97.96	522.48	-522.48	0.00 %
Category: 73 - Insurance							
420-3025-545000	Insurance	1,897.00	1,897.00	0.00	948.00	949.00	49.97 %
Category: 73 - Insurance Total:		1,897.00	1,897.00	0.00	948.00	949.00	49.97 %
Category: 74 - Repairs and maintenance							
420-3025-546200	Maint.-Mach. & Equip.	3,000.00	3,000.00	0.00	45.78	2,954.22	1.53 %
Category: 74 - Repairs and maintenance Total:		3,000.00	3,000.00	0.00	45.78	2,954.22	1.53 %
Category: 82 - Construction in progress							
420-3025-563011	AMI Project	0.00	0.00	11,298.60	119,141.38	-119,141.38	0.00 %
Category: 82 - Construction in progress Total:		0.00	0.00	11,298.60	119,141.38	-119,141.38	0.00 %
Category: 91 - Capital outlay							
420-3025-564000	Machinery & Equipment	0.00	0.00	0.00	2,582.74	-2,582.74	0.00 %
Category: 91 - Capital outlay Total:		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	16,973.71	160,777.04	-63,467.04	165.22 %
Department : 3042 - Water / Sewer Administ.							
Category: 51 - Personal Services							
420-3042-512000	Regular Salaries	129,121.00	129,121.00	14,898.60	89,458.04	39,662.96	69.28 %
420-3042-512005	Appreciation & 24 Hr.	1,825.00	1,825.00	0.00	0.00	1,825.00	0.00 %
420-3042-514000	Overtime Salaries	1,260.00	1,260.00	0.00	197.40	1,062.60	15.67 %
420-3042-521000	Taxes-FICA	10,114.00	10,114.00	1,138.21	6,839.89	3,274.11	67.63 %
420-3042-522000	Retirement Contribution	7,747.00	7,747.00	878.40	5,223.01	2,523.99	67.42 %
420-3042-522001	Frozen Defined Benefit	28,936.00	28,936.00	0.00	0.00	28,936.00	0.00 %
420-3042-522500	457 Match	3,874.00	3,874.00	404.81	2,242.32	1,631.68	57.88 %
420-3042-523000	Insurance-Health	25,848.00	25,848.00	1,276.84	10,038.04	15,809.96	38.83 %
420-3042-523001	Insurance - Dental	1,296.00	1,296.00	103.09	815.90	480.10	62.96 %
420-3042-523002	Insurance - Life	1,018.00	1,018.00	171.92	685.97	332.03	67.38 %
420-3042-523003	Insurance - AD & D	94.00	94.00	15.86	63.29	30.71	67.33 %
420-3042-524000	Worker's Compensation	204.00	204.00	0.00	109.00	95.00	53.43 %
420-3042-526000	Long Term Disability Ins.	710.00	710.00	120.94	482.66	227.34	67.98 %
Category: 51 - Personal Services Total:		212,047.00	212,047.00	19,008.67	116,155.52	95,891.48	54.78 %
Category: 53 - Contractual Services							
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	900.00	11,700.00	7.14 %
420-3042-534000	Other Contractual Serv	1,500.00	1,500.00	0.00	907.48	592.52	60.50 %
420-3042-537700	001 Admin. Charges	143,933.00	143,933.00	0.00	71,969.00	71,964.00	50.00 %
420-3042-537701	410 Admin. Charges	66,268.00	66,268.00	0.00	33,136.00	33,132.00	50.00 %
Category: 53 - Contractual Services Total:		224,301.00	224,301.00	0.00	110,822.48	113,478.52	49.41 %
Category: 59 - Other Uses / Transfers							
420-3042-591000	Transfer To Other Funds	371,281.00	371,281.00	0.00	185,641.00	185,640.00	50.00 %
420-3042-592000	Contingent Expenses	610,682.00	610,682.00	0.00	0.00	610,682.00	0.00 %
Category: 59 - Other Uses / Transfers Total:		981,963.00	981,963.00	0.00	185,641.00	796,322.00	18.91 %
Category: 71 - Operating Expenses							
420-3042-552700	Operating Supplies	14,000.00	14,000.00	1,639.33	25,947.81	-11,947.81	185.34 %
Category: 71 - Operating Expenses Total:		14,000.00	14,000.00	1,639.33	25,947.81	-11,947.81	185.34 %
Category: 74 - Repairs and maintenance							
420-3042-546200	Maint.-Mach. & Equip.	200.00	200.00	0.00	0.00	200.00	0.00 %
Category: 74 - Repairs and maintenance Total:		200.00	200.00	0.00	0.00	200.00	0.00 %
Category: 76 - Miscellaneous							
420-3042-531000	DEP Fees	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %

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420-3042-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
420-3042-540500	Registration/Trng Fees	1,500.00	1,500.00	0.00	645.00	855.00	43.00 %
420-3042-542600	Water Testing-Public Education	500.00	500.00	0.00	100.00	400.00	20.00 %
420-3042-554100	Dues & Memberships	1,200.00	1,200.00	0.00	430.00	770.00	35.83 %
420-3042-554200	Subscript. & Publications	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 76 - Miscellaneous Total:		6,700.00	6,700.00	0.00	1,175.00	5,525.00	17.54 %
Category: 77 - Bad Debts							
420-3042-537200	Bad Debts	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 77 - Bad Debts Total:		15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department : 3042 - Water / Sewer Administ. Total:		1,454,211.00	1,454,211.00	20,648.00	439,741.81	1,014,469.19	30.24 %
Department : 3052 - Sewer Treatment Plant							
Category: 51 - Personal Services							
420-3052-512000	Regular Salaries	172,234.00	172,234.00	15,828.00	85,904.79	86,329.21	49.88 %
420-3052-512005	Appreciation & 24 Hr.	2,093.00	2,093.00	0.00	0.00	2,093.00	0.00 %
420-3052-514000	Overtime Salaries	21,631.00	21,631.00	2,817.00	17,673.54	3,957.46	81.70 %
420-3052-521000	Taxes-FICA	14,991.00	14,991.00	1,311.42	6,993.86	7,997.14	46.65 %
420-3052-522000	Retirement Contribution	10,334.00	10,334.00	949.68	4,574.13	5,759.87	44.26 %
420-3052-522500	457 Match	5,167.00	5,167.00	316.74	1,419.48	3,747.52	27.47 %
420-3052-523000	Insurance-Health	61,600.00	61,600.00	4,417.34	31,422.62	30,177.38	51.01 %
420-3052-523001	Insurance - Dental	1,649.00	1,649.00	117.60	744.80	904.20	45.17 %
420-3052-523002	Insurance - Life	1,353.00	1,353.00	179.42	597.24	755.76	44.14 %
420-3052-523003	Insurance - AD & D	125.00	125.00	16.56	55.13	69.87	44.10 %
420-3052-524000	Worker's Compensation	4,465.00	4,465.00	0.00	2,369.00	2,096.00	53.06 %
420-3052-526000	Long Term Disability Ins.	947.00	947.00	125.74	418.12	528.88	44.15 %
Category: 51 - Personal Services Total:		296,589.00	296,589.00	26,079.50	152,172.71	144,416.29	51.31 %
Category: 53 - Contractual Services							
420-3052-531000	DEP Fees	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
420-3052-531200	Engineering Services	55,000.00	55,000.00	15,265.00	16,345.00	38,655.00	29.72 %
420-3052-531500	Other Professional Serv	50,000.00	50,000.00	866.70	23,982.15	26,017.85	47.96 %
420-3052-534000	Other Contractual Serv	85,000.00	85,000.00	0.00	14,118.25	70,881.75	16.61 %
420-3052-551800	Sludge Disposal	100,000.00	100,000.00	39,900.00	98,400.00	1,600.00	98.40 %
Category: 53 - Contractual Services Total:		295,000.00	295,000.00	56,031.70	152,845.40	142,154.60	51.81 %
Category: 71 - Operating Expenses							
420-3052-552100	Fuel	8,000.00	8,000.00	1,091.56	9,807.69	-1,807.69	122.60 %
420-3052-552300	Chemicals	40,000.00	40,000.00	-1,552.65	48,087.60	-8,087.60	120.22 %
420-3052-552500	Uniforms	1,500.00	1,500.00	525.77	1,174.27	325.73	78.28 %
420-3052-552700	Operating Supplies	18,000.00	18,000.00	315.47	10,527.68	7,472.32	58.49 %
Category: 71 - Operating Expenses Total:		67,500.00	67,500.00	380.15	69,597.24	-2,097.24	103.11 %
Category: 72 - Utilities							
420-3052-541000	Telephone	2,500.00	2,500.00	221.66	1,733.46	766.54	69.34 %
420-3052-543000	Utilities	111,000.00	111,000.00	14,035.43	105,726.60	5,273.40	95.25 %
Category: 72 - Utilities Total:		113,500.00	113,500.00	14,257.09	107,460.06	6,039.94	94.68 %
Category: 73 - Insurance							
420-3052-545000	Insurance	15,516.00	15,516.00	0.00	7,758.00	7,758.00	50.00 %
Category: 73 - Insurance Total:		15,516.00	15,516.00	0.00	7,758.00	7,758.00	50.00 %
Category: 74 - Repairs and maintenance							
420-3052-546100	Maintenance - Buildings	4,000.00	4,000.00	31.00	4,242.01	-242.01	106.05 %
420-3052-546200	Maint.-Mach. & Equip.	130,000.00	130,000.00	8,500.00	218,783.31	-88,783.31	168.29 %
420-3052-546500	Maint. - Vehicles	6,000.00	6,000.00	0.00	110.91	5,889.09	1.85 %
Category: 74 - Repairs and maintenance Total:		140,000.00	140,000.00	8,531.00	223,136.23	-83,136.23	159.38 %
Category: 76 - Miscellaneous							
420-3052-540000	Travel & Per Diem	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
420-3052-540500	Registration/Trng Fees	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
420-3052-542500	Safety	300.00	300.00	0.00	25.17	274.83	8.39 %
Category: 76 - Miscellaneous Total:		2,300.00	2,300.00	0.00	25.17	2,274.83	1.09 %

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Category: 82 - Construction in progress						
420-3052-563000 Improvements O/T Bldgs.	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
Category: 82 - Construction in progress Total:	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
Category: 91 - Capital outlay						
420-3052-564000 Machinery & Equipment	58,000.00	58,000.00	0.00	19,235.50	38,764.50	33.16 %
Category: 91 - Capital outlay Total:	58,000.00	58,000.00	0.00	19,235.50	38,764.50	33.16 %
Department : 3052 - Sewer Treatment Plant Total:	1,014,405.00	1,014,405.00	105,279.44	732,230.31	282,174.69	72.18 %
Department : 3062 - Sewer Trans / Collection						
Category: 51 - Personal Services						
420-3062-512000 Regular Salaries	90,240.00	90,240.00	10,502.40	64,089.35	26,150.65	71.02 %
420-3062-512005 Appreciation & 24 Hr.	1,631.00	1,631.00	0.00	0.00	1,631.00	0.00 %
420-3062-514000 Overtime Salaries	11,592.00	11,592.00	2,057.32	25,438.81	-13,846.81	219.45 %
420-3062-521000 Taxes-FICA	7,915.00	7,915.00	955.35	6,757.83	1,157.17	85.38 %
420-3062-522000 Retirement Contribution	5,230.00	5,230.00	573.17	3,899.88	1,330.12	74.57 %
420-3062-522500 457 Match	2,615.00	2,615.00	177.42	1,258.09	1,356.91	48.11 %
420-3062-523000 Insurance-Health	29,701.00	29,701.00	1,724.03	16,932.11	12,768.89	57.01 %
420-3062-523001 Insurance - Dental	1,178.00	1,178.00	83.69	793.70	384.30	67.38 %
420-3062-523002 Insurance - Life	683.00	683.00	113.76	447.90	235.10	65.58 %
420-3062-523003 Insurance - AD & D	63.00	63.00	10.50	41.34	21.66	65.62 %
420-3062-524000 Worker's Compensation	2,346.00	2,346.00	0.00	1,299.00	1,047.00	55.37 %
420-3062-526000 Long Term Disability Ins.	479.00	479.00	79.90	314.80	164.20	65.72 %
Category: 51 - Personal Services Total:	153,673.00	153,673.00	16,277.54	121,272.81	32,400.19	78.92 %
Category: 53 - Contractual Services						
420-3062-531200 Engineering Services	15,000.00	15,000.00	0.00	3,416.38	11,583.62	22.78 %
420-3062-534000 Other Contractual Serv	9,000.00	9,000.00	0.00	3,807.84	5,192.16	42.31 %
Category: 53 - Contractual Services Total:	24,000.00	24,000.00	0.00	7,224.22	16,775.78	30.10 %
Category: 71 - Operating Expenses						
420-3062-552100 Fuel	12,000.00	12,000.00	419.91	3,330.01	8,669.99	27.75 %
420-3062-552500 Uniforms	1,000.00	1,000.00	54.50	370.60	629.40	37.06 %
420-3062-552700 Operating Supplies	8,000.00	8,000.00	945.70	3,461.11	4,538.89	43.26 %
Category: 71 - Operating Expenses Total:	21,000.00	21,000.00	1,420.11	7,161.72	13,838.28	34.10 %
Category: 72 - Utilities						
420-3062-541000 Telephone	2,500.00	2,500.00	112.54	1,070.69	1,429.31	42.83 %
420-3062-543000 Utilities	100,000.00	100,000.00	6,347.88	68,990.78	31,009.22	68.99 %
Category: 72 - Utilities Total:	102,500.00	102,500.00	6,460.42	70,061.47	32,438.53	68.35 %
Category: 73 - Insurance						
420-3062-545000 Insurance	9,506.00	9,506.00	0.00	4,752.00	4,754.00	49.99 %
Category: 73 - Insurance Total:	9,506.00	9,506.00	0.00	4,752.00	4,754.00	49.99 %
Category: 74 - Repairs and maintenance						
420-3062-546200 Maint.-Mach. & Equip.	70,000.00	70,000.00	539.61	16,699.13	53,300.87	23.86 %
420-3062-546500 Maint. - Vehicles	10,000.00	10,000.00	0.00	887.56	9,112.44	8.88 %
420-3062-546900 Maint.- Sewer Coll. System	100,000.00	100,000.00	4,529.99	165,632.33	-65,632.33	165.63 %
Category: 74 - Repairs and maintenance Total:	180,000.00	180,000.00	5,069.60	183,219.02	-3,219.02	101.79 %
Category: 76 - Miscellaneous						
420-3062-542500 Safety	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 76 - Miscellaneous Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 91 - Capital outlay						
420-3062-563000 Improvements O/T Bldgs.	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
420-3062-564000 Machinery & Equipment	190,234.00	190,234.00	48,445.00	48,923.00	141,311.00	25.72 %
Category: 91 - Capital outlay Total:	195,234.00	195,234.00	48,445.00	48,923.00	146,311.00	25.06 %
Category: 92 - Capital contributions						
420-3062-594000 Impact Fees	0.00	0.00	0.00	-3,360.00	3,360.00	0.00 %
Category: 92 - Capital contributions Total:	0.00	0.00	0.00	-3,360.00	3,360.00	0.00 %
Department : 3062 - Sewer Trans / Collection Total:	686,413.00	686,413.00	77,672.67	439,254.24	247,158.76	63.99 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 3063 - N. Sewer Project						
Category: 88 - Principal Retirement						
420-3063-571000 Principal	55,875.00	55,875.00	0.00	55,874.79	0.21	100.00 %
Category: 88 - Principal Retirement Total:	55,875.00	55,875.00	0.00	55,874.79	0.21	100.00 %
Category: 89 - Interest						
420-3063-572000 Interest Expense	6,005.00	6,005.00	0.00	6,004.67	0.33	99.99 %
Category: 89 - Interest Total:	6,005.00	6,005.00	0.00	6,004.67	0.33	99.99 %
Department : 3063 - N. Sewer Project Total:	61,880.00	61,880.00	0.00	61,879.46	0.54	100.00 %
Department : 3066 - Inflow & Infiltration						
Category: 82 - Construction in progress						
420-3066-563507 Phase III - I & I	0.00	0.00	0.00	262,058.33	-262,058.33	0.00 %
Category: 82 - Construction in progress Total:	0.00	0.00	0.00	262,058.33	-262,058.33	0.00 %
Department : 3066 - Inflow & Infiltration Total:	0.00	0.00	0.00	262,058.33	-262,058.33	0.00 %
Department : 3080 - Debt Service						
Category: 88 - Principal Retirement						
420-3080-571000 Principal - SRF 260410	21,352.00	21,352.00	0.00	10,675.80	10,676.20	50.00 %
420-3080-571002 Principal - SRF 260420	9,969.00	9,969.00	0.00	9,968.88	0.12	100.00 %
420-3080-571004 Principal - SRF 260421	22,435.00	22,435.00	0.00	11,217.18	11,217.82	50.00 %
420-3080-571005 Principal - SRF 260440	32,506.00	32,506.00	0.00	0.00	32,506.00	0.00 %
Category: 88 - Principal Retirement Total:	86,262.00	86,262.00	0.00	31,861.86	54,400.14	36.94 %
Category: 89 - Interest						
420-3080-572002 Interest - SRF 260420	2,583.00	2,583.00	0.00	2,582.36	0.64	99.98 %
Category: 89 - Interest Total:	2,583.00	2,583.00	0.00	2,582.36	0.64	99.98 %
Department : 3080 - Debt Service Total:	88,845.00	88,845.00	0.00	34,444.22	54,400.78	38.77 %
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	-41,307.90	-787,531.64	-787,531.64	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
Category: 34 - Charges for Services						
430-343410 Garbage Collect. - Res	966,055.00	966,055.00	80,540.24	642,693.96	-323,361.04	66.53 %
430-343411 Garbage Collect.-Comm.	1,072,497.00	1,072,497.00	87,114.93	716,514.38	-355,982.62	66.81 %
430-343413 GC - Res. Special Pick-Up	4,000.00	4,000.00	3,130.00	17,175.00	13,175.00	429.38 %
430-343414 GC - Commercial Spec	4,000.00	4,000.00	1,035.00	4,515.00	515.00	112.88 %
430-343415 Garbage Collection - Misc.	902.00	902.00	0.00	0.00	-902.00	0.00 %
Category: 34 - Charges for Services Total:	2,047,454.00	2,047,454.00	171,820.17	1,380,898.34	-666,555.66	67.44 %
Category: 36 - Misc. Revenue						
430-361000 Interest Earned	300.00	300.00	21.05	165.46	-134.54	55.15 %
430-365200 Sale of Equipment	0.00	0.00	0.00	36,018.00	36,018.00	0.00 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	21.05	36,183.46	35,883.46	12,061.15 %
Category: 38 - Non-operating Sources (Uses)						
430-382301 Transfer-Solid Waste Reserves	582,847.00	582,847.00	0.00	0.00	-582,847.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	582,847.00	582,847.00	0.00	0.00	-582,847.00	0.00 %
Department : 7072 - Solid Waste						
Category: 51 - Personal Services						
430-7072-512000 Regular Salaries	236,889.00	236,889.00	27,402.70	166,342.99	70,546.01	70.22 %
430-7072-512005 Appreciation & 24 Hr.	3,822.00	3,822.00	0.00	0.00	3,822.00	0.00 %
430-7072-514000 Overtime Salaries	10,900.00	10,900.00	3,721.83	24,464.95	-13,564.95	224.45 %
430-7072-521000 Taxes-FICA	19,248.00	19,248.00	2,308.62	14,002.68	5,245.32	72.75 %
430-7072-522000 Retirement Contribution	14,213.00	14,213.00	1,623.36	9,711.58	4,501.42	68.33 %
430-7072-522001 Frozen Defined Benefit	12,058.00	12,058.00	0.00	0.00	12,058.00	0.00 %
430-7072-522500 457 Match	7,107.00	7,107.00	635.82	3,802.01	3,304.99	53.50 %
430-7072-523000 Insurance-Health	62,590.00	62,590.00	5,168.53	40,981.65	21,608.35	65.48 %
430-7072-523001 Insurance - Dental	2,592.00	2,592.00	216.70	1,721.78	870.22	66.43 %
430-7072-523002 Insurance - Life	1,794.00	1,794.00	303.08	1,225.38	568.62	68.30 %
430-7072-523003 Insurance - AD & D	166.00	166.00	27.96	113.06	52.94	68.11 %
430-7072-524000 Worker's Compensation	15,416.00	15,416.00	0.00	8,280.00	7,136.00	53.71 %
430-7072-526000 Long Term Disability Ins.	1,303.00	1,303.00	215.46	870.92	432.08	66.84 %
Category: 51 - Personal Services Total:	388,098.00	388,098.00	41,624.06	271,517.00	116,581.00	69.96 %
Category: 53 - Contractual Services						
430-7072-532000 Accounting & Auditing	3,500.00	3,500.00	0.00	250.00	3,250.00	7.14 %
430-7072-534000 Other Contractual Serv	1,500.00	1,500.00	210.00	703.85	796.15	46.92 %
Category: 53 - Contractual Services Total:	5,000.00	5,000.00	210.00	953.85	4,046.15	19.08 %
Category: 59 - Other Uses / Transfers						
430-7072-592000 Contingent Expenses	591,615.00	591,615.00	0.00	0.00	591,615.00	0.00 %
430-7072-592002 Pay to Capital Reserve	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	641,615.00	641,615.00	0.00	0.00	641,615.00	0.00 %
Category: 71 - Operating Expenses						
430-7072-537700 001 Admin. Charges	58,640.00	58,640.00	0.00	29,318.00	29,322.00	50.00 %
430-7072-537701 410 Admin. Charges	27,809.00	27,809.00	0.00	13,907.00	13,902.00	50.01 %
430-7072-542500 Safety	0.00	0.00	0.00	762.29	-762.29	0.00 %
430-7072-545000 Insurance	148,798.00	148,798.00	0.00	74,400.00	74,398.00	50.00 %
430-7072-546100 Maintenance - Buildings	1,000.00	1,000.00	0.00	59.92	940.08	5.99 %
430-7072-546200 Maint.-Mach. & Equip.	75,000.00	75,000.00	3,106.11	14,134.76	60,865.24	18.85 %
430-7072-546500 Maint. - Vehicles	55,000.00	55,000.00	4,630.75	51,546.99	3,453.01	93.72 %
430-7072-548000 Promotional Activities	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
430-7072-551900 Solid Waste Disposal	750,000.00	750,000.00	48,929.32	313,443.08	436,556.92	41.79 %
430-7072-552100 Fuel	70,000.00	70,000.00	5,356.26	47,827.55	22,172.45	68.33 %
430-7072-552500 Uniforms	4,000.00	4,000.00	115.58	1,394.66	2,605.34	34.87 %
430-7072-552700 Operating Supplies	10,403.00	10,403.00	0.00	20,884.13	-10,481.13	200.75 %
Category: 71 - Operating Expenses Total:	1,201,650.00	1,201,650.00	62,138.02	567,678.38	633,971.62	47.24 %
Category: 74 - Repairs and maintenance						
430-7072-544100 Rental & Lease - Equip.	0.00	0.00	8,000.00	8,000.00	-8,000.00	0.00 %
Category: 74 - Repairs and maintenance Total:	0.00	0.00	8,000.00	8,000.00	-8,000.00	0.00 %

Budget Report		For Fiscal: 2023 - 2024 Period Ending: 05/31/2024					
		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 88 - Principal Retirement							
430-7072-571000	Principal	82,218.00	82,218.00	0.00	82,217.32	0.68	100.00 %
	Category: 88 - Principal Retirement Total:	82,218.00	82,218.00	0.00	82,217.32	0.68	100.00 %
Category: 89 - Interest							
430-7072-572000	Interest Expense	38,436.00	38,436.00	0.00	38,435.30	0.70	100.00 %
	Category: 89 - Interest Total:	38,436.00	38,436.00	0.00	38,435.30	0.70	100.00 %
Category: 91 - Capital outlay							
430-7072-564000	Machinery & Equipment	110,500.00	110,500.00	0.00	18,705.24	91,794.76	16.93 %
	Category: 91 - Capital outlay Total:	110,500.00	110,500.00	0.00	18,705.24	91,794.76	16.93 %
Category: 93 - Operating transfers - out							
430-7072-591000	Transfer To Other Funds	163,084.00	163,084.00	0.00	81,544.00	81,540.00	50.00 %
	Category: 93 - Operating transfers - out Total:	163,084.00	163,084.00	0.00	81,544.00	81,540.00	50.00 %
	Department : 7072 - Solid Waste Total:	2,630,601.00	2,630,601.00	111,972.08	1,069,051.09	1,561,549.91	40.64 %
	Fund: 430 - SOLID WASTE Surplus (Deficit):	0.00	0.00	59,869.14	348,030.71	348,030.71	0.00 %
	Report Surplus (Deficit):	0.00	0.00	10,798.59	2,887,842.27	2,887,842.27	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
30 - Property taxes	2,223,942.00	2,223,942.00	38,893.53	2,132,334.22	-91,607.78	95.88 %
31 - Other taxes	2,277,422.00	2,277,422.00	257,081.55	1,343,182.03	-934,239.97	58.98 %
32 - Licenses and Permits	478,429.00	478,429.00	34,112.52	420,233.24	-58,195.76	87.84 %
33 - Intergovernmental Revenue	2,732,996.00	3,955,671.00	77,552.69	3,024,665.29	-931,005.71	76.46 %
34 - Charges for Services	1,557,381.00	1,557,381.00	73,897.60	936,231.70	-621,149.30	60.12 %
35 - Fines and Forfeitures	21,900.00	21,900.00	2,142.85	15,844.74	-6,055.26	72.35 %
36 - Misc. Revenue	439,138.00	439,138.00	22,377.77	338,324.05	-100,813.95	77.04 %
38 - Non-operating Sources (Uses)	1,219,740.00	1,219,740.00	27,981.34	1,227,981.34	8,241.34	100.68 %
39 - OTHER SOURCES (USES) - Operating Transfers in	1,618,392.00	1,618,392.00	0.00	809,196.00	-809,196.00	50.00 %
40 - CASH FORWARD	3,933,994.00	3,933,994.00	0.00	0.00	-3,933,994.00	0.00 %
Department : 1011 - City Commission						
10 - General government	316,004.00	316,004.00	11,550.54	115,393.67	200,610.33	36.52 %
88 - Principal Retirement	3,141.00	3,141.00	262.61	2,054.27	1,086.73	65.40 %
89 - Interest	57.00	57.00	3.85	77.36	-20.36	135.72 %
Department : 1011 - City Commission Total:	319,202.00	319,202.00	11,817.00	117,525.30	201,676.70	36.82 %
Department : 1012 - City Manager						
10 - General government	357,607.00	357,607.00	65,146.56	267,412.21	90,194.79	74.78 %
88 - Principal Retirement	6,282.00	6,282.00	525.23	4,108.50	2,173.50	65.40 %
89 - Interest	114.00	114.00	7.69	154.86	-40.86	135.84 %
Department : 1012 - City Manager Total:	364,003.00	364,003.00	65,679.48	271,675.57	92,327.43	74.64 %
Department : 1020 - General Government						
10 - General government	3,753,550.00	3,753,550.00	21,565.22	33,554.40	3,719,995.60	0.89 %
Department : 1020 - General Government Total:	3,753,550.00	3,753,550.00	21,565.22	33,554.40	3,719,995.60	0.89 %
Department : 1031 - Finance Department						
10 - General government	423,299.00	423,299.00	54,710.32	242,437.67	180,861.33	57.27 %
Department : 1031 - Finance Department Total:	423,299.00	423,299.00	54,710.32	242,437.67	180,861.33	57.27 %
Department : 1075 - Protective Services						
52 - Public safety	303,641.00	303,641.00	53,539.98	199,478.46	104,162.54	65.70 %
Department : 1075 - Protective Services Total:	303,641.00	303,641.00	53,539.98	199,478.46	104,162.54	65.70 %
Department : 1079 - Community Improvement						
52 - Public safety	157,087.00	157,087.00	15,938.13	52,279.77	104,807.23	33.28 %
Department : 1079 - Community Improvement Total:	157,087.00	157,087.00	15,938.13	52,279.77	104,807.23	33.28 %
Department : 4040 - Police Department						
52 - Public safety	2,638,923.00	2,638,923.00	249,489.45	1,706,362.74	932,560.26	64.66 %
Department : 4040 - Police Department Total:	2,638,923.00	2,638,923.00	249,489.45	1,706,362.74	932,560.26	64.66 %
Department : 4041 - C-R7016: CPD Portable Radios						
52 - Public safety	0.00	0.00	0.00	34,980.90	-34,980.90	0.00 %
Department : 4041 - C-R7016: CPD Portable Radios Total:	0.00	0.00	0.00	34,980.90	-34,980.90	0.00 %
Department : 4050 - Mobile Computing Initiative						
52 - Public safety	0.00	0.00	-35.80	0.00	0.00	0.00 %
Department : 4050 - Mobile Computing Initiative Total:	0.00	0.00	-35.80	0.00	0.00	0.00 %
Department : 4057 - JAG 2017-DJ-BX-0575						
52 - Public safety	0.00	0.00	0.00	6.36	-6.36	0.00 %
Department : 4057 - JAG 2017-DJ-BX-0575 Total:	0.00	0.00	0.00	6.36	-6.36	0.00 %
Department : 4074 - Animal Control						
58 - Human Services	428,532.00	428,532.00	38,544.94	235,115.04	193,416.96	54.87 %
Department : 4074 - Animal Control Total:	428,532.00	428,532.00	38,544.94	235,115.04	193,416.96	54.87 %
Department : 5050 - Fire Department						
52 - Public safety	1,026,408.00	1,026,408.00	76,868.81	533,436.93	492,971.07	51.97 %
Department : 5050 - Fire Department Total:	1,026,408.00	1,026,408.00	76,868.81	533,436.93	492,971.07	51.97 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department : 6060 - Library						
57 - Culture and recreation	878,910.00	878,910.00	31,711.89	215,738.75	663,171.25	24.55 %
Department : 6060 - Library Total:	878,910.00	878,910.00	31,711.89	215,738.75	663,171.25	24.55 %
Department : 7070 - Public Works Administration						
10 - General government	368,643.00	368,643.00	34,583.76	224,199.22	144,443.78	60.82 %
Department : 7070 - Public Works Administration Total:	368,643.00	368,643.00	34,583.76	224,199.22	144,443.78	60.82 %
Department : 7071 - Central Garage						
10 - General government	185,808.00	185,808.00	12,707.02	77,776.61	108,031.39	41.86 %
Department : 7071 - Central Garage Total:	185,808.00	185,808.00	12,707.02	77,776.61	108,031.39	41.86 %
Department : 7073 - Streets & Sidewalks						
54 - Transportation	1,262,788.00	1,262,788.00	6,466.67	378,625.30	884,162.70	29.98 %
88 - Principal Retirement	2,513.00	2,513.00	210.09	1,643.43	869.57	65.40 %
89 - Interest	46.00	46.00	3.08	61.93	-15.93	134.63 %
Department : 7073 - Streets & Sidewalks Total:	1,265,347.00	1,265,347.00	6,679.84	380,330.66	885,016.34	30.06 %
Department : 7074 - FDOT Projects						
54 - Transportation	0.00	1,222,675.00	84,629.93	852,193.22	370,481.78	69.70 %
56 - Economic Environment	0.00	0.00	0.00	925.75	-925.75	0.00 %
Department : 7074 - FDOT Projects Total:	0.00	1,222,675.00	84,629.93	853,118.97	369,556.03	69.77 %
Department : 7075 - Community Landscaping Improvements						
54 - Transportation	0.00	0.00	16,618.00	17,369.61	-17,369.61	0.00 %
Department : 7075 - Community Landscaping Improvements Total:	0.00	0.00	16,618.00	17,369.61	-17,369.61	0.00 %
Department : 7076 - Mosquito Control						
55 - Physical Environment	389,546.00	389,546.00	19,303.15	187,784.74	201,761.26	48.21 %
Department : 7076 - Mosquito Control Total:	389,546.00	389,546.00	19,303.15	187,784.74	201,761.26	48.21 %
Department : 7077 - Stormwater Projects						
10 - General government	35,000.00	35,000.00	887.50	39,415.75	-4,415.75	112.62 %
56 - Economic Environment	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	887.50	174,445.75	-139,445.75	498.42 %
Department : 7078 - Street Lighting						
54 - Transportation	96,300.00	96,300.00	17,890.34	33,247.23	63,052.77	34.52 %
Department : 7078 - Street Lighting Total:	96,300.00	96,300.00	17,890.34	33,247.23	63,052.77	34.52 %
Department : 7079 - Federal - HUD Project						
54 - Transportation	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						
57 - Culture and recreation	447,578.00	447,578.00	20,860.15	297,327.86	150,250.14	66.43 %
Department : 8080 - Rec. - Admin. & Parks Total:	447,578.00	447,578.00	20,860.15	297,327.86	150,250.14	66.43 %
Department : 8081 - Rec. - Buildings & Structures						
57 - Culture and recreation	281,534.00	281,534.00	6,307.86	71,070.44	210,463.56	25.24 %
Department : 8081 - Rec. - Buildings & Structures Total:	281,534.00	281,534.00	6,307.86	71,070.44	210,463.56	25.24 %
Department : 8082 - Sugarland Sports Complex						
57 - Culture and recreation	334,361.00	334,361.00	41,153.25	233,873.13	100,487.87	69.95 %
Department : 8082 - Sugarland Sports Complex Total:	334,361.00	334,361.00	41,153.25	233,873.13	100,487.87	69.95 %
Department : 8083 - C. S. Mott Pool & Splash Pad						
57 - Culture and recreation	114,586.00	114,586.00	2,027.84	77,919.74	36,666.26	68.00 %
Department : 8083 - C. S. Mott Pool & Splash Pad Total:	114,586.00	114,586.00	2,027.84	77,919.74	36,666.26	68.00 %
Department : 8084 - John Boy Auditorium						
57 - Culture and recreation	146,792.00	146,792.00	7,198.60	59,586.52	87,205.48	40.59 %
Department : 8084 - John Boy Auditorium Total:	146,792.00	146,792.00	7,198.60	59,586.52	87,205.48	40.59 %
Department : 8086 - Rec. - Golf Course						
57 - Culture and recreation	2,426,231.00	2,426,231.00	70,696.08	1,865,761.61	560,469.39	76.90 %
88 - Principal Retirement	105,358.00	105,358.00	4,254.30	33,278.57	72,079.43	31.59 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Used
					Favorable (Unfavorable)	
89 - Interest	12,695.00	12,695.00	62.33	1,254.52	11,440.48	9.88 %
Department : 8086 - Rec. - Golf Course Total:	2,544,284.00	2,544,284.00	75,012.71	1,900,294.70	643,989.30	74.69 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-431,649.52	2,000,415.54	2,000,415.54	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
33 - Intergovernmental Revenue	0.00	0.00	120,759.77	120,759.77	120,759.77	0.00 %
34 - Charges for Services	12,512,410.00	12,512,410.00	1,069,008.56	7,619,749.51	-4,892,660.49	60.90 %
36 - Misc. Revenue	128,131.00	128,131.00	-20,255.30	89,728.81	-38,402.19	70.03 %
38 - Non-operating Sources (Uses)	8,052,067.00	8,052,067.00	5,244.99	55,116.73	-7,996,950.27	0.68 %
Department : 2009 - Electric Transmission						
51 - Personal Services	60,181.00	60,181.00	6,306.26	38,350.46	21,830.54	63.73 %
71 - Operating Expenses	1,150.00	1,150.00	6.42	209.82	940.18	18.25 %
72 - Utilities	750.00	750.00	0.00	0.36	749.64	0.05 %
73 - Insurance	7,049.00	7,049.00	0.00	3,522.00	3,527.00	49.96 %
74 - Repairs and maintenance	60,500.00	60,500.00	0.00	178.13	60,321.87	0.29 %
91 - Capital outlay	165,200.00	165,200.00	0.00	0.00	165,200.00	0.00 %
Department : 2009 - Electric Transmission Total:	294,830.00	294,830.00	6,312.68	42,260.77	252,569.23	14.33 %
Department : 2010 - Electric Distribution						
51 - Personal Services	535,538.00	535,538.00	56,754.73	345,099.92	190,438.08	64.44 %
53 - Contractual Services	215,000.00	215,000.00	7,332.86	139,455.84	75,544.16	64.86 %
71 - Operating Expenses	60,000.00	60,000.00	3,869.97	30,198.27	29,801.73	50.33 %
72 - Utilities	15,500.00	15,500.00	1,778.14	10,608.96	4,891.04	68.44 %
73 - Insurance	63,468.00	63,468.00	0.00	31,734.00	31,734.00	50.00 %
74 - Repairs and maintenance	290,000.00	290,000.00	-6,264.37	135,338.24	154,661.76	46.67 %
76 - Miscellaneous	12,200.00	12,200.00	2,600.12	8,068.81	4,131.19	66.14 %
91 - Capital outlay	1,134,250.00	1,134,250.00	395.88	291,726.54	842,523.46	25.72 %
Department : 2010 - Electric Distribution Total:	2,325,956.00	2,325,956.00	66,467.33	992,230.58	1,333,725.42	42.66 %
Department : 2015 - Purchasing / Warehouse						
51 - Personal Services	52,635.00	52,635.00	5,608.25	35,769.92	16,865.08	67.96 %
53 - Contractual Services	4,200.00	4,200.00	0.00	8,062.00	-3,862.00	191.95 %
71 - Operating Expenses	3,700.00	3,700.00	0.00	1,375.83	2,324.17	37.18 %
72 - Utilities	7,100.00	7,100.00	25.00	384.12	6,715.88	5.41 %
73 - Insurance	1,534.00	1,534.00	0.00	768.00	766.00	50.07 %
74 - Repairs and maintenance	15,025.00	15,025.00	3,527.66	17,328.97	-2,303.97	115.33 %
76 - Miscellaneous	50.00	50.00	285.00	285.00	-235.00	570.00 %
91 - Capital outlay	71,500.00	71,500.00	0.00	0.00	71,500.00	0.00 %
Department : 2015 - Purchasing / Warehouse Total:	155,744.00	155,744.00	9,445.91	63,973.84	91,770.16	41.08 %
Department : 2025 - Electric Meter Reading						
51 - Personal Services	51,653.00	51,653.00	5,350.46	34,015.42	17,637.58	65.85 %
53 - Contractual Services	42,500.00	42,500.00	0.00	0.00	42,500.00	0.00 %
71 - Operating Expenses	2,850.00	2,850.00	125.61	2,798.56	51.44	98.20 %
72 - Utilities	0.00	0.00	190.92	881.36	-881.36	0.00 %
73 - Insurance	4,810.00	4,810.00	0.00	2,406.00	2,404.00	50.02 %
74 - Repairs and maintenance	8,500.00	8,500.00	35.99	5,168.94	3,331.06	60.81 %
76 - Miscellaneous	100.00	100.00	0.00	0.00	100.00	0.00 %
82 - Construction in progress	0.00	0.00	5,881.44	23,401.24	-23,401.24	0.00 %
91 - Capital outlay	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	11,584.42	69,971.24	40,441.76	63.37 %
Department : 2030 - Customer Records						
49 - Electricity Purchased	8,263,938.00	8,263,938.00	603,164.80	4,149,271.54	4,114,666.46	50.21 %
51 - Personal Services	505,465.00	505,465.00	49,782.20	306,868.83	198,596.17	60.71 %
53 - Contractual Services	231,506.00	231,506.00	260.00	85,471.12	146,034.88	36.92 %
71 - Operating Expenses	87,500.00	87,500.00	1,631.17	94,065.33	-6,565.33	107.50 %
72 - Utilities	10,000.00	10,000.00	752.13	6,076.53	3,923.47	60.77 %
73 - Insurance	6,212.00	6,212.00	0.00	3,108.00	3,104.00	50.03 %
74 - Repairs and maintenance	12,000.00	12,000.00	247.51	9,729.06	2,270.94	81.08 %
76 - Miscellaneous	50,450.00	50,450.00	498.00	44,683.31	5,766.69	88.57 %
91 - Capital outlay	118,750.00	118,750.00	0.00	20,697.52	98,052.48	17.43 %
Department : 2030 - Customer Records Total:	9,285,821.00	9,285,821.00	656,335.81	4,719,971.24	4,565,849.76	50.83 %
Department : 2045 - Miscellaneous Expenses						
53 - Contractual Services	15,000.00	15,000.00	0.00	3,800.00	11,200.00	25.33 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
59 - Other Uses / Transfers	7,216,446.00	7,216,446.00	0.00	0.00	7,216,446.00	0.00 %
72 - Utilities	50,000.00	50,000.00	725.00	20,606.10	29,393.90	41.21 %
76 - Miscellaneous	1,500.00	1,500.00	0.00	731.49	768.51	48.77 %
77 - Bad Debts	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
88 - Principal Retirement	81,449.00	81,449.00	0.00	81,448.95	0.05	100.00 %
89 - Interest	21,422.00	21,422.00	0.00	21,421.95	0.05	100.00 %
93 - Operating transfers - out	1,084,027.00	1,084,027.00	0.00	542,011.00	542,016.00	50.00 %
Department : 2045 - Miscellaneous Expenses Total:	8,519,844.00	8,519,844.00	725.00	670,019.49	7,849,824.51	7.86 %
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	423,886.87	1,326,927.66	1,326,927.66	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
32 - Licenses and Permits	81,333.00	81,333.00	3,329.19	73,917.79	-7,415.21	90.88 %
33 - Intergovernmental Revenue	0.00	3,866,874.00	36,424.24	51,299.94	-3,815,574.06	1.33 %
34 - Charges for Services	4,646,817.00	4,646,817.00	364,500.19	2,751,595.22	-1,895,221.78	59.21 %
36 - Misc. Revenue	36,900.00	36,900.00	22,840.01	140,184.31	103,284.31	379.90 %
38 - Non-operating Sources (Uses)	1,164,000.00	1,164,000.00	0.00	0.00	-1,164,000.00	0.00 %
Department : 3005 - Water Treatment Plant						
51 - Personal Services	306,030.00	306,030.00	30,532.35	172,131.77	133,898.23	56.25 %
53 - Contractual Services	90,000.00	90,000.00	2,866.59	35,256.99	54,743.01	39.17 %
59 - Other Uses / Transfers	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
71 - Operating Expenses	148,700.00	148,700.00	22,100.96	152,728.24	-4,028.24	102.71 %
72 - Utilities	402,000.00	402,000.00	29,603.87	210,389.19	191,610.81	52.34 %
73 - Insurance	18,354.00	18,354.00	0.00	9,180.00	9,174.00	50.02 %
74 - Repairs and maintenance	140,927.00	140,927.00	712.23	109,512.76	31,414.24	77.71 %
76 - Miscellaneous	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00 %
88 - Principal Retirement	301,000.00	301,000.00	27,364.00	218,908.00	82,092.00	72.73 %
89 - Interest	463,073.00	463,073.00	42,098.00	336,779.00	126,294.00	72.73 %
91 - Capital outlay	291,750.00	291,750.00	0.00	5,078.70	286,671.30	1.74 %
Department : 3005 - Water Treatment Plant Total:	2,173,534.00	2,173,534.00	155,278.00	1,249,964.65	923,569.35	57.51 %
Department : 3010 - Trans / Distribution						
51 - Personal Services	92,019.00	92,019.00	16,031.67	87,241.83	4,777.17	94.81 %
53 - Contractual Services	10,000.00	10,000.00	0.00	4,000.74	5,999.26	40.01 %
54 - Transportation	0.00	0.00	285.00	285.00	-285.00	0.00 %
71 - Operating Expenses	19,900.00	19,900.00	1,477.02	22,336.47	-2,436.47	112.24 %
72 - Utilities	600.00	600.00	0.00	0.00	600.00	0.00 %
73 - Insurance	19,183.00	19,183.00	0.00	9,594.00	9,589.00	50.01 %
74 - Repairs and maintenance	85,500.00	85,500.00	26,112.02	116,388.79	-30,888.79	136.13 %
76 - Miscellaneous	250.00	250.00	0.00	3,935.61	-3,685.61	1,574.24 %
82 - Construction in progress	25,000.00	25,000.00	0.00	7,560.00	17,440.00	30.24 %
91 - Capital outlay	100,000.00	100,000.00	48,644.00	57,497.00	42,503.00	57.50 %
92 - Capital contributions	0.00	0.00	0.00	-6,345.00	6,345.00	0.00 %
Department : 3010 - Trans / Distribution Total:	352,452.00	352,452.00	92,549.71	302,494.44	49,957.56	85.83 %
Department : 3012 - Airglades Water Main Extension						
82 - Construction in progress	0.00	3,866,874.00	0.00	121,684.40	3,745,189.60	3.15 %
Department : 3012 - Airglades Water Main Extension Total:	0.00	3,866,874.00	0.00	121,684.40	3,745,189.60	3.15 %
Department : 3025 - Water Meter Reading						
51 - Personal Services	52,313.00	52,313.00	5,577.15	36,173.31	16,139.69	69.15 %
53 - Contractual Services	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
71 - Operating Expenses	1,600.00	1,600.00	0.00	1,363.35	236.65	85.21 %
72 - Utilities	0.00	0.00	97.96	522.48	-522.48	0.00 %
73 - Insurance	1,897.00	1,897.00	0.00	948.00	949.00	49.97 %
74 - Repairs and maintenance	3,000.00	3,000.00	0.00	45.78	2,954.22	1.53 %
82 - Construction in progress	0.00	0.00	11,298.60	119,141.38	-119,141.38	0.00 %
91 - Capital outlay	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	16,973.71	160,777.04	-63,467.04	165.22 %
Department : 3042 - Water / Sewer Administ.						
51 - Personal Services	212,047.00	212,047.00	19,008.67	116,155.52	95,891.48	54.78 %
53 - Contractual Services	224,301.00	224,301.00	0.00	110,822.48	113,478.52	49.41 %
59 - Other Uses / Transfers	981,963.00	981,963.00	0.00	185,641.00	796,322.00	18.91 %
71 - Operating Expenses	14,000.00	14,000.00	1,639.33	25,947.81	-11,947.81	185.34 %
74 - Repairs and maintenance	200.00	200.00	0.00	0.00	200.00	0.00 %
76 - Miscellaneous	6,700.00	6,700.00	0.00	1,175.00	5,525.00	17.54 %
77 - Bad Debts	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department : 3042 - Water / Sewer Administ. Total:	1,454,211.00	1,454,211.00	20,648.00	439,741.81	1,014,469.19	30.24 %
Department : 3052 - Sewer Treatment Plant						
51 - Personal Services	296,589.00	296,589.00	26,079.50	152,172.71	144,416.29	51.31 %
53 - Contractual Services	295,000.00	295,000.00	56,031.70	152,845.40	142,154.60	51.81 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
71 - Operating Expenses	67,500.00	67,500.00	380.15	69,597.24	-2,097.24	103.11 %
72 - Utilities	113,500.00	113,500.00	14,257.09	107,460.06	6,039.94	94.68 %
73 - Insurance	15,516.00	15,516.00	0.00	7,758.00	7,758.00	50.00 %
74 - Repairs and maintenance	140,000.00	140,000.00	8,531.00	223,136.23	-83,136.23	159.38 %
76 - Miscellaneous	2,300.00	2,300.00	0.00	25.17	2,274.83	1.09 %
82 - Construction in progress	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
91 - Capital outlay	58,000.00	58,000.00	0.00	19,235.50	38,764.50	33.16 %
Department : 3052 - Sewer Treatment Plant Total:	1,014,405.00	1,014,405.00	105,279.44	732,230.31	282,174.69	72.18 %
Department : 3062 - Sewer Trans / Collection						
51 - Personal Services	153,673.00	153,673.00	16,277.54	121,272.81	32,400.19	78.92 %
53 - Contractual Services	24,000.00	24,000.00	0.00	7,224.22	16,775.78	30.10 %
71 - Operating Expenses	21,000.00	21,000.00	1,420.11	7,161.72	13,838.28	34.10 %
72 - Utilities	102,500.00	102,500.00	6,460.42	70,061.47	32,438.53	68.35 %
73 - Insurance	9,506.00	9,506.00	0.00	4,752.00	4,754.00	49.99 %
74 - Repairs and maintenance	180,000.00	180,000.00	5,069.60	183,219.02	-3,219.02	101.79 %
76 - Miscellaneous	500.00	500.00	0.00	0.00	500.00	0.00 %
91 - Capital outlay	195,234.00	195,234.00	48,445.00	48,923.00	146,311.00	25.06 %
92 - Capital contributions	0.00	0.00	0.00	-3,360.00	3,360.00	0.00 %
Department : 3062 - Sewer Trans / Collection Total:	686,413.00	686,413.00	77,672.67	439,254.24	247,158.76	63.99 %
Department : 3063 - N. Sewer Project						
88 - Principal Retirement	55,875.00	55,875.00	0.00	55,874.79	0.21	100.00 %
89 - Interest	6,005.00	6,005.00	0.00	6,004.67	0.33	99.99 %
Department : 3063 - N. Sewer Project Total:	61,880.00	61,880.00	0.00	61,879.46	0.54	100.00 %
Department : 3066 - Inflow & Infiltration						
82 - Construction in progress	0.00	0.00	0.00	262,058.33	-262,058.33	0.00 %
Department : 3066 - Inflow & Infiltration Total:	0.00	0.00	0.00	262,058.33	-262,058.33	0.00 %
Department : 3080 - Debt Service						
88 - Principal Retirement	86,262.00	86,262.00	0.00	31,861.86	54,400.14	36.94 %
89 - Interest	2,583.00	2,583.00	0.00	2,582.36	0.64	99.98 %
Department : 3080 - Debt Service Total:	88,845.00	88,845.00	0.00	34,444.22	54,400.78	38.77 %
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	-41,307.90	-787,531.64	-787,531.64	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 05/31/2024

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
34 - Charges for Services	2,047,454.00	2,047,454.00	171,820.17	1,380,898.34	-666,555.66	67.44 %
36 - Misc. Revenue	300.00	300.00	21.05	36,183.46	35,883.46	12,061.15 %
38 - Non-operating Sources (Uses)	582,847.00	582,847.00	0.00	0.00	-582,847.00	0.00 %
Department : 7072 - Solid Waste						
51 - Personal Services	388,098.00	388,098.00	41,624.06	271,517.00	116,581.00	69.96 %
53 - Contractual Services	5,000.00	5,000.00	210.00	953.85	4,046.15	19.08 %
59 - Other Uses / Transfers	641,615.00	641,615.00	0.00	0.00	641,615.00	0.00 %
71 - Operating Expenses	1,201,650.00	1,201,650.00	62,138.02	567,678.38	633,971.62	47.24 %
74 - Repairs and maintenance	0.00	0.00	8,000.00	8,000.00	-8,000.00	0.00 %
88 - Principal Retirement	82,218.00	82,218.00	0.00	82,217.32	0.68	100.00 %
89 - Interest	38,436.00	38,436.00	0.00	38,435.30	0.70	100.00 %
91 - Capital outlay	110,500.00	110,500.00	0.00	18,705.24	91,794.76	16.93 %
93 - Operating transfers - out	163,084.00	163,084.00	0.00	81,544.00	81,540.00	50.00 %
Department : 7072 - Solid Waste Total:	2,630,601.00	2,630,601.00	111,972.08	1,069,051.09	1,561,549.91	40.64 %
Fund: 430 - SOLID WASTE Surplus (Deficit):	0.00	0.00	59,869.14	348,030.71	348,030.71	0.00 %
Report Surplus (Deficit):	0.00	0.00	10,798.59	2,887,842.27	2,887,842.27	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-431,649.52	2,000,415.54	2,000,415.54
410 - ELECTRIC FUND	0.00	0.00	423,886.87	1,326,927.66	1,326,927.66
420 - WATER/SEWER FUND	0.00	0.00	-41,307.90	-787,531.64	-787,531.64
430 - SOLID WASTE	0.00	0.00	59,869.14	348,030.71	348,030.71
Report Surplus (Deficit):	0.00	0.00	10,798.59	2,887,842.27	2,887,842.27

City of Clewiston
Public Works Department
Monthly Productivity Report
May 1, 2024 thru May 31, 2024

Fleet Management

Units worked on

Fire Dept.	3	Solid Waste	5
Electric Dept.	1	Streets	5
Utilities	3	Recreation	1
Police Dept.	7	Animal Control	2

Facility Maintenance

Clerical hrs.	22	Pressure washing hrs.	
Plumbing hrs.	32	Painting hrs	3
Eelectrical repair hrs.	16	Building repairs hrs	96
Air conditioning repairs (Hrs)	18		

Note:

Solid Waste

Commercial (Tons)	295.12	Horticulture (Tons)	47.87
Residential (Tons)	382.56	Recycled materials (Lbs)	68
Tipper carts placed	9	Shopping carts collected	40
Special pick ups	42	Pick up revenue	\$3,255.00

Streets and Sidewalks

Drainage

Streets swept (miles)	29	Street debris (Tons)	2.89
Street repairs hrs	12	Streets painted (hours)	

Signs

Information signs	5	Equipment lettered	1
Regulatory signs	14	Signs repaired	22

Landscaping

Landscape trimming (Hrs)	8	Trees trimmed (Hrs)	16
Weed control (gallons)	428	Manual weed control (hours)	6
Litter control (Lbs)	723	Mowing (Hrs)	12
Sprinkler repairs (Hrs)	20	Mulching (Hrs)	2

Notes :

Staff made sprinkler repairs on the Ball Fields.

Staff has been helping the BF crew with some field work.

26 Hours were spent by staff picking up Palm fronds.

22 Hours were spent by the Street Dept. helping the WWTP with some issues.

38 Hours were spent by srtaff installing new play ground equipment.

UTILITIES MONTHLY ACTIVITY REPORT FOR MAY 2024

ELECTRIC DEPARTMENT

Kwh purchased	7,946,485	Month of March
Kwh sold	8,024,123	
Total Electric Meters	4,215	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	985	133	3	328 minutes
Street Light repairs	5			
Voltage checks	2			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	34,038	17,705	55 Million Gals
Total Water Meters	3822		
Water Breaks	3		

SEWER PLANT

Gallons Processed	0.70	Month of March
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OFFICE ACTIVITY

New Accounts (Move Ins)	55	
Closed Accounts (Move Outs)	32	
Disconnects for Nonpayment	267	
Reconnects from Nonpayment	194	
Meter Rereads Completed	30	
All Locates	12	
All Meter Changes	53	
Miscellaneous	85	
Trim Tree	2	
Total other Work Orders completed	37	note to self: service action is 23, includes UPA's swapped meters
Total Work Orders Completed by all Departments	777	

Monthly Facility & Park Rentals

MAY 2024

<u>Facility/Park</u>	<u>Rentals</u>	<u>Event Type</u>
John Boy Auditorium	8	2 Mobile Food Pantry, 3 CHS, 1 Sweet 15, 1 US Sugar, 1 Glades Lives Matters
Beardley Room	0	
Youth Center	11	1 YMCA summer camp sign up, 1 Baby Shower, 1 Appreciation Luncheon, 3 Sugar Dolls, 2 DIME Dance Practice, 2 Boy Scouts, 1 YMCA Open house
C.S. Mott Pool	1	CES Rewards Day Pool Party
STP Pavilion #1	1	Birthday Party
STP Pavilion #2		
STP Pavilion #3		
STP Pavilion #4	1	Birthday Party
Sugarland Park Pavilion		1 Birthday Party, 1 Gender Reveal, 1 Baby Shower, 1 WES Picnic
Trinidad Park	4	
Tennis Courts	4	4 Adult Soccer League
Civic Park / Gazebo	0	
Sugar Festival Field		
Splash Pad	9	5 Birthday Parties, 2 WES, 2 CES
Chickee	8	Taekwondo Classes
Sugarland Sports Complex		
Field 1		
Field 2		
Field 3		
Field 4		
Field 5		
Field 6		
Field 7	2	Little League
Field 8		
Field 9	1	Little League
Soccer West		
Soccer Center		
Soccer East		

City of Clewiston
Sugarland Sports Complex
Monthly Productivity Report

Month thru Month

Game Field Preparation

Fields mowed (Hrs)	<u>40</u>	Field borders mowed	<u>30</u>
String trimming (Hrs)	<u>15</u>	Manual weed control	<u>20</u>
Fields watered (Hrs)	<u>15</u>	Sprinkler repairs (Hrs	<u>10</u>
Field striping (Hrs)	<u>10</u>	Batter boxes marked (<u>10</u>
Pitching mounds rebu	<u>6</u>	Bases reset/ moved (<u>6</u>
Clay surfaces raked (H	<u>60</u>	Clay added to surface	<u>15</u>
Field top dressed (Hrs	<u>10</u>	Fields fertilized (Hrs)	<u>0</u>
Fields airiated (Hrs)	<u>0</u>	Fields weeded (Hrs)	<u>40</u>
Setting Soccer Goals (<u>0</u>	Painting/Lining Fields	<u>40</u>

Park Maintenance

Fence repair (Hrs)	<u>0</u>	Gate repairs (Hrs)	<u>2</u>
Pressure cleaning (Hr	<u>10</u>	Building painting (Hrs	<u>20</u>
Net repairs (Hrs)	<u>0</u>	Bleacher repairs/clear	<u>0</u>
Litter pick up (Hrs)	<u>40</u>	Garbage can empty/cl	<u>20</u>
Office Work (Hrs)	<u>6</u>	Shop Organization (Hr	<u>6</u>
Machine Maintenance	<u>10</u>	Extermination (Hrs)	<u>0</u>
Graffiti/Painting (Hrs)	<u>0</u>		

Note :

PROTECTIVE INSPECTIONS ACTIVITY REPORT May 2024

Building Department

- Issued 43 permits
- Performed 85 inspections
- Performed 92 plan reviews
- Serviced 270 customers (both by phone & walk-ins)
- Lien searches researched – 10
- Business Licenses issued 6 (renewals & new)
- Issued 4 yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

Planning & Zoning

- There was a Planning & Zoning meeting May 29th, 2024.

Community Redevelopment Agency

- There was no meeting.

Building Board

- There was no meeting.

Fire Marshal & Fire Department

- 4 – Inspections
 - The fire department responded to:
 - 111 Total Calls
-

May 2024 Permits

Company Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Clyde Johnson Contracting & Roofing, Inc	5/6/2024	ACC-BLDG	24-0161	1201 San Luiz Ave	3,600.00	0	100.1
Justo Hernandez	5/17/2024	ACC-BLDG	24-0185	726 Harvest Ln	675	0	84.5
Mastec Network Solutions	5/22/2024	ACC-BLDG	24-0191	113 E Ventura Ave	30,000.00	235.3	0
Hugo Vera	5/31/2024	ACC-BLDG	24-0202	601 Bowden Rd	5,800.00	0	110.5
Overhead Door Co. of Ft. Myers	5/17/2024	BLDG-RMC	24-0184	641 E Sugarland Hwy	9,675.00	0	131.3
K Square Construction, LLC	5/9/2024	BLDG-RMR	24-0170	434 W El Paso Ave	8,500.00	0	126.1
Barti Contracting Inc.	5/23/2024	BLDG-RMR	24-0194	505 S Berner Rd	45,934.00	318.5	0
John Bex Carpentry LLC	5/29/2024	BLDG-RMR	24-0195	902 Ponce De Leon Ave	1,900.00	0	89.7
John Bex Carpentry LLC	5/29/2024	BLDG-RMR	24-0196	345 E Obispo Ave	975	0	84.5
Eleodoro Martinez	5/29/2024	BLDG-RMR	24-0197	425 E Pasadena Ave	2,006.00	0	94.9
Darwin Rodas	5/31/2024	BLDG-RMR	24-0200	428 W Ventura Ave	2,500.00	0	94.9
Charles Roberts	5/9/2024	CONCRETE	24-0169	413 E Pasadena Ave	3,200.00	0	100.1
Harmack Company	5/17/2024	CONCRETE	24-0182	119 Balboa Place	2,500.00	0	94.9
Wright Construction Group	5/10/2024	DEMO-COM	24-0089	1300 S Olympia St	2,000.00	0	65
Colossal Electrical Services Inc	5/6/2024	ELECT	24-0062	969 W Sugarland Hwy	4,000.00	0	100.1
Carl Whitehead	5/8/2024	FENCE	24-0167	624 E Concordia Ave	1,800.00	0	84.5
Everglades Construction Group, LLC	5/15/2024	FENCE	24-0175	610 E El Paso Ave	22,000.00	0	193.7
Eaglestar Construction, INC	5/15/2024	FENCE	24-0177	807 W Aztec Ave	8,500.00	0	126.1
Michael and Terry Ingram	5/17/2024	FENCE	24-0183	313 W Arcade Ave	2,000.00	0	89.7
David Gannon	5/30/2024	FENCE	24-0198	722 W Avenida Del Rio	2,500.00	0	84.5
Miguel Mendoza	5/30/2024	FENCE	24-0199	605 Sabal Ave	100	0	84.5
SR Pierce Construction, LLC	5/31/2024	FUEL-GAS	24-0201	975 W Sugarland Hwy	20,826.00	0	188.5
Phillip's A/C & Heating Services, LLC	5/15/2024	MECH	24-0176	902 Ponce De Leon Ave	6,250.00	0	115.7
Phillip's A/C & Heating Services, LLC	5/20/2024	MECH	24-0186	345 E Obispo Ave	6,650.00	0	115.7
Clyde Johnson Contracting & Roofing, Inc	5/6/2024	REROOF	24-0162	530 E Alverdez Ave	12,000.00	0	141.7
Universal Group	5/7/2024	REROOF	24-0163	842 E Sugarland Hwy	19,000.00	0	178.1
Universal Group	5/7/2024	REROOF	24-0164	702 Seminole Ave	5,600.00	0	110.5
Brandon Westberry	5/8/2024	REROOF	24-0166	810 N Lopez St	12,000.00	0	141.7
Superior Contracting of South Florida	5/8/2024	REROOF	24-0168	1004 Ponce De Leon Ave	35,700.00	0	266.5
Universal Group	5/14/2024	REROOF	24-0171	314 W El Paso Ave	12,900.00	0	0
Roland Fairbanks Builders	5/14/2024	REROOF	24-0172	834 E Concordia Ave	41,451.00	0	297.7
Universal Group	5/14/2024	REROOF	24-0173	314 W El Paso Ave	12,900.00	0	485.9

Clyde Johnson Contracting & Roofing, Inc	5/15/2024	REROOF	24-0174	605 E Concordia Ave	15,000.00	0	157.3
Superior Contracting of South Florida	5/16/2024	REROOF	24-0178	516 W El Paso Ave	15,000.00	0	157.3
Clyde Johnson Contracting & Roofing, Inc	5/16/2024	REROOF	24-0179	725 San Juan St	5,900.00	0	110.5
Universal Group	5/16/2024	REROOF	24-0180	620 W Haiti Ave	7,500.00	0	120.9
Weather Recovery Solutions	5/16/2024	REROOF	24-0181	900 W Sugarland Hwy	430,360.00	0	1,201.67
Clyde Johnson Contracting & Roofing, Inc	5/20/2024	REROOF	24-0189	335 Central Ave	9,200.00	0	131.3
Clyde Johnson Contracting & Roofing, Inc	5/20/2024	REROOF	24-0190	119 Balboa Place	25,000.00	0	209.3
Superior Contracting of South Florida	5/23/2024	REROOF	24-0192	1027 Bayberry Loop	31,188.00	0	245.7
Roland Fairbanks Builders	5/23/2024	REROOF	24-0193	721 E Concordia Ave	12,600.00	0	146.9
Roland Fairbanks Builders	5/20/2024	ROOF	24-0187	201 W Crescent Dr	18,794.00	0	178.1
Ferrin Signs, Inc.	5/14/2024	SIGN	24-0122	960 W Sugarland Hwy	500	0	84.5
Total # Permits 43							

May 2024 Inpections			
Permit#	Inspection Type	Result	Inspected Date
18-0366	CONC-R	Pass	5/13/2024
18-0366	CONC-F	Pass	5/13/2024
23-0007	ELECT-F	Pass	5/13/2024
23-0260	MF	Pass	5/22/2024
23-0301	FRAME	Pass	5/22/2024
23-0301	DRYWALL	Pass	5/22/2024
23-0301	FINAL	Pass	5/22/2024
23-0260	MR	Pass	5/22/2024
23-0366	BLDG-FNL	Pass	5/2/2024
24-0005	BLDG-FNL	Pass	5/10/2024
24-0037	DRY-IN	Pass	5/13/2024
24-0037	FINAL	Pass	5/15/2024
24-0038	DRY-IN	Pass	5/13/2024
24-0038	FINAL	Pass	5/15/2024
24-0062	ELECT-R	NC	5/6/2024
24-0064	DRY-IN	Pass	5/15/2024
24-0064	FINAL	Pass	5/15/2024
24-0005	WINDOW/DOOR	NC	5/9/2024
24-0085	DRY-IN	Pass	5/3/2024
24-0085	FINAL	Pass	5/9/2024
24-0087	ELECT-F	Pass	5/3/2024
24-0089	FINAL	Pass	5/10/2024
24-0090	A/C-FNL	Pass	5/9/2024
24-0090	ELECT-F	Pass	5/9/2024
24-0090	FINAL	Pass	5/10/2024
24-0090	FOUND	Pass	5/9/2024
24-0091	ROOF-FNL	Pass	5/8/2024
24-0091	TRUSS	Pass	5/9/2024
24-0091	WINDOW	NC	5/9/2024
24-0091	FRAME	Pass	5/8/2024
24-0091	BLDG-FNL	Pass	5/10/2024
24-0098	ELECT-R	Pass	5/9/2024
24-0100	ELECTRIC TEMP	Pass	5/9/2024
24-0104	FINAL	Pass	5/3/2024
24-0108	SHEATHIN	Pass	5/24/2024
24-0108	TIE BEAM	Pass	5/9/2024
24-0112	ELECT-F	Pass	5/9/2024
23-0330	FRAME	Pass	5/9/2024
24-0120	FINAL	Pass	5/3/2024
24-0121	ELECT-F	Pass	5/16/2024
24-0122	FINAL	Pass	5/16/2024
24-0123	ELECT-F	Pass	5/16/2024
24-0124	ELECT-F	Pass	5/16/2024
24-0126	ELECT-F	Pass	5/16/2024

24-0127	Driveway Apron Rough	Pass	5/9/2024
24-0127	Driveway Rough	Pass	5/9/2024
24-0128	INSUL	Pass	5/16/2024
24-0128	STUCCO	NC	5/2/2024
24-0132	FINAL	Pass	5/24/2024
24-0135	FOUND	Pass	5/3/2024
24-0135	FRAME	Pass	5/10/2024
24-0137	DRY-IN	Pass	5/2/2024
24-0137	FINAL	Pass	5/22/2024
24-0141	WINDOW/DOOR	Pass	5/13/2024
23-0115	A/C -RGH	NC	5/2/2024
24-0153	FINAL	Pass	5/24/2024
24-0156	DRY-IN	Pass	5/8/2024
24-0156	FINAL	NC	5/8/2024
24-0157	FINAL	Pass	5/9/2024
24-0133	DRY-IN	Pass	5/3/2024
24-0158	Final	Pass	5/7/2024
24-0128	STUCCO	NC	5/7/2024
23-0115	A/C -RGH	Pass	5/14/2024
24-0072	ELECT-F	Pass	5/6/2024
24-0142	FINAL	Pass	5/9/2024
24-0164	DRY-IN	NC	5/16/2024
24-0128	STUCCO	Pass	5/16/2024
24-0156	FINAL	NC	5/10/2024
24-0005	WINDOW/DOOR	Pass	5/10/2024
24-0091	WINDOW	Pass	5/10/2024
24-0169	SETBACKS	Pass	5/24/2024
24-0169	CONC-R	Pass	5/24/2024
24-0091	FIRE/SAFETY	NC	5/9/2024
24-0091	FIRE/SAFETY	Pass	5/10/2024
24-0173	DRY-IN	Pass	5/16/2024
24-0180	DRY-IN	Pass	5/24/2024
24-0164	DRY-IN	Pass	5/23/2024
24-0182	CONC-R	Pass	5/17/2024
24-0138	FOUND	Pass	5/20/2024
Total # of Inspections 79			

Community Improvement Division

2024

Monthly

May 01 thru May 31

Code Cases Opened: 46

Case Re-inspections: 82

Notice of Violations: 11

Notice of Hearings: 4

Special Magistrate Orders: 1

Special Magistrate Hearing – The regularly scheduled Magistrate Hearing was held on May 21, 2024 with 8 agenda items heard. The next regularly scheduled Special Magistrate hearing is scheduled for July 16, 2024 at 10:00 am.

Code Cases Resolved: 60

Code lien search requests completed: 17

Rental Inspections Completed: 38

Case numbers include April 18, 2024 through June 13, 2024 these are the dates since Mario Miranda joined our staff as our full-time code enforcement officer. He is conducting routine patrols and responding to code enforcement complaints.

CODE ENFORCEMENT CASES			
May-24			
Status	CaseNum	GeneralCategory	Address
Opened	24-0020	Chapter 18 Buildings and Building Regulations	518 E Osceola Ave Clewiston
Opened	24-0026	Chapter 18 Buildings and Building Regulations	531 E Trinidad Ave Clewiston
Opened	24-0031	Chapter 18 Buildings and Building Regulations	337 E Obispo Ave Clewiston
Opened	24-0032	Chapter 18 Buildings and Building Regulations	601 Caribbean Ave Clewiston
Opened	24-0033	Chapter 18 Buildings and Building Regulations	603 E Pasadena Ave Clewiston
Opened	24-0036	Chapter 18 Buildings and Building Regulations	503 W Obispo Ave Clewiston
Opened	24-0041	Chapter 18 Buildings and Building Regulations	316 E Obispo Ave Clewiston
Opened	24-0043	Chapter 18 Buildings and Building Regulations	1312 W Sugarland Hwy Clewiston
Opened	24-0044	Chapter 18 Buildings and Building Regulations	312 W El Paso Ave Clewiston
Resolved	18-0417	Fences, wall & hedges	313 Saginaw Ave Clewiston
Resolved	20-0014	Illegal Construction - no permit	304 W Haiti Ave Clewiston
Resolved	20-0287	Chapter 18 Buildings and Building Regulations	820 Laurel St Clewiston
Resolved	21-0046	Property Maintenance - Residential	612 E Del Monte Ave Clewiston
Resolved	21-0151	Property Maintenance - Residential	620 W Obispo Ave Clewiston
Resolved	22-0040	Public Nuisance	208 E Sugarland Cir Clewiston
Resolved	22-0234	Signs	975 W Sugarland Hwy Clewiston
Resolved	22-0304	Chapter 18 Buildings and Building Regulations	642 E Sugarland Hwy Clewiston
Resolved	22-0396	Chapter 18 Buildings and Building Regulations	521 E Haiti Ave Clewiston
Resolved	23-0063	Chapter 18 Buildings and Building Regulations	700 E Ventura Ave Lot 3 Clewiston
Resolved	23-0075	Chapter 110 Zoning	709 Seminole Ave Clewiston
Resolved	23-0118	Chapter 18 Buildings and Building Regulations	831 E Sagamore Ave Lot 10N Clewiston
Resolved	23-0129	Chapter 18 Buildings and Building Regulations	612 E Del Monte Ave Clewiston
Resolved	23-0135	Chapter 18 Buildings and Building Regulations	444 W Osceola Ave Clewiston
Resolved	23-0148	Chapter 18 Buildings and Building Regulations	831 E Sagamore Ave Lot 9N Clewiston
Resolved	23-0168	Chapter 18 Buildings and Building Regulations	611 E Trinidad Ave Clewiston
Resolved	23-0180	Chapter 110 Zoning	303-305 E Trinidad Ave Clewiston
Resolved	23-0212	Chapter 18 Buildings and Building Regulations	328 W Haiti Ave Clewiston
Resolved	23-0213	Chapter 18 Buildings and Building Regulations	314 W Haiti Ave Clewiston
Resolved	23-0216	Chapter 18 Buildings and Building Regulations	433 W Aztec Ave Clewiston
Resolved	23-0217	Chapter 70- Traffic and Vehicles	439 W Aztec Ave Clewiston
Resolved	23-0229	Chapter 18 Buildings and Building Regulations	624 E Ventura Ave Clewiston

Resolved	23-0230	Chapter 18 Buildings and Building Regulations	822 E Ventura Ave Clewiston
Resolved	23-0232	Chapter 18 Buildings and Building Regulations	601 Sabal Ave Clewiston
Resolved	23-0235	Chapter 110 Zoning	431 W Crescent Dr Clewiston
Resolved	23-0236	Chapter 110 Zoning	423 W Crescent Dr Clewiston
Resolved	23-0237	Chapter 110 Zoning	508 Royal Palm Ave Clewiston
Resolved	23-0239	Chapter 18 Buildings and Building Regulations	347 W Haiti Ave Clewiston
Resolved	23-0243	Chapter 18 Buildings and Building Regulations	106 E Sugarland Cir Clewiston
Resolved	23-0247	Chapter 18 Buildings and Building Regulations	517 W Aztec Ave Clewiston
Resolved	24-0000	Chapter 18 Buildings and Building Regulations	504 Water Oak Ave Clewiston
Resolved	24-0004	Signs	804 N Berner Rd Clewiston
Resolved	24-0006	Signs	718 E Sugarland Hwy Clewiston
Resolved	24-0010	Chapter 18 Buildings and Building Regulations	522 W Haiti Ave Clewiston
Resolved	24-0011	Chapter 110 Zoning	205 San Luiz Ave Clewiston
Resolved	24-0012	Chapter 18 Buildings and Building Regulations	108 E Sugarland Hwy Clewiston
Resolved	24-0013	Chapter 14-ANIMALS	614 Bowden Rd Clewiston
Resolved	24-0014	Chapter 50 Manufactured Homes, Mobile Homes, Manufact	422 W Sagamore Ave Clewiston
Resolved	24-0015	Chapter 110 Zoning	400 W Ventura Ave Clewiston
Resolved	24-0016	Chapter 18 Buildings and Building Regulations	415 W Obispo Ave Clewiston
Resolved	24-0017	Chapter 18 Buildings and Building Regulations	323 Trocadero Ave Clewiston
Resolved	24-0018	Illegal Parking	807 W Aztec Ave Clewiston
Resolved	24-0019	Chapter 102- Site Design and improvement standards	1011 Caribbean Ave Clewiston
Resolved	24-0021	Chapter 18 Buildings and Building Regulations	340 W El Paso Ave Clewiston
Resolved	24-0022	Chapter 18 Buildings and Building Regulations	529 S Deane Duff Ave Clewiston
Resolved	24-0023	Chapter 18 Buildings and Building Regulations	444 E Obispo Ave Clewiston
Resolved	24-0024	Chapter 18 Buildings and Building Regulations	314 W El Paso Ave Clewiston
Resolved	24-0025	Chapter 18 Buildings and Building Regulations	602 W El Paso Ave Clewiston
Resolved	24-0027	Chapter 18 Buildings and Building Regulations	445 W Haiti Ave Clewiston
Resolved	24-0028	Chapter 18 Buildings and Building Regulations	614 Sabal Ave Clewiston
Resolved	24-0029	Chapter 18 Buildings and Building Regulations	521 E Haiti Ave Clewiston
Resolved	24-0030	Chapter 18 Buildings and Building Regulations	119 Balboa Place Clewiston
Resolved	24-0034	Chapter 110 Zoning	305 San Luiz Ave Clewiston
Resolved	24-0035	Chapter 18 Buildings and Building Regulations	00 S Lopez Clewiston
Resolved	24-0037	Chapter 18 Buildings and Building Regulations	500 Orchard Park Dr Clewiston
Resolved	24-0038	Chapter 74- Utilities	113 S Deane Duff Ave Clewiston

Resolved	24-0039	Chapter 18 Buildings and Building Regulations	409 S San Pedro St Clewiston
Resolved	24-0040	Chapter 18 Buildings and Building Regulations	1017 Caribbean Ave Clewiston
Resolved	24-0042	Chapter 18 Buildings and Building Regulations	834 E Concordia Ave Clewiston
Resolved	24-0045	Chapter 18 Buildings and Building Regulations	323 E Sugarland Hwy Clewiston

Animals Inducted by Date and Species

Criteria:

Enter from date: 05/01/2024

Enter to date: 05/31/2024

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2024134	Icey	S (Stray Cat)	05/01/2024			4 weeks.
S2024138	Ginger 3	S (Stray Cat)	05/02/2024			0 days.
S2024137	Ginger 2	S (Stray Cat)	05/02/2024			0 days.
S2024136	Ginger1	S (Stray Cat)	05/02/2024			0 days.
S2024142	Adia 4	S (Stray Cat)	05/03/2024			2 weeks.
S2024140	Adia 1	S (Stray Cat)	05/03/2024			4 weeks.
S2024145	Adia 6	S (Stray Cat)	05/03/2024			4 weeks.
S2024144	Adia 5	S (Stray Cat)	05/03/2024			6 days.
S2024195	Adia	S (Stray Cat)	05/03/2024			4 weeks.
S2024147	July-2	S (Stray Cat)	05/03/2024			3 days.
S2024146	July-1	S (Stray Cat)	05/03/2024			3 days.
S2024148	July-3	S (Stray Cat)	05/03/2024			3 days.
S2024143	Adia 3	S (Stray Cat)	05/03/2024			4 weeks.

S2024141	Adia 2	S (Stray Cat)	05/03/2024		4 weeks.
A2024145	Tarot	A (Stray Dog)	05/07/2024		3 weeks.
A2024144	Moody	A (Stray Dog)	05/07/2024		3 weeks.
S2024162	Storm	S (Stray Cat)	05/07/2024		1 week.
A2024147	Shika 4	A (Stray Dog)	05/08/2024		1 day.
S2024149	Shika	S (Stray Cat)	05/08/2024		1 day.
S2024151	Shika 2	S (Stray Cat)	05/08/2024		1 day.
S2024152	Shika 3	S (Stray Cat)	05/08/2024		1 day.
S2024150	Shika 1	S (Stray Cat)	05/08/2024		1 day.
S2024153	Blinky	S (Stray Cat)	05/09/2024		6 days.
S2024154	Logan	S (Stray Cat)	05/09/2024		6 days.
S2024157	Trigger -3	S (Stray Cat)	05/10/2024		5 days.
S2024155	Trigger-1	S (Stray Cat)	05/10/2024		5 days.
S2024156	Trigger -2	S (Stray Cat)	05/10/2024		4 days.
S2024158	Tyson	S (Stray Cat)	05/14/2024		1 day.
S2024161	Dico Suave	S (Stray Cat)	05/15/2024		0 days

S2024161	Nico Suave	S (Stray Cat)	05/15/2024			0 days.
S2024159	Venus	S (Stray Cat)	05/15/2024			0 days.
S2024160	Cherokee	S (Stray Cat)	05/15/2024			0 days.
S2024164	Fifi	S (Stray Cat)	05/16/2024			1 week.
S2024163	Buck	S (Stray Cat)	05/16/2024			0 days.
S2024165	Cutie	S (Stray Cat)	05/17/2024			6 days.
S2024166	Maxine	S (Stray Cat)	05/18/2024			5 days.
S2024167	Twinkie	S (Stray Cat)	05/20/2024			3 days.
F2024018	Moritz	F (Feral Cat)	05/21/2024			1 week.
S2024172	Candy 4	S (Stray Cat)	05/22/2024			1 week.
S2024169	Candy 1	S (Stray Cat)	05/22/2024			1 week.
S2024170	Candy 2	S (Stray Cat)	05/22/2024			2 days.
S2024174	Mysty	S (Stray Cat)	05/22/2024			1 week.
S2024173	Candy 5	S (Stray Cat)	05/22/2024			1 week.
S2024171	Candy 3	S (Stray Cat)	05/22/2024			1 week.
S2024175	July 1	S (Stray Cat)	05/23/2024			0 days.

S2024179	Lisa-1	S (Stray Cat)	05/23/2024		1 week.
S2024180	Lisa-2	S (Stray Cat)	05/23/2024		1 week.
S2024182	Izma	S (Stray Cat)	05/23/2024		1 week.
S2024183	Kat	S (Stray Cat)	05/23/2024		0 days.
S2024178	July 4	S (Stray Cat)	05/23/2024		0 days.
S2024177	July 3	S (Stray Cat)	05/23/2024		0 days.
S2024176	July 2	S (Stray Cat)	05/23/2024		0 days.
S2024181	Lisa-3	S (Stray Cat)	05/23/2024		1 week.
S2024184	Stella	S (Stray Cat)	05/24/2024		1 week.
S2024186	Mysty-2	S (Stray Cat)	05/25/2024		6 days.
S2024185	Mysty-1	S (Stray Cat)	05/25/2024		6 days.
S2024187	Mysty-3	S (Stray Cat)	05/25/2024		6 days.
S2024188	Mysty-4	S (Stray Cat)	05/25/2024		6 days.
S2024189	Charly	S (Stray Cat)	05/28/2024		6 days.
S2024197	Lacey	S (Stray Cat)	05/28/2024		6 days.
S2024190	Billie	S (Stray Cat)	05/28/2024		6 days.

S2024191	Cricket	S (Stray Cat)	05/28/2024			6 days.
S2024192	Maddie	S (Stray Cat)	05/28/2024	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		6 days.
S2024193	Jay	S (Stray Cat)	05/30/2024			4 days.
S2024194	Lil	S (Stray Cat)	05/30/2024			4 days.

Total Cat: 64

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2024142	Buffy-4	A (Stray Dog)	05/03/2024			4 weeks.
A2024139	Buffy-1	A (Stray Dog)	05/03/2024			4 weeks.
A2024140	Buffy-2	A (Stray Dog)	05/03/2024			4 weeks.
A2024141	Buffy-3	A (Stray Dog)	05/03/2024			4 weeks.
A2024143	Doc	A (Stray Dog)	05/07/2024			2 days.
A2024152	Diane	A (Stray Dog)	05/08/2024			1 week.
A2024150	Nolan	A (Stray Dog)	05/08/2024			1 week.
A2024149	Peter	A (Stray Dog)	05/08/2024			3 weeks.
A2024148	Jellybean	A (Stray Dog)	05/08/2024			1 day.
A2024151	Russell	A (Stray Dog)	05/08/2024			3 weeks.

A2024153	Major	A (Stray Dog)	05/09/2024		3 weeks.
A2024154	Boggy	A (Stray Dog)	05/10/2024		1 day.
A2024155	Tonks	A (Stray Dog)	05/11/2024		2 weeks.
A2024161	Granja-5	A (Stray Dog)	05/13/2024		2 days.
A2024159	Granja-3	A (Stray Dog)	05/13/2024		2 days.
A2024158	Granja-2	A (Stray Dog)	05/13/2024		2 days.
A2024157	Granja-1	A (Stray Dog)	05/13/2024		3 weeks.
A2024164	Granja-8	A (Stray Dog)	05/13/2024		2 days.
A2024156	Lizzy	A (Stray Dog)	05/13/2024		2 weeks.
A2024163	Granja-7	A (Stray Dog)	05/13/2024		2 days.
A2024160	Granja-4	A (Stray Dog)	05/13/2024		2 days.
A2024162	Granja-6	A (Stray Dog)	05/13/2024		2 days.
A2024165	Rocky	A (Stray Dog)	05/14/2024		3 days.
A2024168	Rock	A (Stray Dog)	05/16/2024		2 weeks.
A2024166	Jessica	A (Stray Dog)	05/16/2024		1 week.
A2024167	Fred	A (Stray Dog)	05/16/2024		2 weeks.

A2024167	Dash		05/16/2024		
A2024169	Dash	A (Stray Dog)	05/16/2024		2 weeks.
A2024170	Gin	A (Stray Dog)	05/20/2024		2 weeks.
A2024171	Zazu	A (Stray Dog)	05/20/2024	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440	2 weeks.
A2024172	Coke 1	A (Stray Dog)	05/21/2024		1 week.
A2024174	Coke 3	A (Stray Dog)	05/21/2024		1 week.
A2024177	Coke 6	A (Stray Dog)	05/21/2024		1 week.
A2024173	Coke 2	A (Stray Dog)	05/21/2024		1 week.
A2024176	Coke 5	A (Stray Dog)	05/21/2024		1 week.
A2024178	Nessa	A (Stray Dog)	05/21/2024	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440	2 days.
A2024175	Coke 4	A (Stray Dog)	05/21/2024		1 week.
A2024179	Chip	A (Stray Dog)	05/25/2024		1 week.
A2024182	Bartholomew	A (Stray Dog)	05/26/2024		1 week.
A2024180	Birdy	A (Stray Dog)	05/26/2024		1 week.
A2024181	Reeses	A (Stray Dog)	05/26/2024		5 days.
D2024011	Aries	D (Dog)	05/28/2024		0 days.

D2024012	Aziza	D (Dog)	05/28/2024			0 days.
A2024184	Attla	A (Stray Dog)	05/29/2024			2 days.
A2024185	lily	A (Stray Dog)	05/30/2024			0 days.
A2024187	Wisp	A (Stray Dog)	05/31/2024			0 days.

Total Dog: 45

Total animals: 109



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
06/17/2024 08:03:17

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD007205 PUnit: 551 JONES W	05/01/2024 9:11:23	ANIMAL COMPLAINT	1835 MATTHEW LOOP	S35 U	
CLPD24CAD007215 PUnit: 551 JONES W	05/01/2024 13:08:55	FOLLOW UP	500 W SAGAMORE AVE ER	1017 Z 42	
CLPD24CAD007217 PUnit: 551 JONES W	05/01/2024 13:24:40	ACO-SHELTER SERVICE	410 W ARROYO AVE	S80 U 42	
CLPD24CAD007225 PUnit: 551 JONES W	05/01/2024 19:47:59	ANIMAL COMPLAINT	608 E OSCEOLA AVE	S35 Z	
CLPD24CAD007803 PUnit: 552 COPPLER A BUnit1: 551	05/11/2024 14:10:47	ANIMAL COMPLAINT	255 N HACIENDA ST	S35 G	
CLPD24CAD007804 PUnit: 552 COPPLER A BUnit1: 551	05/11/2024 14:38:40	FOLLOW UP	665 N BRIDA ST	1017 Z 42	
CLPD24CAD007806 PUnit: 552 COPPLER A BUnit1: 551	05/11/2024 15:41:06	ANIMAL COMPLAINT	335 N FRONDA ST	S35 H	
CLPD24CAD007811 PUnit: 511 ESTIVERNE J BUnit1: 551	05/11/2024 17:56:41	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
CLPD24CAD007914 PUnit: 552 COPPLER A BUnit1: 551	05/13/2024 10:52:17	FOLLOW UP	120 N GRANJA ST	1017 Z 42	
CLPD24CAD007921 PUnit: 551 JONES W	05/13/2024 14:01:10	ACO-TRANSPORT	2600 KITTBUCK WAY	S35T Z 0	
CLPD24CAD007944 PUnit: 551 JONES W	05/14/2024 6:54:13	ANIMAL COMPLAINT	734 HARVEST LN	S35 Z	
CLPD24CAD007996 PUnit: 551 JONES W	05/15/2024 13:32:33	ACO-PATROL-CITY	E OBISPO AVE	S80 Z 42	
CLPD24CAD007997 PUnit: 552 COPPLER A BUnit1: 551	05/15/2024 13:44:58	ANIMAL COMPLAINT	255 N HACIENDA ST	S35 Z	
CLPD24CAD008002 PUnit: 551 JONES W	05/15/2024 17:29:01	ACO-PATROL-MONTURA	720 S JINETE ST	S80 Z 42	
CLPD24CAD008095 PUnit: 551 JONES W	05/17/2024 11:44:58	ACO-SHELTER SERVICE	410 W ARROYO AVE	S80 U 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
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06/17/2024 08:03:17

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD008207 PUnit: 551 JONES W	05/19/2024 14:12:01	ANIMAL COMPLAINT	500 S FRANCISCO ST 12	S35 Z	
CLPD24CAD008307 PUnit: 551 JONES W	05/21/2024 10:43:13	ANIMAL COMPLAINT	500 N FRANCISCO ST	S35 Z	
CLPD24CAD008310 PUnit: 551 JONES W	05/21/2024 14:33:45	ANIMAL COMPLAINT	SONORA AVE	S35 Z	
CLPD24CAD008318 PUnit: 551 JONES W	05/21/2024 19:58:08	ANIMAL COMPLAINT	225 N HACIENDA ST	S35 Z	
CLPD24CAD008327 PUnit: 552 COPPLER A BUnit1: 551	05/21/2024 21:56:44	FOLLOW UP	410 W ARROYO AVE	1017 Z 42	
CLPD24CAD008358 PUnit: 551 JONES W	05/22/2024 10:54:20	ACO-PATROL-CITY	500 N FRANCISCO ST	S35 Z 42	
CLPD24CAD008359 PUnit: 551 JONES W	05/22/2024 11:07:32	ANIMAL COMPLAINT	302 E CIRCLE DR	S35 Z	
CLPD24CAD008528 PUnit: 551 JONES W BUnit1: 552	05/25/2024 12:33:37	ANIMAL COMPLAINT	537 E TRINIDAD AVE	S35 Z	
CLPD24CAD008534 PUnit: 552 COPPLER A BUnit1: 551	05/25/2024 16:19:44	ANIMAL BITES	565 PERIMETER RD	S35B Z	
CLPD24CAD008663 PUnit: 551 JONES W BUnit1: 516	05/27/2024 20:57:30	SECURITY CHECK	410 W ARROYO AVE	S62 Z	
CLPD24CAD008761 PUnit: 551 JONES W	05/29/2024 11:29:57	ACO-PATROL-MONTURA	550 S ROMERO ST	S35 Z 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
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06/17/2024 08:03:53

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD007273 PUnit: 552 COPPLER A	05/02/2024 8:02:21	ANIMAL COMPLAINT	1026 LOUISIANA AVE	S35 Z	
CLPD24CAD007274 PUnit: 552 COPPLER A	05/02/2024 8:49:20	ACO-TRANSPORT	901 W VENTURA AVE	S35T Z 0	
CLPD24CAD007278 PUnit: 552 COPPLER A	05/02/2024 11:48:46	ANIMAL COMPLAINT	415 W OBISPO AVE	S35T Z	
CLPD24CAD007282 PUnit: 552 COPPLER A	05/02/2024 13:34:13	ANIMAL COMPLAINT	533 E VENTURA AVE	S35 U	
CLPD24CAD007283 PUnit: 552 COPPLER A	05/02/2024 13:43:01	ANIMAL COMPLAINT	1835 MATTHEW LOOP	S35 U	
CLPD24CAD007296 PUnit: 552 COPPLER A	05/02/2024 19:49:21	ANIMAL COMPLAINT	1026 LOUISIANA AVE	S35 K	
CLPD24CAD007370 PUnit: 552 COPPLER A	05/03/2024 7:50:22	ACO-PATROL-COUNTY	323 PINE LN	S80 Z 42	
CLPD24CAD007371 PUnit: 552 COPPLER A	05/03/2024 8:14:28	ACO-TRANSPORT	925 KINGS HWY	S35T Z 0	
CLPD24CAD007382 PUnit: 552 COPPLER A	05/03/2024 13:27:56	ACO-PATROL-CITY	417 W SAGAMORE AVE	S80 D 42	
CLPD24CAD007383 PUnit: 552 COPPLER A	05/03/2024 13:50:02	ANIMAL COMPLAINT	1835 MATTHEW LOOP	S35 U	
CLPD24CAD007384 PUnit: 552 COPPLER A	05/03/2024 15:07:26	ACO-PATROL-CITY	105 S CORONA STREET	S35 Z 42	
CLPD24CAD007395 PUnit: 552 COPPLER A	05/03/2024 19:20:39	ANIMAL BITES	500 W SAGAMORE AVE ER	S35B A	CLPD24OFF000234
CLPD24CAD007396 PUnit: 552 COPPLER A	05/03/2024 19:50:30	ACO-PATROL-CITY	W SUGARLAND CIR	S35 U 42	
CLPD24CAD007439 PUnit: 552 COPPLER A	05/04/2024 13:06:46	ANIMAL COMPLAINT	N QUEBRADA ST	S35 G	
CLPD24CAD007441 PUnit: 552 COPPLER A	05/04/2024 13:56:21	ACO-PATROL-CITY	HOOVER DIKE RD	S80 Z 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
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06/17/2024 08:03:54

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD007442 PUnit: 552 COPPLER A	05/04/2024 13:57:15	ACO-PATROL-CITY	901 N FRANCISCO ST	S80 Z 42	
CLPD24CAD007443 PUnit: 552 COPPLER A	05/04/2024 14:05:06	ACO-PATROL-CITY	162 ROYAL PALM AVE	S80 Z 42	
CLPD24CAD007444 PUnit: 552 COPPLER A	05/04/2024 14:05:52	ACO-PATROL-CITY	211 W OSCEOLA AVE	S80 Z 42	
CLPD24CAD007446 PUnit: 552 COPPLER A	05/04/2024 15:12:31	ANIMAL COMPLAINT	1850 OLD US HWY 27 29	S35 Z	
CLPD24CAD007449 PUnit: 552 COPPLER A	05/04/2024 16:30:50	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
CLPD24CAD007535 PUnit: 552 COPPLER A	05/06/2024 10:04:53	ACO-PATROL-CITY	1100 OLYMPIA ST	S80 Z 42	
CLPD24CAD007536 PUnit: 552 COPPLER A	05/06/2024 10:11:28	ACO-PATROL-CITY	115 W VENTURA AVE	S80 Z 42	
CLPD24CAD007537 PUnit: 552 COPPLER A	05/06/2024 10:37:25	ACO-PATROL-CITY	975 W SUGARLAND HWY	S80 Z 42	
CLPD24CAD007541 PUnit: 552 COPPLER A	05/06/2024 12:27:36	ACO-PATROL-MONTURA	512 BALD CYPRESS AVE	S80 F 42	
CLPD24CAD007544 PUnit: 552 COPPLER A	05/06/2024 13:33:23	FOLLOW UP	335 N FRONDA ST	S80 N 42	
CLPD24CAD007546 PUnit: 552 COPPLER A	05/06/2024 15:01:39	ACO-PATROL-CITY	205 W VENTURA AVE	S80 Z 42	
CLPD24CAD007547 PUnit: 552 COPPLER A	05/06/2024 15:23:27	ACO-PATROL-TWIN LKS	1010 E US HWY 27	S80 Z 42	
CLPD24CAD007617 PUnit: 552 COPPLER A	05/07/2024 12:41:38	ACO-PATROL-CITY	326 S W C OWEN AVE	S80 Z 42	
CLPD24CAD007661 PUnit: 552 COPPLER A	05/08/2024 10:23:01	ANIMAL COMPLAINT	1681 SASSY RD	S35 Z	
CLPD24CAD007662	05/08/2024 11:19:24	ACO-TRANSPORT	2600 KITTBUCK WAY	S35T Z 0	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
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06/17/2024 08:03:54

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 552 COPPLER A					
CLPD24CAD007665	05/08/2024 14:09:10	ANIMAL COMPLAINT	14195 CENTER AVE	S35 Z	
PUnit: 552 COPPLER A					
CLPD24CAD007667	05/08/2024 15:33:19	ACO-PATROL-MONTURA	255 N HACIENDA ST	S35 S 42	
PUnit: 552 COPPLER A					
CLPD24CAD007669	05/08/2024 18:03:10	ACO-SHELTER SERVICE	410 W ARROYO AVE	S35 Z 42	
PUnit: 552 COPPLER A					
CLPD24CAD007694	05/09/2024 7:42:24	ANIMAL COMPLAINT	1962 JOSHUA BLVD	S35 U	
PUnit: 552 COPPLER A					
CLPD24CAD007701	05/09/2024 11:41:06	ANIMAL COMPLAINT	255 N HACIENDA ST	S35 U	
PUnit: 552 COPPLER A					
CLPD24CAD007703	05/09/2024 12:11:18	ACO-PATROL-MONTURA	193 AVENIDA DEL CLUB	S35 G 42	
PUnit: 552 COPPLER A					
CLPD24CAD007704	05/09/2024 12:14:38	ACO-PATROL-MONTURA	635 N RIVERSIDE ST	S35 Z 42	
PUnit: 552 COPPLER A					
CLPD24CAD007710	05/09/2024 17:44:51	ACO-SHELTER SERVICE	410 W ARROYO AVE	S35 Z 42	
PUnit: 552 COPPLER A					
CLPD24CAD007719	05/09/2024 20:58:53	ANIMAL COMPLAINT	SAN LUIZ AVE	S35 G	
PUnit: 552 COPPLER A					
CLPD24CAD007746	05/10/2024 13:10:52	INFORMATION	901 W VENTURA AVE	S14 Z	
PUnit: 552 COPPLER A					
CLPD24CAD007803	05/11/2024 14:10:47	ANIMAL COMPLAINT	255 N HACIENDA ST	S35 G	
PUnit: 552 COPPLER A BUnit1: 551					
CLPD24CAD007804	05/11/2024 14:38:40	FOLLOW UP	665 N BRIDA ST	1017 Z 42	
PUnit: 552 COPPLER A BUnit1: 551					
CLPD24CAD007806	05/11/2024 15:41:06	ANIMAL COMPLAINT	335 N FRONDA ST	S35 H	
PUnit: 552 COPPLER A BUnit1: 551					
CLPD24CAD007859	05/12/2024 14:10:19	ANIMAL COMPLAINT	715 GUAVA ST	S35 O	
PUnit: 552 COPPLER A BUnit1: 505 BUnit2: 510					



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
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06/17/2024 08:03:54

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD007914 PUnit: 552 COPPLER A BUnit1: 551	05/13/2024 10:52:17	FOLLOW UP	120 N GRANJA ST	1017 Z 42	
CLPD24CAD007919 PUnit: 552 COPPLER A	05/13/2024 13:50:01	ACO-PATROL-CITY	HOOVER DIKE RD	S80 Z 42	
CLPD24CAD007920 PUnit: 552 COPPLER A	05/13/2024 13:50:35	ACO-PATROL-CITY	HOOVER DYKE RD	S80 Z 42	
CLPD24CAD007923 PUnit: 552 COPPLER A	05/13/2024 14:29:53	ANIMAL COMPLAINT	GEORGIA AVE	S35 Z	
CLPD24CAD007989 PUnit: 505 SCRUGGS DBUnit1: 507 BUnit2: 512 BUnit3: 532 BUnit4: 552	05/15/2024 8:48:59	SPECIAL DETAIL	700 WITT RD	S15 Z	
CLPD24CAD007995 PUnit: 552 COPPLER A	05/15/2024 13:15:28	CITIZEN ASSIST	5205 PIONEER 21ST ST	S17 D	
CLPD24CAD007997 PUnit: 552 COPPLER A BUnit1: 551	05/15/2024 13:44:58	ANIMAL COMPLAINT	255 N HACIENDA ST	S35 Z	
CLPD24CAD007998 PUnit: 552 COPPLER A	05/15/2024 14:19:36	FOLLOW UP	327 MONTURA AVE	1017 Z 42	
CLPD24CAD008056 PUnit: 552 COPPLER A	05/16/2024 10:02:48	ANIMAL COMPLAINT	1030 W SUGARLAND HWY	S35 G	
CLPD24CAD008061 PUnit: 552 COPPLER A	05/16/2024 12:06:10	ANIMAL COMPLAINT	845 N TREBOL ST	S35 Z	
CLPD24CAD008063 PUnit: 552 COPPLER A	05/16/2024 12:24:43	ACO-PATROL-COUNTY	255 N HACIENDA ST	S80 Z 42	
CLPD24CAD008066 PUnit: 552 COPPLER A	05/16/2024 14:30:46	ANIMAL COMPLAINT	700 HARLEM TENANTS CIR 811	S35 Z	
CLPD24CAD008085 PUnit: 552 COPPLER A	05/17/2024 7:09:07	ANIMAL COMPLAINT	1501 S FRANCISCO ST	S35 Z	
CLPD24CAD008091 PUnit: 552 COPPLER A	05/17/2024 10:38:22	ACO-PATROL-MONTURA	255 N HACIENDA ST	S80 Z 42	
CLPD24CAD008101 PUnit: 552 COPPLER A	05/17/2024 15:58:39	ACO-PATROL-MONTURA	255 N HACIENDA ST	S35 U 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
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06/17/2024 08:03:54

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD008232 PUnit: 552 COPPLER A	05/20/2024 1:35:44	ANIMAL COMPLAINT	18235 CR 833	S35 Z	
CLPD24CAD008250 PUnit: 552 COPPLER A	05/20/2024 14:04:33	ANIMAL COMPLAINT	HOOKERS POINT RD	S35 Z	
CLPD24CAD008253 PUnit: 552 COPPLER A	05/20/2024 16:34:46	ANIMAL COMPLAINT	327 MONTURA AVE	S35 K	
CLPD24CAD008327 PUnit: 552 COPPLER A BUnit1: 551	05/21/2024 21:56:44	FOLLOW UP	410 W ARROYO AVE	1017 Z 42	
CLPD24CAD008416 PUnit: 552 COPPLER A	05/23/2024 9:18:55	ACO-PATROL-CITY	437 W TRINIDAD AVE	S35 Z 42	
CLPD24CAD008528 PUnit: 551 JONES W BUnit1: 552	05/25/2024 12:33:37	ANIMAL COMPLAINT	537 E TRINIDAD AVE	S35 Z	
CLPD24CAD008534 PUnit: 552 COPPLER A BUnit1: 551	05/25/2024 16:19:44	ANIMAL BITES	565 PERIMETER RD	S35B Z	

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: 06/13/2024 15:02:48
Report Date From: 05/01/2024
Report Date To: 05/31/2024
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

		May 2024	Total
911	Inbound	909	909
	Abandoned	180	180
	Abandoned %	16.53%	16.53%
	Unparsed	0	0
	Total	1,089	1,089
	Avg Call Duration	55.5	55.5
	Total	1,089	1,089

PSAP Ring Time

Clewiston PD
4425 West State Road 80
La Belle, FL 33935

County: Hendry

Month - Year: May 2024
Agency Affiliation: Police
PSAP Size: Extra Large

Report Date: 06/13/2024 15:04:27
Report Date From: 05/01/2024
Report Date To: 05/31/2024
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	21	0	0	0	0	0	0	21	79.0	100.00 %	100.00 %	100.00 %	100.00 %
01:00	20	2	0	0	0	0	0	22	59.2	90.91 %	100.00 %	100.00 %	100.00 %
02:00	13	0	0	0	0	0	0	13	71.5	100.00 %	100.00 %	100.00 %	100.00 %
03:00	23	0	0	1	0	0	0	24	51.0	95.83 %	95.83 %	95.83 %	100.00 %
04:00	22	0	0	0	0	0	0	22	47.9	100.00 %	100.00 %	100.00 %	100.00 %
05:00	15	0	0	0	0	0	0	15	50.1	100.00 %	100.00 %	100.00 %	100.00 %
06:00	40	0	0	0	0	0	0	40	46.0	100.00 %	100.00 %	100.00 %	100.00 %
07:00	45	0	0	1	0	0	0	46	46.3	97.83 %	97.83 %	97.83 %	100.00 %
08:00	28	1	0	0	0	0	0	27	61.5	96.30 %	100.00 %	100.00 %	100.00 %
09:00	45	0	1	0	0	0	0	46	59.7	97.83 %	97.83 %	100.00 %	100.00 %
10:00	45	2	2	0	0	0	0	49	45.5	91.04 %	95.92 %	100.00 %	100.00 %
11:00	48	2	0	0	0	0	0	50	44.7	96.00 %	100.00 %	100.00 %	100.00 %
12:00	40	2	0	0	0	0	0	42	62.2	95.24 %	100.00 %	100.00 %	100.00 %
13:00	45	5	0	1	0	0	0	51	53.5	88.24 %	98.04 %	96.04 %	100.00 %
14:00	62	3	1	1	0	0	0	67	47.7	92.54 %	97.01 %	96.51 %	100.00 %
15:00	76	7	0	0	0	0	0	83	55.5	91.57 %	100.00 %	100.00 %	100.00 %
16:00	80	6	1	1	0	0	0	88	103.8	90.91 %	97.73 %	96.86 %	100.00 %
17:00	65	7	1	0	0	0	0	73	39.0	89.04 %	98.63 %	100.00 %	100.00 %
18:00	47	10	3	1	0	0	0	61	41.3	77.05 %	93.44 %	96.36 %	100.00 %
19:00	59	2	1	1	0	0	0	63	48.3	93.65 %	96.83 %	98.41 %	100.00 %
20:00	59	3	2	0	0	0	0	64	46.8	92.19 %	96.88 %	100.00 %	100.00 %
21:00	58	1	0	1	0	0	0	60	59.2	96.67 %	98.33 %	96.33 %	100.00 %
22:00	33	3	0	1	0	0	0	37	54.0	89.19 %	97.30 %	97.30 %	100.00 %
23:00	25	0	0	0	0	0	0	25	54.8	100.00 %	100.00 %	100.00 %	100.00 %
Total:	1,012	56	12	9	0	0	0	1,089	55.5	92.93 %	98.07 %	99.17 %	100.00 %
Overall %:	92.93%	5.14%	1.10%	0.83%	0.00%	0.00%	0.00%						



CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE THOMAS LEWIS

Call Type Summary

Date Range: between 5/1/2024 and 5/31/2024

Call Type

-ABANDONED VEHICLE	-FOLLOW UP	-RESIDENCE CHECK
-ALARM	-FOR RECORDING DCF INTAKE REPORTS OF ABUSE	-RIOT
-ANIMAL BITE	-FORGERY / FRAUD	-ROAD OBSTRUCTION
-ANIMAL COMPLAINT	-FOUND/ CONFISCATED NARCOTICS	-ROBBERY
-ANIMAL TRANSPORT	-FUNERAL ESCORT	-SCHOOL CROSSING
-ARMED	-GANG RELATED INCIDENT	-SEARCH WARRANT
-ARSON	-GAS DRIVE OFF	-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

Call Type	# of Calls	Total Time	Average Time
ALARM	19	08 hours 60 mins	00 hours 28 mins
ANIMAL BITE	2	01 hours 39 mins	00 hours 49 mins
ANIMAL COMPLAINT	49	21 hours 45 mins	00 hours 27 mins
ANIMAL TRANSPORT	5	09 hours 13 mins	01 hours 51 mins
ASSAULT	1	00 hours 31 mins	00 hours 31 mins
ASSIST OTHER AGENCY	38	14 hours 43 mins	00 hours 23 mins
BAKER/MARCHMAN ACT	1	01 hours 17 mins	01 hours 17 mins
BATTERY	3	02 hours 49 mins	00 hours 56 mins
BURGLARY TO A BUSINESS	1	03 hours 24 mins	03 hours 24 mins
BURGLARY TO A RESIDENCE	1	02 hours 5 mins	02 hours 5 mins
BURGLARY TO A VEHICLE	2	01 hours 41 mins	00 hours 50 mins
BUSINESS CHECK	662	41 hours 1 mins	00 hours 4 mins
BUSINESS ESCORT	34	11 hours 34 mins	00 hours 20 mins
CITIZEN ASSIST	56	30 hours 34 mins	00 hours 33 mins
CITY ORDINANCE VIOLATION	3	01 hours 26 mins	00 hours 29 mins
CIVIL MATTER	3	01 hours 17 mins	00 hours 26 mins
CRIMINAL MISCHIEF	3	01 hours 27 mins	00 hours 29 mins
DECEASED PERSON	1	01 hours 49 mins	01 hours 49 mins
DISTURBANCE	14	06 hours 7 mins	00 hours 26 mins
DOMESTIC DISTURBANCE	1	01 hours 19 mins	01 hours 19 mins
DRUG CASE	1	02 hours 48 mins	02 hours 48 mins
DRUNK DRIVER	1	01 hours 25 mins	01 hours 25 mins
DRUNK PEDESTRIAN	2	03 hours 25 mins	01 hours 43 mins
ELECTRICAL FIRE	1	00 hours 16 mins	00 hours 16 mins

Call Type Summary

Date Range: between 5/1/2024 and 5/31/2024

Call Type	# of Calls	Total Time	Average Time
FIGHT /AFFRAY	2	03 hours 19 mins	01 hours 39 mins
FOLLOW UP	21	13 hours 46 mins	00 hours 39 mins
FOR RECORDING DCF INTAKE REPORTS OF ABUSE	1	01 hours 29 mins	01 hours 29 mins
FORGERY / FRAUD	3	00 hours 58 mins	00 hours 19 mins
FUNERAL ESCORT	1	00 hours 15 mins	00 hours 15 mins
HARRASSING PHONE CALLS	2	00 hours 32 mins	00 hours 16 mins
HIT AND RUN ACCIDENT	5	115 hours 54 mins	23 hours 11 mins
ILLEGAL DUMPING	1	00 hours 49 mins	00 hours 49 mins
INFORMATION	42	43 hours 26 mins	01 hours 2 mins
JUVENILE SITUATION	12	05 hours 13 mins	00 hours 26 mins
LEGAL ADVICE	8	03 hours 30 mins	00 hours 26 mins
LOST/ FOUND PROPERTY	6	02 hours 16 mins	00 hours 23 mins
NOISE COMPLAINT	12	01 hours 12 mins	00 hours 5 mins
OTHER NOT LISTED	23	11 hours 39 mins	00 hours 30 mins
PARKING VIOLATION	11	05 hours 6 mins	00 hours 28 mins
PRISONER TRANSPORT	11	08 hours 45 mins	00 hours 48 mins
RECKLESS DRIVER	7	01 hours 11 mins	00 hours 10 mins
REPOSSESSION	2	00 hours 4 mins	00 hours 2 mins
RESIDENCE CHECK	318	02 hours 9 mins	00 hours 0 mins
ROAD OBSTRUCTION	5	02 hours 3 mins	00 hours 25 mins
SECURITY CHECK	13	01 hours 52 mins	00 hours 9 mins
SICK PERSON/AMBULANCE	16	04 hours 31 mins	00 hours 17 mins
SMOKE	1	00 hours 17 mins	00 hours 17 mins
SPECIAL DETAIL	4	40 hours 10 mins	10 hours 3 mins
STALKING	1	00 hours 24 mins	00 hours 24 mins
STOLEN VEHICLE	1	01 hours 53 mins	01 hours 53 mins
SUSPICIOUS INCIDENT	6	00 hours 48 mins	00 hours 7 mins
SUSPICIOUS PERSON	13	03 hours 59 mins	00 hours 18 mins
SUSPICIOUS VEHICLE	28	01 hours 60 mins	00 hours 4 mins
TEST CAD CALL	1	N/A	N/A
THEFT	1	01 hours 27 mins	01 hours 27 mins
THEFT FROM A BUSINESS	1	00 hours 6 mins	00 hours 6 mins
TRAFFIC PROBLEM	2	00 hours 25 mins	00 hours 12 mins
TRAFFIC STOP	112	10 hours 11 mins	00 hours 6 mins
TRESPASSING	9	04 hours 54 mins	00 hours 33 mins
UNVERIFIED 911	13	02 hours 25 mins	00 hours 11 mins
UNWANTED GUEST	8	03 hours 2 mins	00 hours 23 mins
VEHICLE ACCIDENT	25	21 hours 6 mins	00 hours 51 mins
WARRANT	4	02 hours 30 mins	00 hours 38 mins
WELFARE CHECK	15	03 hours 33 mins	00 hours 14 mins