

CITY OF CLEWISTON

CITY COMMISSION WORKSHOP/SPECIAL MEETING AGENDA

July 31, 2025, at 2:00 PM

City Hall Commission Chambers – 115 W Ventura Ave

Commission:

James Pittman, Mayor
Hilary Hyslope, Vice Mayor
Mali Gardner, Commissioner
Barbara Edmonds, Commissioner
Jason Williams II, Commissioner

Administration:

City Manager, Danny Williams
City Attorney, Kaylee Tuck
City Clerk, Lakisha Burch, MSOL, MMC

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in the City of Clewiston. Civility is practiced at all City meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, City Hall is wheelchair accessible and accessible parking spaces are available. Please contact the City Clerk's office at (863) 983-1484, extension 105, or email lakisha.burch@clewiston-fl.gov for information or assistance.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. City Commission Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. An unsworn comment will be given its appropriate weight by the City Commission.

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

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, noncontroversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any City Commission Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a City Commission Member, or by any member of the public desiring it to be heard, without a motion.

CITY COMMISSIONER AGENDA ITEMS

CALL TO ORDER

PRAYER AND PLEDGE OF ALLEGIANCE

ROLL CALL

ADDITIONS, DELETIONS, MODIFICATIONS

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

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

REGULAR AGENDA

1. Consideration of **Resolution No. 2025-29** approving the agreement between the Hunting National Bank and the City of Clewiston Golf Course for 3 pieces of equipment.
2. Consideration of **Resolution No. 2025-30** approving the Woodard and Curran agreement.

DISCUSSION

3. Discuss and direct staff on how to proceed with Commercial Modulares.
4. Discuss and direct on how to proceed regarding amending the ordinance on Storage on Private Property.
5. Discuss and direct on how to proceed regarding short term rentals.

CITY STAFF COMMENTS

[City](#) Manager

[City](#) Attorney

City Staff

CITY COMMISSION COMMENTS

[Commissioner](#) Barbara Edmonds

[Commissioner](#) Mila Gardner

[Commissioner](#) Jason Williams II

[Vice](#) Mayor Hilary Hyslope

[Mayor](#) James Pittman

ADJOURNMENT

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



Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Ashly Sergent, HR/Recreation Director

VIA: Danny Williams, City Manager

DATE: July 30, 2025

SUBJECT: Consideration of *Resolution 2025-29* approving Huntington National Bank Leasing Agreement.

Background:

The Golf Course needs 3 new pieces of golf equipment.

Financial Impact:

Attachments:

- a. Resolution No. 2025-29
- b. Leasing Agreement

Recommendations:

Staff recommend approval of ***Resolution No. 2025-29*** approving Huntington National Bank Leasing Agreement.

CITY OF CLEWISTON
RESOLUTION NO. 2025-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 20000029337 DATED APRIL 11, 2025 (THE “LEASE”), BETWEEN CITY OF CLEWISTON DBA CLEWISTON GOLF COURSE, 1201 SAN LUIZ AVENUE, CLEWISTON, HENDRY, FL, 33440-4118 AND THE HUNTINGTON NATIONAL BANK, 11100 WAYZATA, MN, 55305; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE

WHEREAS, the City of Clewiston DBA Clewiston Golf Course, (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of FL; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, the Huntington National Bank, (the “Lessor”) shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation of indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

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

Section 1: The Lease, in substantially the form as presently before the governing body of the Lessee, are hereby approved, and the authorized agents of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2: The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the

intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3: The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee with the meaning of the Constitution and laws of the State of Florida.

Section 4: All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5: This resolution shall take effect immediately upon its adoption and approval.

Commissioner _____ offered the foregoing resolution.
Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
JAMES PITTMAN, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HILLARY HYSLOPE, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARBARA EDMONDS, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MALI GARDNER, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JASON WILLIAMS, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED by the City Commission of the City of Clewiston this ____ day of _____, 2025.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney



**FLORIDA ADDENDUM
TO MASTER LEASE NO. MLA29337 Dated April 11, 2025**

LESSOR: **The Huntington National Bank**

LESSEE: **City of Clewiston DBA Clewiston Golf Course**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Master Lease No. MLA29337 (together with all Exhibits and Attachments and this Addendum, the "Master Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Master Lease and that the following changes and additions shall be made to the Master Lease:

1. Section 3 of the Master Lease is hereby amended by adding the following sentence to the end of said Section:

Lessor and Lessee understand and intend that Lessee's obligation to pay Rent Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of Lessee's ad valorem tax revenues, funds or moneys. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rent Payments cannot be compelled.

2. IF LESSEE IS A CITY, Lessee represents and covenants that (a) if the Initial Term with respect to any Lease is greater than five years, Rent Payments under such Lease will be payable from sources other than ad valorem taxes, and (b) each Lease has been approved by Lessee's Board of City Commissioners prior to the Commencement Date of such Lease.

3. Additional Provisions:

- Nothing in this Master Lease shall be deemed or construed in any manner as a waiver of any privilege, immunity, limits of liability or other protections which are provided or available to Lessee under the doctrine of sovereign immunity or the limitations of liability as provided by Section 768.28, Florida Statutes and nothing in this Lease shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or operation of law.
- Lessor hereby certifies that at the time of entering into this Master Lease, and any amendments hereto, and throughout the duration of the Master Lease term:
 - Neither Lessor nor any of its affiliates have been placed on the convicted vendor list following conviction of a public entity crime pursuant to Section 287.133, Florida Statutes.
 - Neither Lessor nor any of its affiliates have been placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.

Lessor is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, pursuant to Section 287.135, Florida Statutes. Lessee may terminate this Master Lease if Lessor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to Section 287.135(3)(b), Florida Statutes.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Master Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor The Huntington National Bank By: _____ Title: _____

Lessee City of Clewiston DBA Clewiston Golf Course
By: _____ Danny Williams, City Manager

The "Master Lease": Master Lease Number MLA29337 Dated April 11, 2025
"Lessee"
City of Clewiston DBA Clewiston Golf Course, 1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118
E-mail: robbie.rush@clewiston-fl.gov
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305
E-mail: EFCustomerService@huntington.com

Master Lease Terms and Conditions

1. LEASE. Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. TERM. The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be a date designated by Lessor based on the date that the final Item thereunder is delivered to and accepted by Lessee. The term of this Lease may be extended as provided in the applicable Schedule.

3. PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law.

Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. USE; REPAIRS. Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. RETURN. Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter.

reels. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. If the Equipment financed is Golf Cars or Golf Carts, the Return Condition Standards are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. DISCLAIMERS. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. INDEMNITY. To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or

negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. LOSS. Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. INSURANCE. With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. DEFAULT. Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. REMEDIES. At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses

incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. NON-CANCELABLE, UNCONDITIONAL OBLIGATION. This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations

in each budget submitted to obtain applicable appropriation approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS. Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY). At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.

18. MISCELLANEOUS. This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any document or agreement shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. This Lease and related documents may be electronically copied and/or delivered by electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original ink or electronic signature; provided that if the "Paper Out" process shall have occurred, then the "Paper Out" printed version of the Schedule bearing the legend "Original" shall constitute the sole chattel paper original. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Document shall be unconditionally valid and legally enforceable, and therefore, agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancelation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents.

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	City of Clewiston DBA Clewiston Golf Course	By: _____	Danny Williams, City Manager



TURF EQUIPMENT SCHEDULE (FAIR MARKET VALUE PURCHASE OPTION)

The "Lease": Equipment Schedule Number 20000029337 Dated April 11, 2025 to Master Lease Number MLA29337 Dated April 11, 2025	
"Lessee": City of Clewiston DBA Clewiston Golf Course, 1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118	
Contact:	Phone: 863-983-1448
"Lessor": The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	48 Months	MONTHLY	\$3,460.83 plus applicable taxes ¹	\$0.00 For Installment(s): N/A	N/A	N/A

¹ The Rent Payment does not include "up-front" sales or use taxes that may be imposed and due at the inception of the Lease. See Section 7 below.

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):

MAXIMUM HOURS:

See Exhibit A: See Exhibit A attached hereto and made a part hereof.	600/Year
---	-----------------

Each Rent Payment shall be payable in arrears commencing on the date that is one Rent Payment Period after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.
- Lessee acknowledges that the Rent Payment does not include any "up-front" sales or use taxes (due at Lease inception) that Lessee elects to finance in conjunction with other financing under this Lease ("Financed Taxes"). If applicable, Lessor will adjust the Rent Payment amount to include the Financed Taxes (inclusive of any applicable fees), and such adjustment will be calculated by amortizing the Financed Taxes over the term of the Lease using the same yield used for calculation of Rent

Internal Use

Payments (or as reasonably determined by Lessor). The adjusted Rent Payment shall be due and paid by Lessee in accordance with this Lease, and any reference to taxes, Rent Payment, and payment obligations under the Lease shall include Financed Taxes unless otherwise specified.

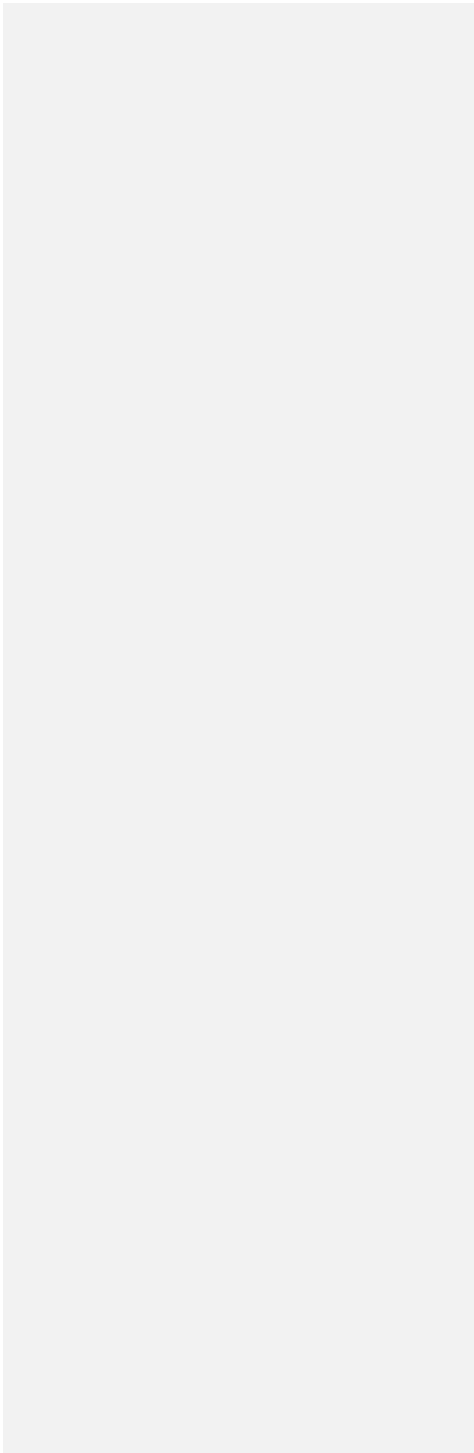
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Page 1 of 2

Internal Use

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	City of Clewiston DBA Clewiston Golf Course	By: _____	Danny Williams, City Manager

Internal Use



Internal Use

**EXHIBIT A**

"Contract": Lease Number 20000029337 dated April 11, 2025
"Lessee"
City of Clewiston DBA Clewiston Golf Course, 1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd Ste 700, Minnetonka, Hennepin, MN, 55305-5517

This Exhibit A is attached to and made a part of the Contract referenced above, between the above-referenced Lessor and the above-referenced Lessee. All capitalized terms not otherwise defined in this Exhibit A shall have the meanings assigned in the Contract.

Description and Location of Equipment, Personal Property, Services, and/or Software (the "Collateral") that is being financed pursuant to the Contract:

Quantity	Description (including features)	Location
1	Toro Reelmaster 5510-D	1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118
1	Toro Groundsmaster 1200	1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118
1	Toro Greensmaster 3320	1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118

Lessor	The Huntington National Bank	By: _____	Title: _____
Lessee	City of Clewiston DBA Clewiston Golf Course	By: _____	Danny Williams, City Manager

Internal Use



CERTIFICATE OF INCUMBENCY
LEASE NO. 20000029337
DATED AS OF April 11, 2025

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Clewiston DBA Clewiston Golf Course (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of FL, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



The "Contract": Lease Number 20000029337 dated April 11, 2025
"Lessee"
City of Clewiston DBA Clewiston Golf Course, 1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

Equipment Description and Location:

Description (including features)	Location
See Exhibit A attached hereto and made a part hereof.	See Exhibit A

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)
If Lessor requires ACH, the box will automatically be checked.

Billing Address: 1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118

- ☐ If billing address is different than above, list the correct billing address: _____
- ☐ Billing Email Address: If Different, Enter Correct Email Address: _____
- ☐ For this contract only ☐ All contracts

Equipment Location and Vehicle Titling Location:

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: _____
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
- ☐ Exempt from sales and use tax, for the following reason: _____
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

Acknowledged by:

Lessee City of Clewiston DBA Clewiston Golf Course By: _____ Danny Williams, City Manager



Date of Invoice:

04/11/2025

Application Number:

APP-0000029337

Contract Number:

20000029337

To: City of Clewiston DBA Clewiston Golf Course
1201 San Luiz Ave
Clewiston, FL 33440-4118

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax*	Other	Amount
Beginning Payments in Advance	\$0.00			\$0.00
Last Payment in Advance	\$0.00			\$0.00

Sub Total	\$0.00
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Other Fees/Charges

DOCUMENTATION FEE	\$300.00
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Other Fees/Charges Sub Total	\$ 300.00
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Invoice Total Due

Invoice Total Due	\$ 300.00
--------------------------	------------------

Remit To: The Huntington National Bank
11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

* By initialing below we authorize a one-time automatic electronic payment for the Advance Payment plus applicable rental taxes and fees as noted on Contract #20000029337

_____ Initials

**DELIVERY AND ACCEPTANCE CERTIFICATE**

The "Lease": Equipment Schedule Number 20000029337 Dated April 11, 2025 to Master Lease Number MLA29337 Dated April 11, 2025
"Lessee"
City of Clewiston DBA Clewiston Golf Course, 1201 San Luiz Ave, Clewiston, Hendry, FL, 33440-4118
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Ste 700, Minnetonka, MN, 55305

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

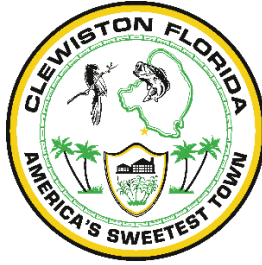
Acceptance Date: _____

Lessee

City of Clewiston DBA Clewiston Golf
Course

By: _____

Danny Williams, City Manager



Agenda Item Memorandum

TO: City Commission of the City of Clewiston

FROM: Lakisha Burch, City Clerk

VIA: Danny Williams, City Manager

DATE: July 30, 2025

SUBJECT: Consideration of *Resolution 2025-30* approving Woodard and Curran Agreement

Background:

Staff request that the City Commission approve the piggyback agreement between Woodard and Curran and the City of Clewiston to provide for operation and maintenance of the wastewater treatment facility, wastewater collection system and any other duties that fall under the contract.

Attachments:

- a. Resolution No. 2025-30
- b. Exhibit "A"
- c. Agreement to Piggyback Contract

Recommendations:

Staff recommend approval of ***Resolution No. 2025-30*** approving Woodard and Curran Agreement.

CITY OF CLEWISTON

RESOLUTION NO. 2025-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING A PIGGYBACK CONTRACT BETWEEN THE CITY AND WOODARD AND CURRAN, INC., UTILIZING THE CITY OF BUSHNELL CONTRACT WITH WOODARD AND CURRAN FOR OPERATIONS AND MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

WHEREAS, the City of Clewiston is the owner of a wastewater treatment facility, wastewater collection system, and a water treatment plant, distribution system and water and electric meter reading system; and

WHEREAS, Woodard and Curran, has an existing contract under the City of Bushnell, Florida effective February 17, 2025, see attached “Exhibit A, “that the City of Clewiston is seeking to piggyback for the operation and maintenance of the wastewater treatment facility, and wastewater collection system; and

WHEREAS, the city finds it in the City’s best interest to enter into an agreement to the contract between Woodard & Curran and the City of Clewiston, Florida (a political subdivision of the State of Florida), see attached “Exhibit B”,

WHEREAS, the city is authorized by law to enter into this agreement.

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

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Clewiston, Florida hereby authorizes the City to use the piggyback contract referenced above for the purpose which is specified in this Resolution and authorizes the mayor or his designee and the City Clerk, as attesting witness, on behalf of the City to enter into the agreement.

Section 3: This resolution shall take effect immediately upon adoption.

Commissioner _____ offered the foregoing resolution.
Commissioner _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Aye Nay Absent

JAMES PITTMAN, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HILLARY HYSLOPE, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARBARA EDMONDS, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MALI GARDNER, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JASON WILLIAMS, COMMISSIONER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED by the City Commission of the City of Clewiston
this ____ day of _____, 2025.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Lakisha Burch, City Clerk

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Kaylee Tuck, City Attorney

PROPRIETARY & CONFIDENTIAL



Operations and Maintenance Agreement

Dated:

February 17, 2025

City of Bushnell, Florida

And

Woodard & Curran, Inc.

Contract Operations and Maintenance Agreement

This Operations and Maintenance Agreement is hereby entered on the date set forth below between Woodard & Curran, Inc. ("W&C"), a Maine corporation, whose Principal Place of Business is based at ,12 Mountfort Street, Portland, ME 04101, Tax I.D. No. 01-0363222, and the City of Bushnell, FL, (the "Client"), whose address is 117 E Joe. P. Strickland Jr. Ave., Bushnell, FL. 33513 and its successors and assigns.

RECITALS

WHEREAS, the Client is the owner of a wastewater treatment facility, wastewater collection system and twenty-two lift stations, a water treatment plant, distribution system and water and electric meter reading system, water meter repair/replacement program, FOG Program, IPP Program, Backflow Prevention Program (referred to herein as the ("Utility" or "Utilities") that is described in Exhibit A to this Agreement.

WHEREAS the Client desires to engage W&C to operate and maintain the Utilities on behalf of the Client and W&C desires to accept such engagement, all upon the terms and conditions hereafter set forth.

WHEREAS the Client is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - RESPONSIBILITIES OF WOODARD & CURRAN

1.01 Commencing on April 1, 2025, or such other mutually acceptable date agreed to in writing between W&C and the Client (the "Effective Date"), W&C will provide all routine operation and maintenance of the Client's Utilities as described in Exhibit B of the Agreement on a seven day per week basis within the design capabilities of the Utilities (hereinafter "Scope of Services"). Woodard & Curran will sub-contract maintenance activities for the Utilities to Purified Water Services (PWS). Upon City approval of monthly Utility Services (including preventive and/or corrective maintenance activities), W&C will issue PWS a purchase order to perform said work. Upon satisfactory completion of said, approved by either a City inspector or W&C inspector, PWS will submit an invoice to W&C. W&C will include PWS invoice(s) on our monthly invoice to the City. Design Data is provided in Exhibit A to this Agreement, entitled, "Design Capabilities for Treatment Utilities."

1.02 W&C shall communicate with the designated Client liaison, as described in Article 2.01(g) of this Agreement, regarding decisions and other matters related to the operation of the Utilities. In addition, W&C shall assist the Client with respect to Client's reporting obligations to regulatory agencies in matters related to the operation of the Utilities.

1.03 W&C shall offer existing full-time employees currently assigned to the Utilities employment with W&C conditioned upon passing a background check and screening as required by all W&C personnel. This offer shall be communicated to employees at least thirty (30) days prior to the start date. Upon employee confirming their willingness to accept this offer they will receive an employment package. Upon full compliance with the said package, employees will be issued an employment letter for their review and signature.

1.04 Additional operation and maintenance services not considered routine (as listed in Exhibit B of the Agreement), or which are required as a result of an "Act of God" or force majeure, including but not limited to flood, abnormal weather conditions, natural catastrophes, fire, civil disturbance, pandemics, terrorism, interruption of electric or other Utilities service, supply chain disruption, equipment failure or equipment deficiency due to design defect or failure of Client to make necessary investments in the equipment, or any other reason beyond W&C's control ("Force Majeure"), are not covered within the scope of this Agreement and W&C shall be excused from any performance due to Force Majeure. If requested and practicable, W&C will assist the Client in obtaining or providing the operation and maintenance as required within a reasonable time limit and W&C will be paid for such additional assistance under an equitable adjustment that is calculated in accordance with Article III, Compensation. W&C shall make reasonable efforts to secure the Utilities at appropriate times, within the limits of the security devices provided by the Client, to protect against vandalism and intrusion. To the extent possible, W&C shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of Client with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. W&C shall rely on Client's security and public safety staff for ultimate control and responsibility for the security of property and equipment. As long as W&C takes such measures, it shall not be held responsible for any claims, damages, injuries, losses, or costs due to or resulting from a security incident caused by the Client or any third parties.

ARTICLE II - RESPONSIBILITIES OF THE CLIENT

2.01 As part of this Agreement, the Client agrees to assume the following responsibilities:

- (a) Client shall maintain in full force and effect, in accordance with its respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to the Client as Owner of the Utilities and component parts thereof.
- (b) The Client will be responsible for payment of capital costs as described in this Agreement and in Exhibit B. The Client shall also be responsible for expenditures for any capital repairs or replacement required as the result of W&C health & safety and cyber-security inspections/audits. W&C will provide justification and review of the related factors for such expenditure. W&C has included \$6,750 in our transition budget to meet existing safety needs.
- (c) Client shall be responsible for any and all claims, costs, losses, and damages associated with sewer line or water line breaks in the system.
- (d) Client shall at all times provide access to the Utilities for W&C, its agents and employees and shall assure that security and public safety officials responsible for the community and area coordinate their activities and patrols to protect personnel and property on-site.
- (e) The Client shall provide W&C with the use of all existing equipment and associated parts owned by the Client, necessary for the operation and maintenance of the Utilities. Client shall provide for W&C's exclusive use of all vehicles and provide all registrations and licenses for the Client's vehicles used in connection with the Utilities.

- (f) Client shall be responsible for damage and liability to the Utilities or components thereof and public health caused by flood, fire, Acts of God or other Force Majeure, civil disturbance, pandemics, terrorism, or misuse of property.
- (g) Client shall be responsible for all fines imposed for process upsets and violations of wastewater quality standards attributable to the operation and maintenance of the Utilities to the extent outside W&C's responsibility as set forth in Section 8.03.
- (h) Client shall designate an individual to function as authorized representative overseeing W&C in connection with the performance of services by W&C under this Agreement.
- (i) Client shall provide all criteria and full information as to the Client's requirements for W&C's services, including without limitation, objectives, constraints, standards, or budgets including any limitations thereof.
- (j) Client shall give prompt written notice to W&C whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of W&C's services or any failure of W&C to perform in accordance with the terms and conditions of the Agreement; and
- (k) Client shall be responsible for all fines imposed by OSHA for any capital repairs or replacements related to health & safety not made in accordance with subsection (b) of this Article 2.01.

2.02 Client will purchase and maintain at its sole expense commercial general liability, property and structure liability, and flood and fire insurance policies, including premises and extended coverage, including coverage for vandalism and malicious mischief for the full and insurable value of the Utilities and for bodily injury or death to the Client's or W&C's employees, or Client's agents or invitees; and cyber risk insurance. In addition, the Client will name W&C as additionally insured on the above policies and the Client's policies shall be primary and noncontributory. Client waives all of its' and its' carriers' rights against W&C for bodily injury, death, or property damages to the extent covered by the insurance maintained by the Client pursuant to this Article or other applicable insurance. This waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

2.03 Client agrees to compensate W&C in a timely way as provided in Article III, Compensation.

ARTICLE III - COMPENSATION

3.01 Compensation to W&C for services performed shall be the Cost-Plus-Fixed Fee Method as defined and indicated herein.

3.02 Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on, and W&C shall be paid, reimbursement of actual undisputed costs incurred by W&C in its performance of the work and services pursuant thereto, (hereinafter referred to as "Reimbursable Costs"), plus a Fixed Fee of eight (8) percent as defined herein. Client shall provide W&C with notice of any invoiced costs that it disputes within fifteen (15) days of receipt of an invoice; otherwise, the costs shall be deemed accepted by the Client and subject to payment under the terms set forth herein.

3.02.1 Reimbursable Costs shall be Direct Salary & Benefits, Overhead Costs, Chemical Costs, Sludge Disposal, Maintenance and Repair Costs, Equipment Costs, Materials and Supplies Costs, and Miscellaneous Operating Costs as are defined in the table in Exhibit C – Woodard & Curran Pricing Approach.

3.02.2 As compensation for the Reimbursable Costs for the first year of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C in equal monthly payments in accordance with the table in Exhibit C, commencing with the Effective Date as set forth in Article I Section 1.01 above for total Reimbursable Costs related to the Utilities. The detailed budgetary breakdown associated with the Reimbursable Costs is found on the table in Exhibit C.

3.03 The Client shall also pay W&C a Fixed Fee, as set forth in the approved Annual Budget related to the Utilities. The Fixed Fee shall be eight percent (8%) of the sum of the Reimbursable Costs plus any additional cost's payable to W&C hereunder ("Fixed Fee"). The Fixed Fee budget is outlined in Exhibit C and is subject to review or modification as otherwise provided in this Agreement. As compensation for the Fixed Fee for the first year of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C in equal monthly payments as shown in Exhibit C, commencing with the Effective Date for the total Fixed Fee related to the Utilities.

3.03.1 The monthly compensation for Reimbursable Costs and Fixed Fee will be billed at the beginning of the month for which it is due. The Client will have thirty (30) days from the date of the invoice in which to pay W&C. Overdue payments shall accrue interest at the then current prime rate plus two (2%) percent per annum on the unpaid balance. In the event that W&C is compelled to take action to collect past due payments, the Client will reimburse W&C for all costs and expenses of collection including, without limitation, all court costs and reasonable attorneys' fees and costs.

3.04 At the end of each annual period, W&C shall reconcile with the Client actual costs versus budget. In the event there is a cost savings, W&C shall reimburse 100% of the savings to the Client plus the assigned 8% Fixed Fee. In the event costs exceed budget, the Client shall reimburse W&C 100% plus the 8% Fixed Fee assigned. This budget reconciliation shall occur within 90 days of the end of each annual period.

3.05 Annual Adjustments. By the Effective Date of this Agreement and by each year thereafter, an estimated annual budget, including all costs will be negotiated ("Annual Budget"). Negotiations shall begin and an initial budget shall be submitted by July of each year and finalized by September of each year of the contract. This method will enable Client and W&C to evaluate any deficiencies and/or changes in the Scope of Services to establish the new Annual Budget in each successive year of the Agreement. If negotiations have not been completed prior to a contract year, the Annual Budget should be set at one hundred percent (100%) of the previous Annual Budget on a preliminary basis until negotiations are completed and the Annual Budget is adjusted. Credits shall be made for any differences between the one-hundred percent (100%) amount and the new Annual Cost Budget and agreed upon within thirty (30) days after the Annual Budget is approved.

3.06 Adjustments Based on Increased or Decreased Operating Costs. In the event that any changes in the scope of the operations for regulations applicable to the Utilities shall occur from and after the Effective Date, including, but not limited to, changes in governmental regulations or reporting requirements, effluent quality standards, monitoring requirements, level of treatment, personnel qualifications, staffing rules or changes in the Scope of Services (as set forth in Exhibit B) which increase or decrease the cost of operating the Utilities, then, in that event, the Client shall provide for an increase or decrease in W&C's compensation, as reasonably determined by W&C and agreed to by the Client, retroactive to the date of such notification by W&C or the Client (which shall include a reasonably detailed explanation for the increase to W&C's compensation).

3.07 Maintenance and Repair Costs.

a. Costs up to \$10,000. W&C shall pay the costs of all individual repair parts, maintenance materials, supplies, and outside routine maintenance service items (hereinafter, "M&R Item" or "M&R Items") under \$10,000 per event, excluding W&C labor costs, during the term of this Agreement. The annual budget for such M&R Items costing less than \$10,000 is included in the annual fees to be paid to W&C and is initially established as shown in the table in Exhibit C. This annual M&R Item budget will be negotiated and agreed to annually and W&C's fixed fee shall be adjusted accordingly. The Client shall approve in advance and pay for M&R Items that exceed the annual budget. Such approval and payment shall not be unreasonably withheld.

b. Costs \$10,000 and above. Any M&R Item which costs in excess of \$10,000 per event, excluding W&C labor costs, shall be approved by the Client, and paid for in its entirety directly by the Client. Notwithstanding anything to the contrary in this Section, W&C shall have the right, in emergency situations, to authorize the expenditure of monies for M&R Items where the failure to do so would have an adverse effect, as determined by W&C, on safety, the Utilities or the Client's equipment.

3.08 Transition Fee Component. The Client shall pay W&C, as Compensation for the transition fee, a total amount of \$87,402 (the "Transition Fee Component"). The Transition Fee Component amount shall be amortized over four and one half (4.5) of the Client's budget years, beginning with the Client's current budget year. The annual budget amount shall be paid by the Client to W&C each year, in monthly payments, commencing with the Effective Date for the Transition Fee Component related to the Utilities. The parties agree that the Transition Fee Component will not be increased annually. If the Client should terminate this Agreement prior to repayment of the full Transition Fee Component, then the Client will be responsible for the prorated remaining balance (see Schedule C-1). W&C will begin on-site transition management services on March 17, 2025.

3.09 Additional Capital Investments. The Client and W&C will work together to develop, agree on, and execute more substantive capital upgrade projects in an effort to further reduce the Utilities operating and maintenance costs, and/or improve operations control, productivity, and compliance. Projects identified and brought forward by W&C will be presented to and approved by the Client on a case-by-case basis. Funding approaches will be discussed prior to project approvals. In the event the Client and W&C agree that W&C will supply any of the capital necessary to implement the upgrade project, W&C and the Client will, following appropriate internal approvals, structure a separate capital recovery and security agreement for W&C to recover its capital cost and risk, and which will include provisions satisfactory to both parties. W&C will provide appropriate conditions, including a termination provision, conforming to Generally Accepted Accounting Principles ("GAAP") standards, to allow the Client to exercise its rights under the provisions of the agreements while protecting W&C's right to recover and secure its capital investments. Cost, quality, and/or productivity savings generated by these projects, net of any payments or other capital recovery mechanisms employed, will be shared by the Parties on a negotiated basis.

3.10 Contingency or Out-Of-Scope Services includes funds for projects and services that have not been included elsewhere in the Annual Budget and are not clearly defined. This may include emergency services or services from W&C's consulting and engineering business units, which shall be clearly set forth in a separate statement of work. In the event of an emergency, W&C may act without advanced written approval and W&C shall be compensated by the Client for the emergency work; provided, nothing contained in this Agreement or Section shall require W&C to provide any emergency services and failure of W&C to perform any such emergency services shall not impose upon W&C any liability. Expenditures under this category

will require advanced written approval by the Client. A Fixed Fee rate of eight percent (8%) will be added to all contingency or out-of-scope services' expenses. Contingency or out-of-scope services' expenses will be billed on a monthly basis.

3.11 W&C shall provide a narrative statement, in a Monthly Operating Report ("MOR"), to the Client on a monthly basis. The MOR shall describe the work accomplished, any problems encountered, and their resolution by W&C during the period by reference to the tasks described in the Scope of Services.

3.12 Invoices are to be forwarded directly to the following Client Address:

City of Bushnell
117 East Joe P. Strickland Jr. Ave.
Bushnell, FL 33513

3.13 In the event that this Agreement is terminated or canceled, or W&C's services are suspended in this Agreement, prior to completion, payment shall be made in accordance with the provisions of Article V, Termination.

ARTICLE IV - TERM OF AGREEMENT

4.01 This Agreement shall remain in full force and effect until September 30, 2030.

4.02 The term of this Agreement may be extended for consecutive terms as mutually agreed by the Client and W&C as provided in Article 5.

ARTICLE V - TERMINATION

5.01 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party of a default by the other party (the "Defaulting Party"), unless the Defaulting Party cures the default within such(30) days' notice; provided, however, if the default can be cured but the cure cannot reasonably be completed within thirty (30) days, termination may not occur until the cure can reasonably be completed as long as the Defaulting Party has commenced steps to cure and diligently continues to pursue such cure.

5.02 Termination for Convenience. Either party may terminate this Agreement upon 180 days' prior written notice to the other party; in the event the Client exercises this provision prior to execution of the full term of this Agreement, the Client will pay W&C all invoiced fees through the date of termination; (ii) any amounts expended by W&C in making investments in the Utilities; (iii) the balance of the Transition Fee Component; and (iv) one year of the fixed fee based on the average amount of the prior six months of invoices. These amounts will be paid within thirty (30) days of the date of the invoice.

5.03 Suspension for Nonpayment. This Agreement may be suspended by W&C after forty-five (45) days of non-payment of any invoices by Client. Failure of the Client to provide payment for sixty (60) days shall constitute a material default.

5.04 Automatic Renewal. This Agreement shall be automatically renewed for additional five (5) year terms unless either party notifies the other party in writing of its decision not to renew the Agreement no less than 120 days before the expiration of the then current term.

5.05 Transition Costs. The Client shall pay the balance of the Transition Fee Component within forty-five (45) days of any termination of this Agreement.

ARTICLE VI - STANDARDS OF PERFORMANCE

6.01 W&C's objective is to provide its clients with quality operational services consistent with industry standards. To that end, W&C seeks an operational collaboration and dialogue with the Client to achieve a level of performance consistent with industry standards. If the Client has any concerns with the services, the Client shall immediately inform W&C in writing, and the parties shall meet to discuss the concerns. It is understood that the relationship of W&C and the Client is that of an independent contractor. No warranty, express or implied, is made or intended by W&C's undertaking herein or its performance of services. For any professional services rendered under this Agreement, W&C will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

ARTICLE VII - CHANGES

7.01 W&C or the Client may request, respectively, changes in the Scope of Services authorized under this Agreement which are within the general scope of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: construction and installation of capital projects and repairs caused by events outside W&C's control if these cannot be accommodated within normal operational hours and normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, pandemics, terrorist acts, or other causes beyond W&C's reasonable control or which result from W&C encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the Client regarding the operational or maintenance characteristics or circumstances of the Utilities. These changes may be made only by written work change orders, executed by the Client and W&C, unless accomplished under emergency conditions with verbal authorization, all subject to an equitable adjustment in compensation to W&C.

7.02 In the event changes in the work result in increased work, the Client will pay W&C for hours worked, equipment used, and materials expended in accordance with Article III, Compensation.

7.03 In an emergency affecting the safety of persons or property, W&C may act, at its discretion, to prevent threatened damage, injury, or loss. Any increase in the monthly fee or extension of time claimed by W&C on account of acts taken in connection with such an emergency shall be paid to W&C in accordance with Article 7.02 above.

ARTICLE VIII – INSURANCE AND LIMITATIONS

8.01 W&C will provide and maintain at all times during the term of this Agreement the following insurance coverage:

- (a) Workers' compensation insurance in compliance with the statutes of the state where the Utilities is located.
- (b) Commercial general liability insurance with a limit of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (c) Automobile liability insurance (owned, non-owned, or hired) with a combined single limit of One Million Dollars (\$1,000,000); and
- (d) Professional liability insurance with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate where professional or design services are provided.

W&C will furnish the Client with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect.

8.02 Unless covered by insurance carried by W&C pursuant to article 8.01 of this Agreement, in which case the coverage and limits specified to be maintained shall only apply to and hereby expressly limit such covered liabilities, the aggregate liability of W&C for any and all uninsured claims, damages, costs, or expenses, including attorneys' fees under this agreement, whether based in breach of contract, breach of warranty, tort including negligence, strict liability or otherwise, shall not exceed the total annual compensation paid for the services out of which the claim or damage, costs, or expense arose. In no event shall W&C be liable for any consequential, indirect, special, or punitive damages such as, for example, loss of profits or revenue, or the loss of use of client's Utilities or property.

8.03 W&C will assist the Client with regulatory compliance pertaining to the day-to-day operation of the Utilities. Subject to the limitations of this Agreement and Article, W&C shall operate the Utilities in compliance with state and federal regulatory requirements. W&C will pay fines imposed for process upsets and violations of wastewater discharge standards unless the process upsets or violations are attributable to:

- (a) Influent flows and loads that are not within the design capabilities of the Utilities, including but not limited to soluble oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loadings (see Exhibit A for design flows),
- (b) The malfunction or failure of equipment giving rise to the violation which is not due to the sole negligence of W&C, or
- (c) Failure by the Client to fulfill its obligations under this Agreement or other agreements with regulatory agencies.

ARTICLE IX - INDEMNIFICATION

9.01 W&C agrees to indemnify and hold the Client harmless from any liability, claim, or cause of action resulting from bodily injury to or illness or death of any third party or destruction of or damage to any property of any third party to the extent caused by the negligence of W&C or its employees in the performance of the services of this Agreement.

9.02 Client agrees to indemnify and hold W&C harmless from any liability, claim, or cause of action resulting from bodily injury to or illness or death of any third party or destruction of or damage to any property of any third party to the extent caused by the negligence of the Client or its employees.

9.03 In the event that both W&C and the Client are found by a finder of fact to be negligent, and the negligence of both is the proximate cause of the liability, claim, damage, cost or expense, then in such event, each party shall be responsible for the proportionate amount of the liability equal to its comparative share of fault.

9.04 Client acknowledges that, in seeking services of W&C in this Agreement, the Client is requesting W&C to undertake services that present potential uninsurable environmental and other operational risks for the Client's benefit. Therefore, the Client agrees that, except to the extent such liability may arise out of the sole negligence of W&C or its employees in the performance of services under this Agreement, the Client shall defend, indemnify and hold harmless W&C, its officers and employees from and against any and all claims, losses, damages and liabilities, including but not limited to costs of defense and reasonable attorneys' fees, arising under local, state, or federal laws or regulations including but not limited to, the Clean Air Act, the Clean Water Act, CERCLA, RCRA, or analogous state or local laws directly or indirectly connected with the alleged, threatened or actual discharge, dispersal, release, migration of pollutants, contaminants, or chemicals which may be present at or beneath the Utilities' premises.

9.05 Client acknowledges that inherent with the operations and maintenance of: W&C will be responsible for performing its services in accordance with commercially reasonable and accepted practices to prevent such Third-Party Damage Claims. The client acknowledges that Third Party Damage Claims cannot be avoided entirely because of capacity limitations and flaws inherent in the systems, limitations on the ability to accurately assess and predict the condition of underground systems and other factors that make it unfeasible and impossible as a practical matter to eliminate such damage. Therefore, W&C shall not be responsible for the costs associated with such Third-Party Damage Claims unless it is finally determined, either by W&C in good faith after its investigation, or by a court of law, that the predominant cause of the damage was the failure of W&C to perform its services in accordance with commercially reasonable and generally accepted standards. Otherwise, and until such determination is made, the Client shall be responsible to defend and handle such claims in accordance with whatever practices it chooses to employ, and neither the Client nor its insurance company shall make any claims against W&C or its insurance company for any costs associated with such Third-Party Damage Claims.

ARTICLE X - MISCELLANEOUS

10.01 In the event of termination, W&C and the Client will collaborate to identify opportunities within their respective organizations or networks to find suitable roles for affected employees.

10.02 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both parties.

10.03 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail, at the addresses as follows:

To W&C:

Woodard & Curran
Attention: Legal Counsel

12 Mountfort St.
Portland, ME 04101

To the Client:

City of Bushnell
Attention: Mike Eastburn, City Manager
117 East Joe P. Strickland Jr. Ave.
Bushnell, FL 33513

10.04 No waiver, discharge, or renunciation of any claim or right of W&C arising out of breach of this Agreement by the Client shall be effective unless signed in writing by W&C and supported by separate consideration.

10.05 This Agreement shall be deemed to have been made in the state where the Utilities is located and shall be governed by and construed in accordance with the laws of the state where the Utilities is located.

10.06 If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days from written notice of the Dispute, a mutually acceptable third-party mediator having expertise in the subject matter of the Dispute will be engaged to mediate the Dispute. The expense of the mediator would be shared equally by the parties. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and applicable State Rules of Evidence.

IN WITNESS THEREOF, W&C, by its duly authorized officer, and the Client, by its duly authorized administrator, have executed this Agreement as of the date and year first above written.

[SIGNATURES ON NEXT PAGE]

City of Bushnell, Florida



Attest

Christina Oliver

By:

Jessie
Jessie Simmons Jr.

(Print Name)

Mayor

(Title)

3/3/2025

(Date)

Woodard & Curran, Inc.

Attest

J. G. Reel

By:

Brian E. Bzdawka
Brian Bzdawka

(Print Name)

President of Operations

(Title)

February 17, 2025

(Date)

EXHIBIT A**DESIGN CAPABILITIES FOR TREATMENT UTILITIES**

The Utilities and design capabilities of the Utilities are as set forth in the original engineering plans and specifications for the Utilities as provided by the Client to W&C upon the Effective Date as follows:

1. Wastewater Treatment Design Capability: HANSON PLANT
 1. Design Flow: 0.50 MGD
 2. Design Loadings: 1,045 #BOD/DAY
750 #SS/DAY
2. Wastewater Treatment Average Daily Flow:
 1. Avg. Daily Flow: 0.42 MGD
 2. Avg. Daily Loadings: 876#BOD/DAY
630 #SS/DAY
3. NPDES Permit No: FLA 188697
4. Water Treatment Plant #1 Capacity
 1. Design Flow: 778,000/DPD
 2. Actual Flow: OUT OF SERVICE
5. WATER Treatment Plant #2 Capacity:
 1. Design Flow: 2,961,000 GPD
 2. Actual Flow: 430,000 GPD
6. Sumterville Water Treatment Plant Capacity:
 1. Design Flow: 2,161,000 GPD
 2. Actual Flow: 36,000 GPD

EXHIBIT B

WOODARD & CURRAN SCOPE OF SERVICES

The W&C Services to be provided by Woodard & Curran during the term of this Agreement shall include and be limited to the following:

1. Utilities Operation. W&C shall operate and manage the Utilities per requirements established by the governmental authorities having legal control over the Utilities and in accordance with the applicable industry standard of care. W&C shall comply with all applicable local, state and federal laws and regulations as they pertain to the Utilities to provide that the treated wastewater meets the discharge standards established by the FLDEP issued to the Client by such authority as long as the incoming wastewater does not exceed the design limitations set forth in Exhibit A and as otherwise set forth in Article 8.03 of the Agreement.

2. Project Management and Staffing. W&C shall staff the Utilities with a Utilities Manager with a C license, and operations staff experienced in the areas of wastewater treatment, process control, laboratory analysis and maintenance procedures for wastewater treatment. Current acceptable staffing levels consist of four personnel. This staff will be supported by staff from other Florida or national operations as needed.

3. Project Support. W&C shall, as required and determined by W&C, provide on-call, backup expertise in operations, management, and maintenance applications to ensure compliance with this Agreement.

4. Repair and Maintenance. W&C shall pay the costs of M&R Items under \$10,000 per event, excluding W&C labor costs, during the term of this Agreement.

5. Information Systems. W&C shall maintain computer software effective in the management of scheduled, preventive maintenance, capital repairs, emergency repairs, predictive maintenance, process control and compliance reporting. In so doing, W&C will use processes and tools that are readily available in the marketplace, which are not necessarily native to its system. There are constant advancements and rapidly changing risks inherent with the security of such systems, beyond the control of W&C; accordingly, the Client accepts these risks and W&C shall not be responsible for any damage, claims, interferences, incidents, breaches, or other security vulnerabilities with respect to these information systems. The Client further acknowledges and agrees that it has been and shall continue to maintain responsibility for the security of its information systems and that in providing the Services hereunder, W&C does not make any guarantees or represent that its services will result in the security of these systems.

6. Operational Costs and Expenses. W&C shall provide and pay all costs of W&C employees, chemicals, sludge disposal, laboratory, spare parts, materials, maintenance, repairs and expendable supplies required in the normal operation and maintenance of the Utilities while it is responsible for the operation of the management of the Utilities.

7. Hazardous Substances or Biological Toxic Substances. In the event that any Hazardous Substance (as defined below) or Biological Toxic Substance (as defined below) is received at the

Utilities, W&C shall notify the Client and assist the Client in the removal and/or reduction of such Hazardous Substance or Biological Toxic Substance. In the event that any Hazardous Substance or Biological Toxic Substance cannot be treated or removed using the processes and equipment provided, W&C shall not be responsible for additional operational costs and expenses until the Hazardous Substance or Biological Toxic Substance is removed from the Utilities and the Utilities have completely recovered. For all purposes of this Exhibit B and the Agreement to which it is attached, "Hazardous Substance" shall mean (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls; or (b) any chemical, material or substance defined or regulated as hazardous or as a pollutant, contaminant or waste under any statute, law, ordinance, by-law, decree, regulation, code, order, rule or judgment of any governmental authority having the force of law. For all purposes of this Exhibit B and the Agreement to which it is attached, "Biological Toxic Substance" shall mean any substance or combination of substances contained in the Utilities' influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater. The Parties agree that the presumption shall be that any Biological Toxic Substance present in the Utilities entered with the influent unless it can be demonstrated otherwise. Biological Toxic Substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, herbicides, acids, caustics, chlorine, quaternary ammonia, and other cleaning or sanitizing compounds. W&C shall not be deemed the owner of sludge residuals but acting as an agent of the Client.

8. Other Issues Outside the Control of the Operator. In the event that any influences outside the control of W&C cause operational issues W&C shall not be responsible for additional operational costs and expenses until such time as those influences are stopped and the Utilities has had ample time to recover.

9. Testing and Laboratory Analysis. W&C shall perform the sampling and analysis as required for the proper operation of the Utilities for process control and compliance standards. W&C shall prepare all permit monitoring and operations reports and submit them to the Client for final review and sign-off prior to submission to the appropriate regulatory agency having authority over the Utilities.

10. Reporting. W&C shall submit internal reports relating to the operations of the Utilities to the Client and assist the Client in the Client's reporting requirements to local, state, and federal regulatory agencies, all in accordance with mutually agreed upon procedures. W&C shall be responsible for representing the Client with the relevant regulatory agencies and advise the Client of all meetings, hearings, and relevant related information for the Utilities. The Client shall participate in such meetings of regulatory or governmental agencies as the Client or W&C deems necessary.

11. Records of Operation. Records maintained by W&C shall be in compliance with all applicable laws and regulations. These records, capable of providing historical data and trend, shall be the property of the Client. W&C shall maintain these records at the Utilities site, available during the term of this Agreement for use by authorized Client personnel. W&C agrees to provide the Client's officials with access to the Utilities at any time, upon reasonable prior notice.

12. Safety. W&C shall administer a site-specific safety program to include training, record keeping and safety meetings, all in conformance with applicable law and regulations. W&C has built into the budget \$6,750.00 for necessary OSHA compliance.

13. Training. W&C shall implement an on-going training program, with classroom and hands-on training for all Utilities and designated city personnel. Training shall include Utilities operations and maintenance, laboratory operations and maintenance, supervisory skills, and energy management.

14. Capital Budget Submission. On an annual basis, W&C shall provide a formal report to the Client on W&C's projection of capital needs and assist the Client with the preparation of the Client's Annual Budget. W&C shall annually submit its recommendations regarding additions to or deletions from the Client's scheduled program. W&C shall submit a detailed rationale for any changes or additions, along with related preliminary cost estimates. Implementation of these recommendations by the Client, however, is not a condition of W&C's performance of the services. Review and approval of these capital expenditures shall remain the responsibility of the Client.

15. Emergency Response Plan. W&C, in cooperation with the Client, shall maintain and implement an emergency response plan for the Utilities that shall be in compliance with all applicable regulations. The emergency response plan shall be reviewed and updated annually.

16. Utilities Inventory. The Client shall provide W&C with a complete inventory of the equipment and other physical assets at the Utilities within one month of the Effective Date. W&C will provide the Client with a complete inventory of W&C's equipment brought onto the Utilities within one month of the Effective Date. Any temporary or portable equipment which is provided by W&C during the term of this Agreement shall remain the property of W&C upon termination of this Agreement. Each party shall be responsible for the insurable risk and maintain ownership of their respective inventoried equipment and physical assets.

Exhibit C

Annual Budget

The table below reflects the first year's estimated budget. Each subsequent Annual Budget shall reflect 6 months' worth of expenses for the period April 1st through September 30th.

The budget shall be negotiated and agreed to by both parties annually as described in Article III and the line-item budget provided below shall be based upon the parameters outlined in Article III.

Annual Year 1 Budget

Category	12-Month Budget (365 days)	4/1 thru 9/30 (183 days)
Direct Salary & Benefits	\$426,080	\$213,624
Overhead Costs	\$113,621	\$56,966
Chemicals Costs	\$118,647	\$59,486
Maintenance and Repair Costs	\$183,500	\$92,001
Sludge Costs	\$128,864	\$64,609
Lab Supplies and Equipment Costs	\$56,250	\$28,202
Office Supplies Costs	\$2,650	\$1,329
Miscellaneous Operating Costs ¹	\$14,656	\$7,348
Utilities Costs	\$54,540	\$27,345
Other Operating Expenses ²	\$48,211	\$24,172
Subtotal Costs	\$1,147,019	\$575,081
Fixed Fee (8%)	\$91,762	\$46,006
Transition Costs Component ³ (\$87,402 / amortized over 1,644 days)	\$19,423	\$9,711
Total Budgeted Costs	\$1,258,203	\$630,799
Monthly Invoice (6 months)		\$105,133

¹ Miscellaneous Operating Costs include Health & Safety, Training, Vehicle Insurance

² Other Operating Costs include Diesel Fuel, Vehicle Fuel, Asset Management Technology,

³ Transition Costs include Arc Flash Audit, Asset Management Devices, Implementation & Training, H&S PPE, Laboratory Glassware & Equipment costs

Exhibit C-1**Transition Cost Termination Schedule**

Termination Year	Amount Owed
End of Contract Year One (6 months)	\$77,691
End of Contract Year Two	\$58,268
End of Contract Year Three	\$38,845
End of Contract Year Four	\$19,423
End of Contract Year Five	\$0



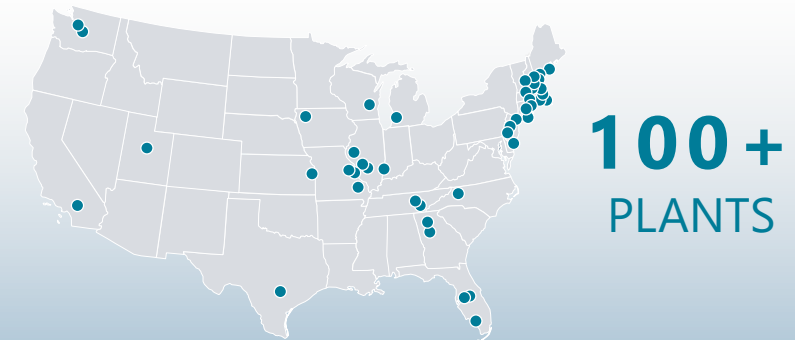
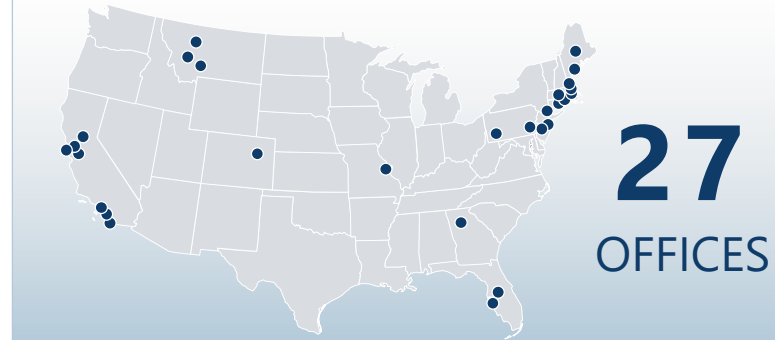
Item # 2.

City of Clewiston Wastewater Treatment...

...transforming into a ***flagship***
for South Florida & a
"Utility of the Future"...

Company Overview

FOUNDED
1979



Client Mix

55% Public	45% Private
----------------------	-----------------------

1350+
PEOPLE



100%
EMPLOYEE OWNED



Core Values

- PEOPLE FIRST
- INTEGRITY
- AUTONOMY
- OWNERSHIP
- COLLABORATION



of work is from
repeat clients

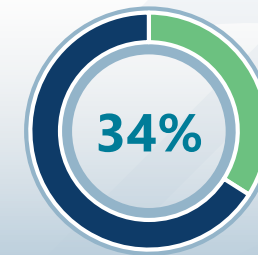
Strategic Focus

WATER

ENVIRONMENT

OPERATIONS & MANAGEMENT

DESIGN-BUILD



of staff has
20+ years
experience

The Woodard & Curran Approach

Partnerships Lead to Success



Our relationships aren't only about providing technical and operational solutions, they're about building vested partnerships.

A Tailored Approach for Every Client



Ready-made solutions simply aren't good enough; we tailor everything we do, from concept to operations, to our clients' precise needs.

Leaving the World a Better Place



We commit to leaving our world a better place, to be stewards of the environment, and above all, to prioritize protecting the environment because our character is more important than our bottom line.

Long-Term Local O&M Partnerships



WE SPECIALIZE IN COMMUNITIES LIKE CLEWISTON

Our tools & resources are built for medium-sized community support



- Our Funding Team secures you money!
 - >\$1 Billion in funding secured over past 5 years



- Our Asset Management Team protects your assets
 - We implement a state-of-the-art CMMS system
 - Predictive maintenance with A/M can save up to 30% annually



- Our innovation team brings you options
 - We have piloted & implemented >20 new cost-savings innovations over the past 2 years alone!
 - Working closely, we can identify new ways to optimize your facility's

Building a Vested Partnership thru Trust and Transparency!

Building a Culture of Pride Within the Utility!



Partnership- Trust & Transparency

Commitment to Communications



- » Contract is structured as **"Cost Plus Fixed Fee"**
- » O&M **cost savings are returned to the City!**
- » Realtime access to information
 - Financial, Operational & Compliance
- » Operating Reports **keep you in control**
 - Monthly & Annual
- » Our Management Team **tailors communications to your expectations**





Optimizing Operations

It all starts with **Safety!**



- » Implement Safety Program Requirements
- » Successful transition of facility Ops Team
- » Determine potential bottlenecks in ops & design
- » Work with the City to define budget, priorities, desired approach, & communications
- » Develop a long-range optimization plan





WE PUT PEOPLE FIRST!

People are our greatest **Assets!**



▸ W&C Employee Benefit Plan

- Retain all current facility FTE's
 - Compare benefits & ensure they are "made whole"
 - Individual, group & family benefits meetings
 - Woodard & Curran will recognize experience in the wastewater industry...not just with the City of Clewiston
 - On-boarding training & development
 - We prioritize health & safety to ensure we all get home at night





Partnership Starts with Great Employee Transition

Woodard & Curran Introductions



- » Employees meet Transition Team
- » Introduction to Woodard & Curran
- » Human Resources sets up benefits meeting with current staff
 - Lunch
 - Spouses invited
 - Q&A session
- » Walk through of transition timeline

30-90 Days Before Start Date



- » Meet with employees to discuss roles & responsibilities
- » Offer letters sent to staff
- » Upon offer acceptance, pre-employment activities scheduled
- » In person & email communication to all staff with onboarding schedule & what to bring on their first day

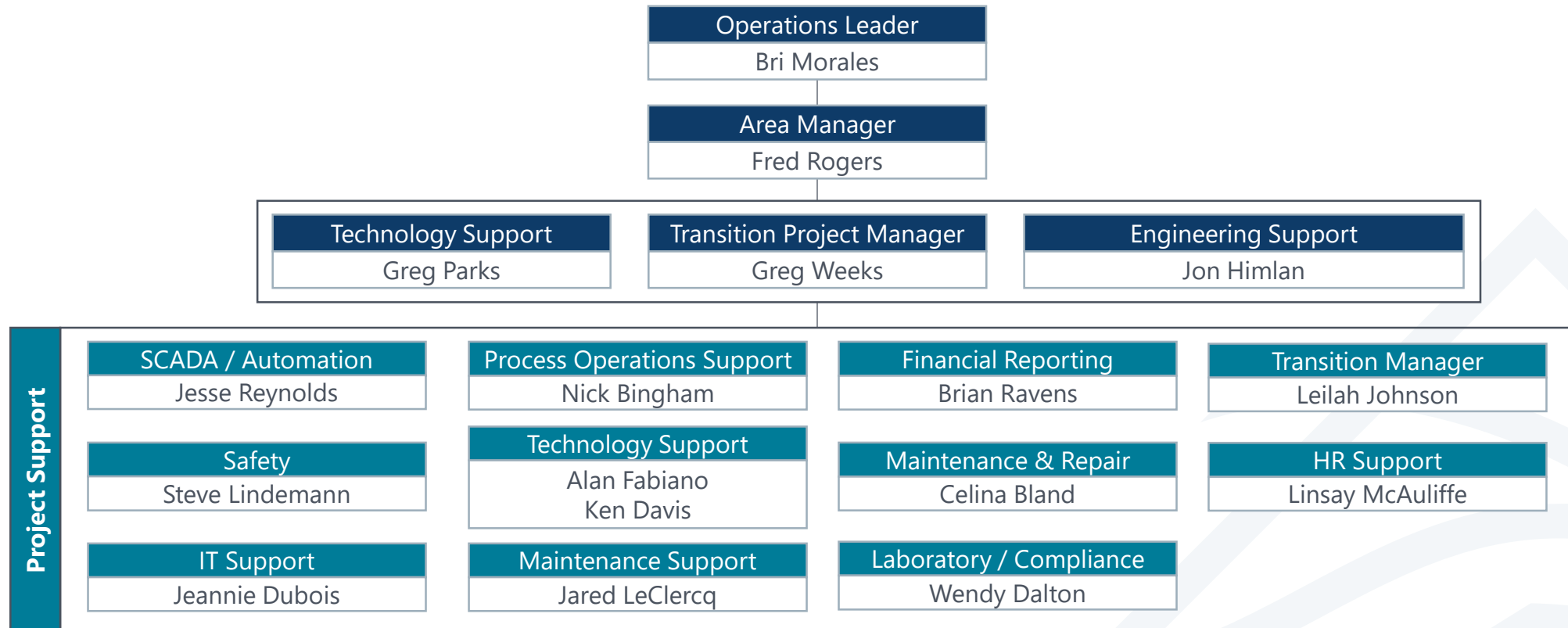
First Day



- » In-Person Technology & Human Resource team onboard employees
- » Onboarded 1 on 1
- » Onboarding tasks completed on day 1
 - Benefit elections
 - Direct deposit
 - Password & Email set up
 - Guided through systems with small trainings



Multiple Levels of Support



Going Beyond Expectations...

Becoming a Vested PARTNER

Item #2.



*Woodard & Curran
assumed operations of our
facility [during design] to
ensure we meet compliance
until the new WWTP
becomes operational...and
to ensure the new facility is
properly maintained from
the beginning.*

Mayor Julie Wilkins
City of LaBelle
T 352.460.7725





Without Woodard & Curran being there to provide their expertise, the problems I was dealing with nine months prior to hiring them, would still be there today...

TJ Fish
Director of Public Works
City of Groveland
T 352.460.7725



While we were waiting for our new plant to be built, Woodard & Curran took over, kept our old plant running, met compliance, and closed our Consent Order. It would not have happened without them...

Drew Mullins
Utilities General Manager
City of Starke
T 904.368.1330

Via Electronic Mail and US Mail

6/20/2025



Danny Williams, City Manager
City of Clewiston, FL.
141 Central Avenue
Clewiston, FL. 33440

RE: Proposal for Facilities Operation and Management
Clewiston Wastewater Treatment Plant

Dear Mr. Williams:

Woodard & Curran is pleased to present our proposal for the turnkey Operation and Management (O&M) of your wastewater treatment facility in Clewiston. In an era where cities are increasingly challenged to do more with less, Woodard & Curran stands as a trusted partner in delivering efficiency, reliability, and sustainable infrastructure solutions.

Our proposal underscores our unwavering commitment to delivering exceptional service to the City of Clewiston. We recognize the vital importance of a well-managed wastewater utility to your community's health and well-being. Our dedicated and highly skilled team stands ready to ensure a seamless transition, while positioning your city's essential services to not only meet current demand but also achieve long-term technical and financial sustainability, ensuring readiness for future growth.

Key Highlights of Our Proposal:

- 1. Proven Track Record:** With a legacy of more than three decades, Woodard & Curran has consistently delivered operational excellence, won numerous awards for compliance, operations and Health & Safety, and earned the trust of our client partners across the country.
- 2. Turn-Key Approach:** Our turn-key O&M solutions encompass a comprehensive and integrated approach, ensuring that every aspect of the wastewater treatment facility's operation is seamlessly managed.
- 3. Cost-Effective Operations:** We bring a wealth of experience in implementing cost-saving measures by optimizing operations efficiently without compromising performance, compliance, or safety.
- 4. Client-Focused Service:** Our commitment to service is reflected in our client partnerships that span decades. We prioritize your unique needs and challenges to tailor our solutions accordingly. As such, we encourage you to contact any of our clients to understand how our partnership has benefited them.
- 5. Long-Term Partnership:** Our proposal is not just about being a contractor for the facility in the short term; it's a commitment to a long-term partnership with the City of Clewiston. We aim to contribute to the sustained success of your operations.



BUILDING A PARTNERSHIP WITH THE CITY OF CLEWISTON

Woodard & Curran is excited about the opportunity to build a vested long-term partnership with the City of Clewiston. Over the past 33 years, our operations business has grown to become one of the best in class with regard to our seamless integration of providing engineering, SCADA, and professional operations services. Many of the partnerships that we have established continue to exist for decades and we encourage you to contact our references to better understand the value that they have received in working with our team. The foundation for each of our operations projects is to gain a clear understanding of our clients' needs prior to proposing on project transitions. Our operations and management personnel have spent time reviewing the items of greatest importance to the City of Clewiston. From these discussions, our proposal has focused on the following items where we can deliver value above and beyond the expectations of the City:

- The City of Clewiston's management team has made it clear that controlling operating costs while maintaining compliance at the wastewater treatment plant is very important.
- The City of Clewiston is looking for a firm that has deep expertise with domestic wastewater treatment systems.
- The City of Clewiston is interested in asset and data management technology services.
- The City of Clewiston has made it clear that operating this treatment facility with a focus on personnel safety is of critical importance; and
- The City of Clewiston desires a partner who will work and train with existing staff and their engineering company, assuring a smooth transition into the new advanced facility.

Woodard & Curran's team of treatment professionals have been providing O&M, design, assessment, permitting, financing, training and start-up services relating to the development of treatment facilities for more than 33 years. Woodard & Curran has put in place first-rate technical support systems for our clients. We have incorporated technology investments into the transition plan to ensure that we will establish an asset and data management program that will be equipped to drive consistency within the areas of cost, maintenance and compliance. We understand this facility will be replaced within the next 2-3 years. Our aim is to "breath life" into the existing equipment as we prepare for transition.

Our Safety Team visited the Clewiston wastewater treatment facility on August 29, 2024, for a high-level review of the current workplace conditions and equipment, identifying several hazards and concerns. These include required handrails and decking, required NFPA & OSHA signage and training hours for staff to meet compliance regulations. Woodard & Curran will perform a much more detailed safety audit as part of our transition, once under contract. We will submit our findings to the city and collectively develop a plan to address any safety items necessary to ensure a safe working environment and meet OSHA compliance standards. Based upon our experience in assuming wastewater treatment plants, we have budgeted a minimum of \$28,000 for safety improvements, and we will present our rationale to you in the event that more funds are necessary.

MANAGEMENT AND TRANSITION PLAN

Woodard & Curran proposes a full-time staff of (2) supported by our Operations and Maintenance Specialists. Our support staff are skilled mechanics and cross trained in treatment processes and required process control laboratory analysis. The two wastewater plant staff will



be dedicated to the Clewiston facility with personnel always on call. The plant will be staffed on weekends as required by FDEP. The ideal staffing levels will be re-evaluated as the plant reaches our process goals, SCADA/technologies are implemented, and as we better understand the regulatory needs. The current staff will be offered a position at the plant which will be part of ongoing discussions with the City of Clewiston. If necessary, Woodard & Curran has several internal candidates that are qualified and can provide oversight and support of the project for interim periods. Woodard & Curran has full-time staff in our Human Resources and Recruiting departments to assist with recruiting new hires if or when required

TECHNICAL APPROACH

Woodard & Curran has in-depth extensive experience in providing O&M services at wastewater treatment systems. For example, we have been operating Water CONSERV II, a wastewater reuse distribution system for the City of Orlando and Orange County, since 1998 and have not only met compliance goals but reduced operating costs as well. With our deep understanding of wastewater treatment, we can emphasize the following technical issues as part of our startup and transition plan for the City of Clewiston.

Overall Project Goals

- Safety and compliance will be the highest priority of the operations team.
- Ensure Woodard & Curran seamlessly integrates into the City of Clewiston's team to ensure business continuity and that environmental compliance goals are achieved.
- Provide enhanced safety training to W&C and City personnel to ensure the system is operated and maintained in a safe and reliable manner.
- Investigate opportunities for cost savings for the City of Clewiston in areas such as chemical usage and power consumption in stabilizing rates.
- Perform and track predictive, preventive, and corrective maintenance as part of an overall Asset Management Program reducing costly surprises.
- Respect and represent the City of Clewiston community responsibilities.
- Provide process enhancements through optimization efforts and an established Capital Improvement Plan, where needed, which will help reduce long-term operational costs to the City of Clewiston; and
- Provide long-term cost predictability and environmental compliance.

Goals for the First 90 days

- Establishing a smooth transition process that begins with onboarding current staff, assessing their respective skill sets and determine their roles and responsibilities. We will also actively recruit new staff if required.
- Evaluate vendor recommended operational procedures and identify steps to implement the integration of systems for improved data collection and management including on-line instrumentation.
- Establish preventive maintenance procedures to include the implementation of computerized programs for management of equipment and facility assets.
- Coordinate the Woodard & Curran company technical staff required to implement management programs including health and safety, training, Hach WIMS operations and permit compliance database, Computerized Maintenance Management (CMMS) program, and the Workday human resource management software; and



- Perform a detailed analysis of each unit process and develop a strategy on what changes could be made to make each process more efficient utilizing the full capacity of each without compromising regulatory standards. The goal of this effort will be to reduce operating costs.

Project Quality Standards

Woodard & Curran's project quality standards are implemented at each of our projects to ensure consistent and complete delivery of the requested services. The components of the Woodard & Curran's standards are summarized as follows:

- Health and Safety program implemented at each project to ensure that employees and visitors are protected.
- Required Health & Safety on boarding and training is conducted for staff to meet both W&C and OSHA standards.
- Maintenance programs that focus on preventive, predictive, and corrective maintenance utilizing computerized systems, including CMMS, support from Woodard & Curran O&M specialists, use of qualified subcontractors, and training programs for project and city staff.
- Implement O&M technologies such as smartphones, tablets and software programs including Hach WIMS, CMMS, Power BI, and doFORMS.
- Cyber security and physical security audits are conducted.
- Establish the communications protocol, including daily, weekly, and monthly meetings and reports, between Woodard & Curran and the City of Clewiston.
- Establish standards of plant housekeeping and develop a schedule for routine cleaning and painting.

BUDGET

As described more completely in our Agreement, Woodard & Curran's budget includes all labor (direct and indirect) and project expenses associated with the management of the treatment facility, excluding those costs paid by the City of Clewiston (also defined in the Agreement). We propose this as a "cost plus fixed fee" arrangement, so our accounting is transparent, and our books are "open" for your review at any time.

We will investigate all potential cost-saving opportunities, including innovative technologies and the utilization of SCADA enhancements to reduce costs and deliver a financial return to the City of Clewiston. As your utility partner, Woodard & Curran offers turnkey solutions (i.e., design, construction, and financing), that will allow for the necessary changes to improve facility operation, achieve stability and reduce operating costs.

The total estimated cost includes operating costs (excluding sludge disposal), overhead charges and a fixed fee of 8%. The transition costs to assume operating responsibilities are amortized over a five-year period and are included in the total fee. Some of the highlights included with our fee and value-added services as your wastewater utility operations & management partner include.

- \$52,185 for Health & Safety investments
- \$10,200 for QA / QC improvements with sampling program
- \$27,630 for maintenance and compliance program implementation
- \$49,000 for immediate, routine maintenance at the facility



- 976 hours of annual technical, management and labor support for staff
- W&C's incentive programs for our employees include.
 - Annual performance bonus
 - Annual H&S performance bonus
 - License & certification advancement bonuses
 - On-call pager pay stipend
 - Technical / Creative solutions bonus

Woodard & Curran will review the electrical, and chemical usage at the Plant and explore opportunities to provide savings in the annual expenditures. Our operations team has an established history of working tirelessly for our clients to control the total costs of operations, regardless of where the responsibility for each line item's expense lies.

TERMS AND CONDITIONS

The work will be performed according to the attached Terms & Conditions of the Operations & Maintenance Agreement between Woodard & Curran, Inc. and the City of Clewiston.

WHY WOODARD & CURRAN?

Our stellar compliance record and in-depth understanding of the regulatory landscape positions us as a valuable partner for your community. We recognize the challenges faced by such communities when dealing with local and state regulatory authorities. Drawing from our wealth of experience, we are well-equipped to navigate these complexities and contribute significantly to the success of your city facility.

At Woodard & Curran, we approach facility management from an owner's perspective, ensuring the highest standards of safety, compliance and asset management. Our commitment extends to optimizing operational efficiency to achieve cost-effectiveness without compromising performance. By selecting Woodard & Curran for your project, you are choosing a partner dedicated to meticulous planning, execution and a positive relationship.

Woodard & Curran's resources can be leveraged to bring immediate and tangible value to the City of Clewiston. Our reputation for delivering significant value to our partners can be confirmed by contacting any of our clients. We strongly encourage you to reach out to our clients at Conserv II, Starke, LaBelle, and Groveland to better understand how we partner with them to maintain compliance, reduce operating costs and effective communications and capital planning.

We recognize that transitioning a wastewater treatment facility may seem to be a daunting task. We believe that the right way to forge a partnership with the City of Clewiston is by getting in the door and getting caught doing such a good job that you ask us to do more. This has been the guiding principle by which our entire firm has grown, and we ask that you give us an opportunity to deliver the value that proves it.

We greatly appreciate this opportunity to offer you O&M services. Please feel free to contact me at 508-878-5852 or proux@woodardcurran.com if you have any questions regarding this proposal or require any further information.

Sincerely,

Woodard & Curran, Inc.



A handwritten signature in blue ink, appearing to read 'Paul Roux', on a light pink rectangular background.

Paul Roux
National Growth Support Manager

Enclosure(s)

Cc: Paul Adams, Jay Sheehan, Ryan Watson

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

WOODARD & CURRAN, INC.

CITY OF CLEWISTON, FLORIDA

Signature

Date

Signature

Date

Name (printed)

Name (printed)

Title

Title

PROPRIETARY & CONFIDENTIAL



Operations and Maintenance Agreement

Dated:

July 21, 2025

City of Clewiston, Florida

And

Woodard & Curran, Inc.

Contract Operations and Maintenance Agreement

This Operations and Maintenance Agreement is hereby entered on the date set forth below between Woodard & Curran, Inc. ("W&C"), a Maine corporation, whose Principal Place of Business is based at 12 Mount Fort Street, Portland, ME 04102, Tax I.D. No. 01-0363222, and the City of Clewiston, FL, (the "Client"), whose address is 141 Central Avenue, Clewiston, FL. 33440 and its successors and assigns.

RECITALS

WHEREAS, the Client is the owner of a wastewater treatment system (referred to herein as the "Facility" or "Facilities") that is described in Exhibit A to this Agreement.

WHEREAS, the Client desires to engage W&C to operate and maintain the Facility on behalf of the Client and W&C desires to accept such engagement, all upon the terms and conditions hereafter set forth.

WHEREAS, the Client is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - RESPONSIBILITIES OF WOODARD & CURRAN

1.01 Commencing on September 1, 2025 or such other mutually acceptable date agreed to in writing between W&C and the Client (the "Effective Date"), W&C will provide all routine operation and maintenance of the Client's Facility (as described in Exhibit B of the Agreement) on a seven day per week basis within the design capabilities of the Facility (hereinafter "Scope of Services"). Basic Design Data is provided in Exhibit A to this Agreement, entitled, "Design Capabilities for Treatment Facility."

1.02 W&C shall communicate with the designated Client liaison, as described in Article 2.01(g) of this Agreement, regarding decisions and other matters related to the operation of the Facility. In addition, W&C shall assist the Client with respect to Client's reporting obligations to regulatory agencies in matters related to the operation of the Facility.

1.03 W&C shall offer existing full-time employees currently assigned to the facility employment with W&C, conditioned upon passing a background check and screening as required by all W&C personnel. This offer shall be communicated to employees at least thirty (30) days prior to the Agreement start date. Upon employee confirming their willingness to accept this offer they will receive an employment package. Upon full compliance with said package, employee will be issued an employment letter for their review and signature.

1.04 Additional operation and maintenance services not considered routine (as listed in Exhibit B of the Agreement), or which are required as a result of an "Act of God" or force majeure, including but not limited to flood, abnormal weather conditions, natural catastrophes, fire, civil disturbance, pandemics, terrorism, interruption of electric or other utility service, supply chain disruption, equipment failure or equipment deficiency due to design defect or failure of Client to make necessary investments in the equipment, or any other reason beyond W&C's control ("Force Majeure"), are not covered within the scope of this Agreement and W&C shall be excused from any performance due to Force Majeure. If requested and practicable, W&C

will assist the Client in obtaining or providing the operation and maintenance so required within a reasonable time limit and W&C will be paid for such additional assistance under an equitable adjustment that is calculated in accordance with Article III, Compensation. W&C shall make reasonable efforts to secure the Facility at appropriate times, within the limits of the security devices provided by the Client, to protect against vandalism and intrusion. To the extent possible, W&C shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of Client with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. W&C shall rely on Client's security and public safety staff for ultimate control and responsibility for the security of property and equipment. As long as W&C takes such measures, it shall not be held responsible for any claims, damages, injuries, losses, or costs due to or resulting from a security incident caused by the Client or any third parties.

ARTICLE II - RESPONSIBILITIES OF THE CLIENT

2.01 As part of this Agreement, the Client agrees to assume the following responsibilities:

- (a) Client shall maintain in full force and effect, in accordance with its respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to the Client as Owner of the Facility and component parts thereof.
- (b) The Client will be responsible for payment of capital costs as described in this Agreement and in Exhibit B. Client shall also be responsible for expenditures for any capital repairs or replacement required as the result of W&C health & safety and cyber-security inspections/audits. W&C will provide justification and review of the related factors for such expenditure. Client shall also be responsible for the removal of any lead or lead service lines present in the distribution system and, until such removal, for any liabilities, non-compliance events or penalties resulting from the presence of any lead service lines or fixtures.
- (c) Client shall also be responsible for any and all claims, costs, losses and damages associated with sewer line or water line leaks in the system. Upon receipt of a notice of a back-up, leak or the like, the Client will handle all responses to its residents' complaints, including, if applicable, advising the resident to contact its insurance carrier. If requested by the Client, W&C's only role will be to respond to the Client's request to remove an obstruction, document the approximate date and time of the obstruction. W&C shall have no other responsibility for back-ups, leaks or the like, including for personal injury or property damage;
- (d) Client shall at all times provide access to the Facility for W&C, its agents and employees and shall assure that security and public safety officials responsible for the community and area coordinate their activities and patrols to protect personnel and property on-site.
- (e) The Client shall provide W&C with the use of all existing equipment and associated parts owned by the Client, necessary for the operation and maintenance of the Facility. Client shall provide for W&C's exclusive use of all vehicles and provide all registrations and licenses for the Client's vehicles used in connection with the Facility.

- (f) Client shall be responsible for damage and liability to the Facility or components thereof and public health caused by flood, fire, Acts of God or other Force Majeure, civil disturbance, pandemics, terrorism, or misuse of property.
- (g) Client shall be responsible for all fines imposed for process upsets and violations of water or wastewater quality standards attributable to the operation and maintenance of the Facility to the extent outside W&C 's responsibility as set forth in Section 8.03.
- (h) Client shall designate an individual to function as authorized representative overseeing W&C in connection with the performance of services by W&C under this Agreement.
- (i) Client shall provide all criteria and full information as to the Client's requirements for W&C's services, including without limitation, objectives, constraints, standards, or budgets including any limitations thereof.
- (j) Client shall give prompt written notice to W&C whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of W&C's services or any failure of W&C to perform in accordance with the terms and conditions of the Agreement; and
- (k) Client shall be responsible for all fines imposed by OSHA for any capital repairs or replacements related to health & safety not made in accordance with subsection (b) of this Article 2.01.
- (l) Client agrees there are periods at night when influent flows increase significantly, and facility design parameters are exceeded. During these times, W&C shall not be responsible for meeting the NPDES parameters. Client shall indemnify, defend, and hold harmless W&C from any claims, fines, causes of action, or damages arising out of any influent flow increases during these times.
- (m) Client shall provide complete information relating to the surface and subsurface conditions or utility locations of the facility or site. W&C will not be responsible for any damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or concealed or unknown condition, if not called to W&C's attention in writing prior to commencement of services or which is not shown, or accurately located, on plans furnished to W&C by Client or by any other party. Should W&C encounter any such latent or subsurface condition on the site or facility, it shall be entitled to a reasonable adjustment to contract price or time of performance.

2.02 Client will purchase and maintain at its sole expense commercial general liability, property and structure liability, and flood and fire insurance policies, including premises and extended coverage, including coverage for vandalism and malicious mischief for the full and insurable value of the Facilities and for bodily injury or death to the Client's or W&C's employees, or Client's agents or invitees; and cyber risk insurance. In addition, the Client will name W&C as additionally insured on the above policies and the Client's policies shall be primary and noncontributory. Client waives all of its' and its' carriers' rights against W&C for bodily injury, death, or property damages to the extent covered by the insurance maintained by the Client pursuant to this Article or other applicable insurance. This waiver of subrogation shall be effective

as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest.

2.03 Client agrees to compensate W&C in a timely way as provided in Article III, Compensation.

ARTICLE III - COMPENSATION

3.01 Compensation to W&C for services performed shall be the Cost-Plus-Fixed Fee Method as defined and indicated herein.

3.02 Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on, and W&C shall be paid, reimbursement of actual undisputed costs incurred by W&C in its performance of the work and services pursuant thereto, (hereinafter referred to as "Reimbursable Costs"), plus a Fixed Fee of eight (8) percent as defined herein. Client shall provide W&C with notice of any invoiced costs that it disputes within fifteen (15) days of receipt of an invoice; otherwise, the costs shall be deemed accepted by the Client and subject to payment under the terms set forth herein.

3.02.1 Reimbursable Costs shall be Direct Salary & Benefits, Overhead Costs, Electricity, Chemical Costs, Maintenance and Repair Costs, Equipment Costs, Materials and Supplies Costs, and Miscellaneous Operating Costs as are defined in the table in Exhibit C – Woodard & Curran Pricing Approach. Sludge disposal shall be paid for directly by the Client.

3.02.2 As compensation for the Reimbursable Costs for the first year of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay W&C the sum as shown in Exhibit C "Annual Budget" commencing with the Effective Date as set forth in Article I Section 1.01 above for total Reimbursable Costs related to the Facility. The budgetary breakdown associated with the Reimbursable Costs is found in the table in Exhibit C "Annual Budget".

3.03 The Client shall also pay W&C a Fixed Fee, as set forth in the approved Annual Budget related to the Facility. The Fixed Fee shall be eight percent (8%) of the sum of the Reimbursable Costs plus any additional cost's payable to W&C hereunder ("Fixed Fee") commencing with the Effective Date as set forth in in this agreement. The Fixed Fee budget is presented in Exhibit C "Annual Budget" and is subject to review or modification as otherwise provided in this Agreement. As compensation for the Fixed Fee for the first year of the standard services rendered by W&C pursuant to this Agreement, the Client shall pay to W&C in equal monthly payments as shown in Exhibit C, commencing with the Effective Date for the total Fixed Fee related to the Facility.

3.03.1 The monthly compensation for Reimbursable Costs and Fixed Fee will be billed at the beginning of the month for which it is due. The Client will have thirty (30) days from the date of the invoice in which to pay W&C. Late payments shall accrue interest at the then current prime rate plus two (2%) percent per annum on the unpaid balance. In the event that W&C is compelled to take action to collect past due payments, the Client will reimburse W&C for all costs and expenses of collection including, without limitation, all court costs and reasonable attorneys' fees and costs.

3.04 At the end of each annual period, W&C shall reconcile with the Client costs versus budget. In the event there is a cost savings, the Client shall retain 100% of the savings to include the assigned fixed fee. In the event costs exceed budget, the Client shall reimburse W&C 100% of the overage to include the assigned fixed fee. This budget reconciliation shall occur within 90 days of the end of each annual period.

3.05 Annual Adjustments. By the Effective Date of this Agreement and by each year thereafter, an estimated annual budget, including all costs will be negotiated ("Annual Budget"). Negotiations shall begin and an initial budget shall be submitted by W&C 2 months prior of the new budget year and finalized by 1 month prior of each budget year of the contract. This method will enable Client and W&C to evaluate any deficiencies and/or changes in the Scope of Services to establish the new Annual Budget in each successive year of the Agreement. If negotiations have not been completed prior to a contract year, the Annual Budget should be set at one hundred percent (100%) of the previous Annual Budget on a preliminary basis until negotiations are completed and the Annual Budget is adjusted. Credits shall be made for any differences between the one-hundred percent (100%) amount and the new Annual Cost Budget and agreed upon within thirty (30) days after the Annual Budget is approved.

3.06 Adjustments Based on Increased or Decreased Operating Costs. In the event that any changes in the scope of the operations for regulations applicable to the Facility shall occur from and after the Effective Date, including, but not limited to, changes in governmental regulations or reporting requirements, effluent quality standards, monitoring requirements, level of treatment, personnel qualifications, staffing rules or changes in the Scope of Services (as set forth in Exhibit B) which increase or decrease the cost of operating the Facility, then, in that event, the Client shall provide for an increase or decrease in W&C's compensation, as reasonably determined by W&C and agreed to by the Client, retroactive to the date of such notification by W&C or the Client (which shall include a reasonably detailed explanation for the increase to W&C's compensation).

3.07 Maintenance and Repair Costs.

a. Costs up to \$2,500. W&C shall pay the costs of all individual repair parts, maintenance materials, supplies, and outside routine maintenance service items (hereinafter, "M&R Item" or "M&R Items") under \$2,500 per event, excluding W&C labor costs, during the term of this Agreement. The annual budget for such M&R Items costing less than \$2,500 is included in the annual fees to be paid to W&C and is initially established at \$49,000. This annual M&R Item budget will be negotiated and agreed to annually and W&C's fixed fee shall be adjusted accordingly. The Client shall approve in advance and pay for M&R Items that exceed the annual budget. Such approval and payment shall not be unreasonably withheld.

b. Costs \$2,500 and above. Any M&R Item which costs in excess of \$2,500 per event, excluding W&C labor costs, shall be approved by the Client, and paid for in its entirety directly by the Client. Notwithstanding anything to the contrary in this Section, W&C shall have the right, in emergency situations, to authorize the expenditure of monies for M&R Items where the failure to do so would have an adverse effect, as determined by W&C, on safety, the Facility or the Client's equipment.

3.08 Transition Fee Component. The Client shall pay W&C, as Compensation for the transition fee, a total amount of \$107,734 (the "Transition Fee Component"). The Transition Fee Component amount shall be amortized over five (5) of the Client's budget years or 60 months, (i.e. the base term of the contract), beginning with the Client's current budget year. The annual budget amount is outlined in Exhibit C "Annual Budget" and payable to W&C commencing with the Effective Date for the Transition Fee Component related to the Facility. The parties agree that the Transition Fee Component will not be adjusted annually. If the Client should terminate this Agreement prior to repayment of the full Transition Fee Component, then the Client will be responsible for the prorated remaining balance (as described in Exhibit C-1). W&C will begin on-site transition management services 45 days prior to the Commencement date of this Agreement.

3.09 Additional Capital Investments. The Client and W&C will work together to develop, agree on, and execute more substantive capital upgrade projects in an effort to further reduce the Facility's operating and maintenance costs, and/or improve operations control, productivity, and compliance. Projects identified and brought forward by W&C will be presented to and approved by the Client on a case-by-case basis. Funding approaches will be discussed prior to project approvals. In the event the Client and W&C agree that W&C will supply any of the capital necessary to implement the upgrade project, W&C and the Client will, following appropriate internal approvals, structure a separate capital recovery and security agreement for W&C to recover its capital cost and risk, and which will include provisions satisfactory to both parties. W&C will provide appropriate conditions, including a termination provision, conforming to Generally Accepted Accounting Principles ("GAAP") standards, to allow the Client to exercise its rights under the provisions of the agreements while protecting W&C's right to recover and secure its capital investments. Cost, quality, and/or productivity savings generated by these projects, net of any payments or other capital recovery mechanisms employed, will be shared by the Parties on a negotiated basis.

3.10 Contingency or Out-Of-Scope Services includes funds for projects and services that have not been included elsewhere in the Annual Budget and are not clearly defined. This may include emergency services or services from W&C's consulting and engineering business units, which shall be clearly set forth in a separate statement of work. In the event of an emergency, W&C may act without advanced written approval and W&C shall be compensated by the Client for the emergency work; provided, nothing contained in this Agreement or Section shall require W&C to provide any emergency services and failure of W&C to perform any such emergency services shall not impose upon W&C any liability. Expenditures under this category will require advanced written approval by the Client. A Fixed Fee rate of eight percent (3%) will be added to all contingency or out-of-scope services' expenses. Contingency or out-of-scope services' expenses will be billed on a monthly basis.

3.11 W&C shall provide a narrative statement, in a Monthly Operating Report ("MOR"), to the Client on a monthly basis. The MOR shall describe the work accomplished, any problems encountered, and their resolution by W&C during the period by reference to the tasks described in the Scope of Services.

3.12 Invoices are to be forwarded directly to the following:

Client Address:
City Manager
141 Central Avenue
Clewiston, FL. 33440

3.13 In the event that this Agreement is terminated or canceled, or W&C's services are suspended in this Agreement, prior to completion, payment shall be made in accordance with the provisions of Article V, Termination.

ARTICLE IV - TERM OF AGREEMENT

4.01 This Agreement shall remain in full force and effect for five (5) years from the Effective Date.

4.02 The term of this Agreement may be extended for consecutive terms as mutually agreed by the Client and W&C as provided in Article 5.

ARTICLE V - TERMINATION

5.01 Termination for Cause. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party of a default by the other party (the "Defaulting Party"), and the Defaulting Party's failure to cure the default within an additional thirty (30) days; provided, however, if the default can be cured but the cure cannot reasonably be completed within thirty (30) days, termination may not occur until the cure can reasonably be completed as long as the Defaulting Party has commenced steps to cure and diligently continues to pursue such cure.

5.02 Termination for Convenience. Either party may terminate this Agreement upon 180 days' prior written notice to the other party; in the event the Client exercises this provision prior to execution of the full term of this Agreement, the Client will pay W&C all invoiced fees through the date of termination; (ii) any amounts expended by W&C in making investments in the Facility; (iii) the balance of the Transition Fee Component; and (iv) one year of the fixed fee based on the average amount of the prior six months of invoices. These amounts will be paid within thirty (30) days of the date of the invoice.

5.03 Suspension for Nonpayment. This Agreement may be suspended by W&C after forty-five (45) days of non-payment of any invoices by Client. Failure of the Client to provide payment for sixty (60) days shall constitute a material default.

5.04 Automatic Renewal. This Agreement shall be automatically renewed for additional five (5) year terms unless either party notifies the other party in writing of its decision not to renew the Agreement no less than 120 days before the expiration of the then current term.

5.05 Transition Costs. The Client shall pay the balance of the Transition Fee Component within thirty (30) days of any termination of this Agreement.

ARTICLE VI - STANDARDS OF PERFORMANCE

6.01 W&C's objective is to provide its clients with quality operational services consistent with industry standards. To that end, W&C seeks an operational collaboration and dialogue with the Client to achieve a level of performance consistent with industry standards. If the Client has any concerns with the services, the Client shall immediately inform W&C in writing, and the parties shall meet to discuss the concerns. It is understood that the relationship of W&C and the Client is that of an independent contractor. No warranty, express or implied, is made or intended by W&C's undertaking herein or its performance of services. For any professional services rendered under this Agreement, W&C will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.

ARTICLE VII - CHANGES

7.01 W&C or the Client may request, respectively, changes in the Scope of Services authorized under this Agreement which are within the general scope of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: construction and installation of capital projects and repairs caused by events outside W&C's control if these cannot be

accommodated within normal operational hours and normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, pandemics, terrorist acts, or other causes beyond W&C's reasonable control or which result from W&C encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the Client regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written work change orders, executed by the Client and W&C, unless accomplished under emergency conditions with verbal authorization, all subject to an equitable adjustment in compensation to W&C.

7.02 In the event changes in the work result in increased work, the Client will pay W&C for hours worked, equipment used, and materials expended in accordance with Article III, Compensation.

7.03 In an emergency affecting the safety of persons or property, W&C may act, at its discretion, to prevent threatened damage, injury, or loss. Any increase in the monthly fee or extension of time claimed by W&C on account of acts taken in connection with such an emergency shall be paid to W&C in accordance with Article 7.02 above.

ARTICLE VIII – INSURANCE AND LIMITATIONS

8.01 W&C will provide and maintain at all times during the term of this Agreement the following insurance coverage:

- (a) Workers' compensation insurance in compliance with the statutes of the state where the Facility is located.
- (b) Commercial general liability insurance with a limit of One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
- (c) Automobile liability insurance (owned, non-owned, or hired) with a combined single limit of One Million Dollars (\$1,000,000); and
- (d) Professional liability insurance with a limit of One Million Dollars (\$1,000,000) per claim and in the aggregate where professional or design services are provided.

W&C will furnish the Client with Certificates of Insurance as evidence that policies providing the required coverages and limits are in full force and effect.

8.02 Unless covered by insurance carried by W&C pursuant to article 8.01 of this Agreement, in which case the coverage and limits specified to be maintained shall only apply to and hereby expressly limit such covered liabilities, the aggregate liability of W&C for any and all uninsured claims, damages, costs, or expenses, including attorneys' fees under this agreement, whether based in breach of contract, breach of warranty, tort including negligence, strict liability or otherwise, shall not exceed the total annual compensation paid for the services out of which the claim or damage, costs, or expense arose, but in no event shall W&C be liable for any consequential, indirect, special or punitive damages such as, for example, loss of profits or revenue, or the loss of use of client's facilities or property.

8.03 W&C will assist the Client with regulatory compliance pertaining to the day-to-day operation of the Facility. Subject to the limitations of this Agreement and Article, W&C shall operate the Facility in compliance with state and federal regulatory requirements. W&C will pay fines imposed for process upsets and violations of wastewater discharge standards unless the process upsets or violations are attributable to:

- (a) Influent flows and loads that are not within the design capabilities of the Facilities, including but not limited to soluble oil, heavy metals, other toxic substances, excessive suspended solids, and excessive organic loadings (see Exhibit A for design flows),
- (b) The malfunction or failure of equipment giving rise to the violation which is not due to the sole negligence of W&C, or
- (c) Failure by the Client to fulfill its obligations under this Agreement or other agreements with regulatory agencies.

ARTICLE IX - INDEMNIFICATION

9.01 W&C agrees to indemnify and hold the Client harmless from any liability, claim, or cause of action resulting from bodily injury to or illness or death of any third party or destruction of or damage to any property of any third party to the extent caused by the negligence of W&C or its employees in the performance of the services of this Agreement.

9.02 Client agrees to indemnify and hold W&C harmless from any liability, claim, or cause of action resulting from bodily injury to or illness or death of any third party or destruction of or damage to any property of any third party to the extent caused by the negligence of the Client or its employees.

9.03 In the event that both W&C and the Client are found by a finder of fact to be negligent, and the negligence of both is the proximate cause of the liability, claim, damage, cost or expense, then in such event, each party shall be responsible for the proportionate amount of the liability equal to its comparative share of fault.

9.04 Client acknowledges that W&C has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees it is the generator of any such hazardous substance under applicable law. Client acknowledges that, in seeking services of W&C in this Agreement, the Client is requesting W&C to undertake services that present potential uninsurable environmental and other operational risks for the Client's benefit. Therefore, the Client agrees that, except to the extent such liability may arise out of the sole negligence of W&C or its employees in the performance of services under this Agreement, the Client shall defend, indemnify and hold harmless W&C, its officers and employees from and against any and all claims, losses, damages and liabilities, including but not limited to costs of defense and reasonable attorneys' fees, arising under local, state, or federal laws or regulations including but not limited to, the Clean Air Act, the Clean Water Act, CERCLA, RCRA, or analogous state or local laws directly or indirectly connected with the alleged, threatened or actual discharge, dispersal, release, migration of pollutants, contaminants, or chemicals which may be present at or beneath the Facility's premises.

9.05 Client acknowledges that inherent with the operations and maintenance of: W&C will be responsible for performing its services in accordance with commercially reasonable and accepted practices to prevent such Third-Party Damage Claims. Client acknowledges that Third Party Damage Claims cannot be avoided entirely because of capacity limitations and flaws inherent in the systems, limitations on the ability to accurately assess and predict the condition of underground systems and other reasons that make it unfeasible and impossible as a practical matter to eliminate such damages. Therefore, W&C shall not be responsible for the costs associated with such Third-Party Damage Claims unless it is finally determined, either by W&C in good faith after its investigation, or by a court of law, that the predominant cause of the damage was the failure of W&C to perform its services in accordance with commercially reasonable and generally accepted standards. Otherwise, and until such determination is made, the Client shall be responsible to defend and handle such claims in accordance with whatever practices it chooses to employ, and neither the Client nor its insurance company shall make any claims against W&C or its insurance company for any costs associated with such Third-Party Damage Claims.

ARTICLE X - MISCELLANEOUS

10.01 During the term of this Agreement and for a period of twelve months after the termination thereof for any reason, the Client shall not directly or indirectly solicit for employment or employ any employee of W&C that has provided services to the Client under this Agreement. The client agrees that if it violates this provision, irreparable harm will occur, and money damages alone will be insufficient to compensate W&C. Therefore, in addition to any and all remedies at law, W&C will be entitled to seek injunctive relief, specific performance, or other equitable relief.

10.02 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both parties.

10.03 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to;

Woodard & Curran
Attention: Legal Department
12 Mountfort St.
Portland, ME 04101

and to the Client, Attention: Lynne Mila, Compliance Manager, at the addresses set forth for each in the opening paragraph of this Agreement.

10.04 No waiver, discharge, or renunciation of any claim or right of W&C arising out of breach of this Agreement by the Client shall be effective unless signed in writing by W&C and supported by separate consideration.

10.05 This Agreement shall be deemed to have been made in the state where the Facility is located and shall be governed by and construed in accordance with the laws of the state where the Facility is located.

10.06 If a dispute arises pursuant to this Agreement and is not resolved by mutual agreement within sixty (60) calendar days from written notice of the Dispute, a mutually acceptable third-party mediator having expertise in the subject matter of the Dispute will be engaged to mediate the Dispute. The expense of the mediator would be shared equally by the parties. All mediation documents and discussions pursuant to this

clause are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Federal Rules of Evidence and applicable State Rules of Evidence.

10.07 Notwithstanding any other provision to the contrary, for any professional services performed under this Agreement, W&C will retain all right, title and interest, including without limitation all intellectual property rights in and to (a) W&C's designs, tools, methodologies, programs, proprietary software, software frameworks, source code, specifications; and (b) third-party works or products that W&C has acquired the rights to use or derivative works or modifications to the same.

IN WITNESS THEREOF, W&C, by its duly authorized officer, and the Client, by its duly authorized administrator, have executed this Agreement as of the date and year first above written.

[SIGNATURES ON NEXT PAGE]

DRAFT

City of Clewiston

Attest _____

By: _____

(Print Name)

(Title)

(Date)

Woodard & Curran, Inc.

Attest _____

By: _____

(Print Name)

(Title)

(Date)

EXHIBIT A**DESIGN CAPABILITIES FOR TREATMENT FACILITY**

The Facility and design capabilities of the Facility are as set forth in the original engineering plans and specifications for the Facility as provided by the Client to W&C upon the Effective Date as follows:

1. Treatment Facility Design Capabilities:
 1. Design Flow: 1.5 MGD
 2. Design Loadings: 2,752#BOD/DAY
2,225#SS/DAY
2. Treatment Facility Average Daily
 1. Avg. Daily Flow: 1.28 MGD
 2. Avg. Daily Loadings: 2,239#BOD/DAY
1,751#SS/DAY
3. NPDES Permit No: __FL0040665__

EXHIBIT B

WOODARD & CURRAN SCOPE OF SERVICES

The W&C Services to be provided by Woodard & Curran during the term of this Agreement shall include and be limited to the following:

1. Facilities Operation. W&C shall operate and manage the Facility per requirements established by the governmental authorities having jurisdiction over the Facility and in accordance with the applicable industry standard of care. W&C shall comply with all applicable local, state and federal laws and regulations as they pertain to the Facilities to provide that the treated wastewater meets the discharge standards established by the FLDEP issued to the Client by such authority as long as the incoming wastewater does not exceed the design limitations set forth in Exhibit A and as otherwise set forth in Article 8.03 of the Agreement.

2. Project Management and Staffing. W&C shall staff the Facility with a Facility Manager with a C license, and operations staff experienced in the areas of wastewater treatment, process control, laboratory analysis and maintenance procedures for wastewater treatment. Current acceptable staffing levels consist of two full time personnel.

3. Project Support. W&C shall, as required and determined by W&C, provide on-call, backup expertise in operations, management, and maintenance applications to ensure compliance with this Agreement.

4. Repair and Maintenance. W&C shall pay the costs of M&R Items under \$2,500 per event, excluding W&C labor costs, during the term of this Agreement.

5. Information Systems. W&C shall maintain computer software effective in the management of scheduled, preventive maintenance, capital repairs, emergency repairs, predictive maintenance, process control and compliance reporting. In so doing, W&C will use processes and tools that are readily available in the marketplace, which are not necessarily native to its system. There are constant advancements and rapidly changing risks inherent with the security of such systems, beyond the control of W&C; accordingly, the Client accepts these risks and W&C shall not be responsible for any damages, claims, interferences, incidents, breaches, or other security vulnerabilities with respect to these information systems. The Client further acknowledges and agrees that it has been and shall continue to maintain responsibility for the security of its information systems and that in providing the Services hereunder, W&C does not make any guarantees or represent that its services will result in the security of these systems.

6. Operational Costs and Expenses. W&C shall provide and pay all costs of W&C employees, electricity, chemicals, laboratory, spare parts, materials, maintenance, repairs and expendable supplies required in the normal operation and maintenance of the Facility while it is responsible for the operation of the management of the Facility, except sludge disposal and to the extent otherwise provided in the Agreement.

7. Hazardous Substances or Biological Toxic Substances. In the event that any Hazardous Substance (as defined below) or Biological Toxic Substance (as defined below) is received at the

Facility, W&C shall notify the Client and assist the Client in the removal and/or reduction of such Hazardous Substance or Biological Toxic Substance. In the event that any Hazardous Substance or Biological Toxic Substance cannot be treated or removed using the processes and equipment provided, W&C shall not be responsible for additional operational costs and expenses until the Hazardous Substance or Biological Toxic Substance is removed from the Facility and the Facility has completely recovered. For all purposes of this Exhibit B and the Agreement to which it is attached, "Hazardous Substance" shall mean (a) any petroleum, petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials or polychlorinated biphenyls; or (b) any chemical, material or substance defined or regulated as hazardous or as a pollutant, contaminant or waste under any statute, law, ordinance, by-law, decree, regulation, code, order, rule or judgment of any governmental authority having the force of law. For all purposes of this Exhibit B and the Agreement to which it is attached, "Biological Toxic Substance" shall mean any substance or combination of substances contained in the Facility's influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater. The Parties agree that the presumption shall be that any Biological Toxic Substance present in the Facility entered with the influent unless it can be demonstrated otherwise. Biological Toxic Substances include, but are not limited to, heavy metals, phenols, cyanides, pesticides, herbicides, acids, caustics, chlorine, quaternary ammonia, and other cleaning or sanitizing compounds. W&C shall not be deemed the owner of sludge residuals but acting as an agent of the Client.

8. Other Issues Outside the Control of the Operator. In the event that any influences outside the control of W&C cause operational issues W&C shall not be responsible for additional operational costs and expenses until such time as those influences are stopped and the Facility has had ample time to recover.

9. Testing and Laboratory Analysis. W&C shall perform the sampling and analysis as required for the proper operation of the Facility for process control and compliance standards to include the WWTP. W&C shall prepare all permit monitoring and operations reports and submit them to the Client for final review and sign-off prior to submission to the appropriate regulatory agency having jurisdiction over the Facility.

10. Reporting. W&C shall submit internal reports relating to the operations of the Facility to the Client and assist the Client in the Client's reporting requirements to local, state, and federal regulatory agencies, all in accordance with mutually agreed upon procedures. W&C shall be responsible for representing the Client with the relevant regulatory agencies and advise the Client of all meetings, hearings, and relevant related information for the Facility. The Client shall participate in such meetings of regulatory or governmental agencies as the Client or W&C deems necessary.

11. Records of Operation. Records maintained by W&C shall be in compliance with all applicable laws and regulations. These records, capable of providing historical data and trend, shall be the property of the Client. W&C shall maintain these records at the Facility site, available during the term of this Agreement for use by authorized Client personnel. W&C agrees to provide the Client's officials with access to the Facility at any time, upon reasonable prior notice.

12. Safety. W&C shall administer a site-specific safety program to include training, record keeping and safety meetings, all in conformance with applicable law and regulations. W&C has built into the budget \$16,000 for necessary OSHA compliance.

13. Training. W&C shall implement an on-going training program, with classroom and hands-on training for all Facility and designated city personnel. Training shall include Facility operations and maintenance, laboratory operations and maintenance, supervisory skills, and energy management.

14. Capital Budget Submission. On an annual basis, W&C shall provide a formal report to the Client on W&C's projection of capital needs and assist the Client with the preparation of the Client's Annual Budget. W&C shall annually submit its recommendations regarding additions to or deletions from the Client's scheduled program. W&C shall submit a detailed rationale for any changes or additions, along with related preliminary cost estimates. Implementation of these recommendations by the Client, however, is not a condition of W&C's performance of the services. Review and approval of these capital expenditures shall remain the responsibility of the Client.

15. Emergency Response Plan. W&C, in cooperation with the Client, shall maintain and implement an emergency response plan for the Facility that shall be in compliance with all applicable regulations. The emergency response plan shall be reviewed and updated annually.

16. Facility Inventory. The Client shall provide W&C with a complete inventory of the equipment and other physical assets at the Facility within one month of the Effective Date. W&C will provide the Client with a complete inventory of W&C's equipment brought onto the Facility within one month of the Effective Date. Any temporary or portable equipment which is provided by W&C during the term of this Agreement shall remain the property of W&C upon termination of this Agreement. Each party shall be responsible for the insurable risk and maintain ownership of their respective inventoried equipment and physical assets.

Exhibit C

Annual Budget

The table below reflects the first year's estimated budget. Each subsequent Annual Budget shall reflect 12 months' worth of expenses for the period January 1st through December 31st

The budget shall be negotiated and agreed to by both parties annually as described in Article III and the line-item budget provided below shall be based upon the parameters outlined in Article III.

Year 1 Fee Schedule – 12 Months

Direct Salary & Benefits	\$295,057
Overhead Costs	\$78,682
Chemicals Costs	\$45,000
Maintenance and Repair Costs	\$49,000
Utility Costs	\$109,399
Sludge Disposal Costs	\$0
Lab Supplies & Equipment Costs	\$50,980
Office Supplies	\$3,000
Miscellaneous Costs	\$33,442
Other Operating Costs	\$43,701
Total Operating Costs	\$708,262
Fixed Fee for First Twelve (12) Months	\$56,661
Transition Fee Component (\$107,734 / Amortized over 5 years / 60 months)	\$21,547
Total Budgeted Costs for First Twelve (12) Months	\$786,470
Monthly Invoice	\$65,539

**Miscellaneous Costs = Vehicle Costs, Support Travel Expenses, Employee Health & Safety and Training

**Other Operating Costs = Sub-Maintenance Agreements, Trash Disposal, Technology HW & SW and Fuel

Exhibit C-1**Transition Cost Termination Schedule**

Termination Year	Amount Owed
End of Contract Year One	\$86,187
End of Contract Year Two	\$64,640
End of Contract Year Three	\$43,093
End of Contract Year Four	\$21,547
End of Contract Year Five	\$0

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
PROCURED BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025 by and between the City of Clewiston, hereinafter referred to as the "City", and Woodard & Curran, Inc., a for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor", collectively the "Parties".

WHEREAS, Contractor entered into an agreement dated February 17, 2025 for operation and maintenance of utilities with the City of Bushnell, a Florida municipal corporation (the "Contract"), attached hereto with bid materials and incorporated herein as composite Exhibit "A" to this Agreement; and

WHEREAS, the City of Clewiston, a Florida municipal corporation, has the legal authority pursuant to Section 2-79(d) of the Clewiston Code to "piggyback" onto a contract competitively awarded to another Florida governmental entity when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City desires to "piggyback" onto the above referenced Contract between the Contractor and the City for utilization of the same or similar services for operation and maintenance of utilities (the "Work") and the Contractor consents to the aforesaid "piggybacking".

NOW, THEREFORE, having been found to be in the public interest and in consideration of their respective undertakings hereunder, the Parties agree as follows:

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the City of Bushnell and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term "City of Clewiston" shall be substituted for the term "City of Bushnell" throughout the Contract.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the Work is completed.
3. The Contractor agrees to provide City with all insurance and legal certificates in the name of the City as required by the Contract.
4. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, the Contractor shall provide the public agency with a copy of the requested records or allow the

records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.
- g. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- h. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- i. A notice complies with subparagraph 4.(h).ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- k. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Clewiston, Attn: Lakisha Burch, City Clerk, 115 W Ventura Ave., Clewiston, FL 33440. Lakisha.burch@clewiston-fl.gov (863) 983-1484 X 105.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective on the date the last party hereto executes below.

CITY OF CLEWISTON:

Date Signed: _____

ATTEST:

JAMES PITTMAN, Mayor

CITY CLERK

Kaylee Tuck, City Attorney

WITNESSES:

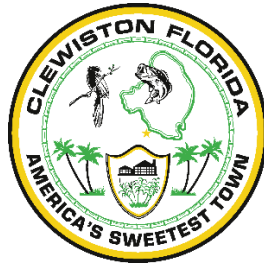
NAME: _____
[PRINT/TYPE]

NAME: _____
[PRINT/TYPE]

“CONTRACTOR”

BY: _____
NAME: _____
[PRINT/TYPE]

TITLE: _____
DATE: _____



Agenda Item Memorandum

TO: City of Clewiston Commission

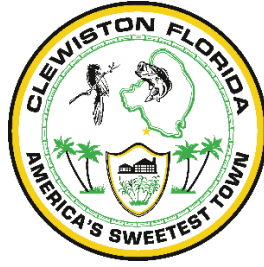
FROM: Christopher Cooper, Building Official

DATE: July 28, 2025

SUBJECT: Discuss and direct staff on how to proceed with Commercial Modulares.

Background:

Christopher Cooper, Building Official, will present information to the Commission and await directions on how to proceed.



Agenda Item Memorandum

TO: City of Clewiston Commission

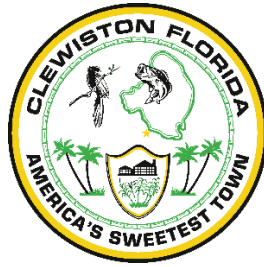
FROM: Christopher Cooper, Building Official

DATE: July 28, 2025

SUBJECT: Discuss and direct staff on how to proceed with Storage on Private Property.

Background:

Christopher Cooper, Building Official, will present information to the Commission and await directions on how to proceed.



Agenda Item Memorandum

TO: City of Clewiston Commission

FROM: Christopher Cooper, Building Official

DATE: July 28, 2025

SUBJECT: Discuss and direct staff on how to proceed with Short term rentals.

Background:

Christopher Cooper, Building Official, will present information to the Commission and await directions on how to proceed.