CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, December 16, 2019 – 5:00 p.m.

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

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

1. **Consent Agenda**
   A. *City Commission Workshop Minutes – August 19, 2019*
   B. *City Commission Meeting Minutes – August 19, 2019*
   C. *Resolution No. 2019-82 – Budget Amendments for FY 2019-2020*
   D. *Resolution No. 2019-83 - FDLE Grant Adjustment Number 9*
   E. *Resolution No. 2019-84 – Authorization to purchase Altec AT41M Bucket Truck*
   F. *Resolution No. 2019-85 – 2020 Regular Commission Meeting Schedule*
   G. *Resolution No. 2019-86 - Declaration of Surplus Equipment*
   H. *Event Application – 2nd Annual Iron Tiger 5K – January 11, 2020*
   Exhibit: Agenda Item No. 1A-H
   Recommendation: Recommended motion is to approve the consent agenda.

PUBLIC HEARING

2. **Ordinance No. 2019-09 – Public Hearing – Final Reading – 5:00 p.m. –** Ordinance No. 2019-09 abandons a portion of the right-of-way that adjoins the property of Stephen and Norma Schneider located at 800 West Royal Palm Avenue with deed restrictions.
   Exhibit: Agenda Item No. 2
   Recommendation: Commission Discretion

PRESENTATIONS

3. **Presentation of City of Clewiston Crime Statistics and Department Update –** Clewiston Police Chief Aaron Angell

4. **Presentation of C-21 Permit Status and Herbert Hoover Dike Cutoff Wall Project –** Andy Tilton, Johnson Engineering, Inc.

RESOLUTIONS

5. **Approval of Resolution No. 2019-87, Resolution No. 2019-88 and Resolution No. 2019-89 regarding the C-21 Bridge Project.**

   A. Resolution No. 2019-87 – Resolution No. 2019-87 adopts amendments to the budget for FY 2019-2020.
   Exhibit: Agenda Item No. 5
   Recommendation: Recommended motion is to approve Resolution No. 2019-87.

   B. Resolution No. 2019-88 – Resolution No. 2019-88 approves Change Order No. 01 to Work Order No. 04 in the amount of $16,800 for the C-21 Bridge Project.
   Exhibit: Agenda Item No. 5
   Recommendation: Recommended motion is to approve Resolution No. 2019-88.

   C. Resolution No. 2019-89 – Resolution No. 2019-89 approves Wantman Group, Inc. (WGI) proposal for additional structural engineering services in the amount of $99,830 for the C-21 Bridge Project.
   Exhibit: Agenda Item No. 5
   Recommendation: Recommended motion is approve Resolution No. 2019-89.

6. **Approval of Resolution No. 2019-90 and Resolution No. 2019-91 regarding the East Ventura Avenue Road Resurfacing Design Project.**

   A. Resolution No. 2019-90 – Resolution No. 2019-90 adopts amendments to the budget for FY 2019-2020.
   Exhibit: Agenda Item No. 6
   Recommendation: Recommended motion is to approve Resolution No. 2019-90.

   B. Resolution No. 2019-91 – Resolution No. 2019-91 approves Johnson Engineering, Inc. Work Order No. 17 for $63,941.36 for the East Ventura Avenue Road Resurfacing Design.
   Exhibit: Agenda Item No. 6
   Recommendation: Recommended motion is to approve Resolution No. 2019-91.

7. **Resolution No. 2019-92 –** Resolution No. 2019-92 authorizes the renewal of the Irrevocable Standby Letter of Credit from First Bank in the amount of $28,236 for two one-year periods pending the City Attorney's review of the letter of credit renewal documents. The letter of credit guarantees the Community Aesthetic Feature Agreement between the City and FDOT and secures the City's obligation to restore the right-of-way in the event the Local Identification Marker ("Welcome to Clewiston" sign) is removed. The cost for the renewal is $500 ($250 per year).
   Exhibit: Agenda Item No. 7

Recommendation: Recommended motion is to approve Resolution No. 2019-92.

8. **Acceptance of Proposals and Approval of Contracts for 2020 Grounds Maintenance Contracts for Areas A and B –** A Request for Bids was advertised in the Lake Okeechobee News on November 27, 2019 for grounds maintenance services. Bids were received and opened on December 11, 2019. Bids ranged from $52,800 to $59,775 for Area A; $47,775 to $66,000 for Area B; and $104,775 to $120,000 for Areas A and B combined. Public Works Director Sean Scheffler will have a recommendation at the meeting.

   A. Resolution No. 2019-93 – Resolution No. 2019-93 accepting the proposal for grounds maintenance services and approving the 2020 Grounds Maintenance Contract for Area A will be provided at the meeting.
   Exhibit: Agenda Item No. 8
   Recommendation: Recommended motion is to approve Resolution No. 2019-93.

   B. Resolution No. 2019-94 – Resolution No. 2019-94 accepting the proposal for grounds maintenance services and approving the 2020 Grounds Maintenance Contract for Area B will be provided at the meeting.
   Exhibit: Agenda Item No. 8
   Recommendation: Recommended motion is to approve Resolution No. 2019-94.

9. **Approval of Change Order No. 1 and Final Payment to Florida Design Drilling Corp. for the emergency repair of the City's water system.**

   A. Resolution No. 2019-95 - Resolution No. 2019-95 approves and authorizes the Mayor to sign Change Order No. 1 for the emergency repair of the City's water system. Change Order No. 1 is a project cost deduction in the amount of $21,495.97 and is necessary to delete from the scope of the contract the installation of the second refurbished well pump and motor.
   Exhibit: Agenda Item No. 9
   Recommendation: Recommended motion is to approve Resolution No. 2019-95.

   B. Resolution No. 2019-96 - Resolution No. 2019-96 approves the final payment in the amount of $14,350.39 to Florida Design Drilling Corp. for the emergency repair of the City's water system, pending a final release from Florida Design Drilling Corp. and receipt of a Certification from McCafferty Brinson Consulting, LLC that the work has been completed and inspected, and all warranties are delivered.
   Exhibit: Agenda Item No. 9
   Recommendation: Recommended motion is to approve Resolution No. 2019-96.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

10. **City of Clewiston Comprehensive Emergency Management Plan Update**
    Exhibit: Agenda Item No. 10
    Recommendation: Commission Discretion

11. **Attorney/Client Meeting (Shade Meeting)** – This meeting was requested by City Attorney Gary Brandenburg at the November 18, 2019 City Commission Meeting regarding the matter of Clewiston Commons v. City of Clewiston, et al.

12. **Attorney/Client Meeting (Shade Meeting)** – This meeting was requested by the City Commission at the November 18, 2019 City Commission Meeting regarding the matter of City of Clewiston v. Johnson-Prewitt & Associates, Inc.

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

Comments from City Manager

Comments from City Attorney

Comments from the City Commission

Adjournment

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

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

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

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

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Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, August 19, 2019

The City of Clewiston City Commission held their regular workshop in the City Hall Commission Chambers, Monday, August 19, 2019. The meeting was called to order at 4:30 p.m. by Mayor Gardner.

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

Mayor Gardner asked if anyone had any questions or needed any additional information on any items of the agenda. There were no questions or requests for additional information.

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA – City Manager Randy Martin stated that there is an additional action item for the agenda to appropriate the funding for the purchase of the golf carts.

1. Consent Agenda

A. *Special City Commission Meeting Minutes – May 17, 2019*
B. *City Commission Workshop Minutes – May 20, 2019*
C. *City Commission Meeting Minutes – May 20, 2019*
D. *Informational Item - C-21 Bridge Project Updated Timeline*

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

Mayor Gardner announced that representatives from Quanta Technology and FMPA are here to present the proposal for the Automated Metering Infrastructure. She also informed the Board that they have been provided with a copy of the Airglades International Airport Update that was presented at the Chamber of Commerce on Thursday. Manager Martin stated that the Advanced Metering Infrastructure presentation is only to prepare the Commission for future action.

QUANTA TECHNOLOGY, LLC ADVANCED METERING INFRASTRUCTURE (AMI) DEPLOYMENT PROPOSAL REVIEW (August 19, 2019 Workshop) – Cairo Venegas, FMPA Compliance Manager Lynne Mila introduced Cairo Venegas of FMPA and Diana Prkacin of Quanta Technology to the Commission. Mayor Gardner thanked both of them for coming to bring this information to us and explained that we have looked at different options and most of them were not affordable for us. Manager Martin stated that the proposal presented is for the Commission to take home and study for consideration in the future. Mr. Venegas stated that

FMPA would like to do a mirror image of what they did for the City of Newberry. He then reviewed the proposal along with the benefits and risks of the system with the Commission. He stated that most of the cities that have deployed the program are cities with a population of 50,000 or larger. Utilities Director Danny Williams stated that the price has come down which is what the smaller cities have been looking at. Commissioner Rodriguez stated that accuracy is important but expressed concern that we may have to invest money every three to five years. Mayor Gardner expressed her concern with the handling of the upgrades and maintenance. Mayor Gardner thanked Mr. Venegas and Ms. Prkacin again for coming to present the information to them.

HERBERT HOOVER DIKE CLEWISTON AREA PROJECT UPDATE – Ingrid Bon, U.S. Army Corps of Engineers

ORDINANCES

2. **Ordinance No. 2019-03 – First Reading –** Ordinance No. 2019-03 approves the City of Clewiston Honesty, Integrity and Government in the Sunshine Guide dated July 25, 2019.
   Exhibit: Agenda Item No. 2
   Recommendation: Recommended motion is to approve Ordinance No. 2019-03 on first reading and set the public hearing for September 23, 2019.

3. **Ordinance No. 2019-04 – First Reading –** Ordinance No. 2019-04 modifies Article VI, Section 110-525 of the Clewiston Code of Ordinances relating to home occupations.
   Exhibit: Agenda Item Report No. 3
   Recommendation: Recommended motion is to approve Ordinance No. 2019-04 on first reading and set the public hearing for September 23, 2019.

4. **Ordinance No. 2019-05 – First Reading –** Ordinance No. 2019-05 approves the proposed change to Section 58-10 of the Clewiston Code of Ordinances regarding outdoor roadside sales of merchandise.
   Exhibit: Agenda Item Report No. 4
   Recommendation: Recommended motion is to approve Ordinance No. 2019-05 on first reading and set the public hearing for September 23, 2019.

5. **Ordinance No. 2019-06 – First Reading –** Ordinance No. 2019-06 amends Article VII Section 22-152 of the Clewiston Code of Ordinances, providing for the exclusion of hemp-based low-THC CBD oil from the definition of "Cannabis".
   Exhibit: Agenda Item Report No. 5
   Recommendation: Recommended motion is to approve Ordinance No. 2019-06 on first reading and set the public hearing for September 23, 2019.

6. **Ordinance No. 2019-07 – First Reading –** Ordinance No. 2019-07 amends Chapter 38 of the Code of Ordinances of the City of Clewiston relating to fireworks use within the City limits.
   Exhibit: Agenda Item Report No. 6

Recommendation: Recommended motion is to approve Ordinance No. 2019-07 on first reading and set the public hearing for September 23, 2019.

7. **Ordinance No. 2019-08 – First Reading –** Ordinance No. 2019-08 rezones Lot 17, Block 410 of the General Plan of Clewiston from Mobile Home and Recreational Vehicle Park District (RM-1) to the Industrial District (I).
Exhibit: Agenda Item Report No. 7
Recommendation: Recommended motion is to approve Ordinance No. 2019-08 on first reading and set the public hearing for September 23, 2019.

RESOLUTIONS

8. **Resolution No. 2019-47 –** Resolution No. 2019-47 approves the Local Memorandum of Understanding Between the Hendry County Amateur Radio Emergency Service (ARES) and the City of Clewiston in order to establish a framework of cooperation and a close working relationship with volunteer radio amateurs to best serve the public in disaster, emergency or other public service related situations.
Exhibit: Agenda Item Report No. 8
Recommendation: Recommended motion is to approve Resolution No. 2019-47.

9. **Resolution No. 2019-48 –** Resolution No. 2019-48 approves the Amendment to the Continuing Agreement for Professional Services, Dated May 23, 2018, Between Johnson Engineering, Inc. and the City of Clewiston pertaining to indemnification of the Florida Department of Transportation (FDOT) and cooperation with the State of Florida Inspector General.
Exhibit: Agenda Item Report No. 9
Recommendation: Recommended motion is to approve Resolution No. 2019-48.

10. **Resolution No. 2019-49 –** Resolution No. 2019-49 approves Modification #Z0012-2 to Subgrant Agreement Between the Division of Emergency Management and City of Clewiston regarding Hurricane Irma assistance. This modification is needed in order to include two (2) additional projects for which funds have been obligated.
Exhibit: Agenda Item Report No. 10
Recommendation: Recommended motion is to approve Resolution No. 2019-49.

11. **Resolution No. 2019-50 –** Resolution No. 2019-50 approves the Coverage Agreement between Florida Municipal Insurance Trust and the City of Clewiston outlining medical coverages and premiums for FY 2020.
Exhibit: Agenda Item Report No. 11
Recommendation: Recommended motion is to approve Resolution No. 2019-50.

12A. **Resolution No. 2019-52 –** Resolution No. 2019-52 adopts Amendment 1 to the budget for FY 2018-2019 regarding the purchase of sixty (60) new 2020 golf carts from Club Car, LLC.
Exhibit: Agenda Item Report No. 12A
Recommendation: Recommended motion is to approve Resolution No. 2019-52.

12B. Resolution No. 2019-51 – Resolution No. 2019-51 authorizes the purchase of sixty (60) new 2020 golf carts from Club Car, LLC for the Clewiston Golf Course, utilizing the current golf cart fleet trade-in value of $59,950.00 and directs staff to seek financing proposals from local banking institutions.

Exhibit: Agenda Item Report No. 12B

Recommendation: Recommended motion is to approve Resolution No. 2019-51.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

13. Discussion regarding the changing of dedicated alleys to easements (This item was tabled at the July 22, 2019 City Commission Meeting to a time certain of August 19, 2019.) – The Planning & Zoning Board met on June 19, 2019 to review the proposed changes to Section 110-2 of the City of Clewiston Code of Ordinances regarding the definition of a rear setback.

Exhibit: Agenda Item Report No. 13

Recommendation: Manager's recommended motion is to table this agenda item until the analysis is complete.

14. Discussion regarding the application for a Vacation of Easement, Right Of Way or Plat (This agenda item was tabled at the July 22, 2019 City Commission Meeting.) – The Planning & Zoning Board met on June 19, 2019 to discuss the application for a Vacation of Easement, Right Of Way or Plat by Stephen E. and Norma R. Schneider requesting the City to abandon the easement described as "Parcel A" on the Descriptive Drawing prepared by Johnson-Prewitt & Associates, Inc., which parcel is adjacent to the applicants' homestead property located at 800 West Royal Palm Avenue.

Exhibit: Agenda Item Report No. 14

Recommendation: Commission Discretion

15. Discussion regarding the Commission Meeting and Workshop Schedule for October, November and December, 2019 – City Manager Randy Martin

Recommendation: Manager's recommended motion is to cancel the Commission Meetings and Workshops scheduled for October 7, 2019, November 4, 2019 and December 2, 2019 so that one meeting and workshop will be held each month on October 21, 2019, November 18, 2019 and December 16, 2019.

16. Departmental Monthly Activity Reports - Presented for information only.

PUBLIC COMMENTS - At this time, any person will be allowed to speak on any matter that pertains to City business.

COMMENTS FROM CITY MANAGER

COMMENTS FROM THE CITY ATTORNEY

COMMENTS FROM THE CITY COMMISSION

ADJOURNMENT

No official action was taken on any item.

The Workshop adjourned at 5:29 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
August 19, 2019

The City of Clewiston City Commission held its regular Commission Meeting in the City Hall Commission Chambers Monday, August 19, 2019. The meeting was called to order at 5:30 p.m. by Mayor Gardner. Pastor Ivan Cerda of Iglesia Vida Nueva, on behalf of the Clewiston Ministerial Association, gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Randy Martin, Interim City Clerk Kathy Combass, Finance Director Shari Howell, Police Chief Aaron Angell, Assistant Police Chief Marci VanD'Huynslager, Utilities Director Danny Williams, Public Works Director Sean Scheffler, Community Development Director Travis Reese, Code Enforcement Officer Debbie McNeil, Golf Director Robbie Rush, Lynne Mila, JD Lucas, City Engineer Andy Tilton and City Attorney Gary Brandenburg.

Visitors Present: Belinda Smith, Gary Corley, Ivan Cerda, Steve and Norma Schneider, Jerry Cochrane, Laura Smith, Christine Howell, Lisa Walker, Terry Gardner, Donnie Hughes, Raoul Bataller, Miller Couse, Asa and Betty Godsey, Frank Harris, Brian Sullivan, Hector Guardia and Ingrid Bon.

ADDITIONS/DELETIONS/CHANGES AND APPROVAL OF THE AGENDA – Manager Martin stated that Resolution No. 2019-52 approving a budget amendment is added as Agenda Item No. 12A and Agenda Item No. 12 is renumbered as Agenda Item No. 12B.

1. Consent Agenda

A. *Special City Commission Meeting Minutes – May 17, 2019*
B. *City Commission Workshop Minutes – May 20, 2019*
C. *City Commission Meeting Minutes – May 20, 2019*
D. *Informational Item - C-21 Bridge Project Updated Timeline*

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

QUANTA TECHNOLOGY, LLC ADVANCED METERING INFRASTRUCTURE (AMI) DEPLOYMENT PROPOSAL REVIEW (August 19, 2019 Workshop) – Cairo Venegas, FMPA

HERBERT HOOVER DIKE CLEWISTON AREA PROJECT UPDATE – Ingrid Bon, U.S. Army Corps of Engineers

Mayor Gardner welcomed Ingrid Bon, one of the U.S. Army Corps of Engineers' project managers of this project. Ms. Bon reviewed the project goals, rehabilitation solutions and implementation plan with the Commission. She stated the project must be complete by 2022. Mayor Gardner asked Manager Martin to find out when the comment period ends and when the new flood maps will go into effect for the community. Attorney Brandenburg raised questions regarding the duration of the Clewiston portion of the project, the number of hours per day the work will be running and the amount of lighting that will used. Ms. Bon responded that all of the task order contracts are scheduled through some time in 2022; the contractors are allowed to work 24 hours per day; and there are no restrictions regarding lighting and noise unless there is a City ordinance regarding those matters. She confirmed that Task Orders 1 and 2 are let and the recreation area will be closed during the construction. She agreed to inform Manager Martin of the dates the recreation area will be closed and confirmed the contractors have agreed that no work on Task Order #2 of the project from November through February each year will be done. At Mayor Gardner's request, Ms. Bon agreed to provide a schedule to Manager Martin once it is approved.

ORDINANCES

2. **Ordinance No. 2019-03 – First Reading –** Ordinance No. 2019-03 approves the City of Clewiston Honesty, Integrity and Government in the Sunshine Guide dated July 25, 2019.

   Mayor Gardner summarized and read Ordinance No. 2019-03 by title.

   Commissioner McGahee made a motion, seconded by Commissioner Rodriguez, to approve Ordinance No. 2019-03 on first reading and set the public hearing for September 23, 2019. Vote 5 yeas, 0 nays

3. **Ordinance No. 2019-04 – First Reading –** Ordinance No. 2019-04 modifies Article VI, Section 110-525 of the Clewiston Code of Ordinances relating to home occupations.

   Mayor Gardner summarized and read Ordinance No. 2019-04 by title.

   Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Ordinance No. 2019-04 on first reading and set the public hearing for September 23, 2019. Vote 5 yeas, 0 nays

4. **Ordinance No. 2019-05 – First Reading –** Ordinance No. 2019-05 approves the proposed change to Section 58-10 of the Clewiston Code of Ordinances regarding outdoor roadside sales of merchandise.

   Mayor Gardner summarized and read Ordinance No. 2019-05 by title.

   Commissioner McGahee made a motion, seconded by Vice Mayor Atkinson, to approve Ordinance No. 2019-05 on first reading and set the public hearing for September 23, 2019. Vote 5 yeas, 0 nays

5. **Ordinance No. 2019-06 – First Reading –** Ordinance No. 2019-06 amends Article VII Section 22-152 of the Clewiston Code of Ordinances, providing for the exclusion of hemp-based low-THC CBD oil from the definition of "Cannabis".

Mayor Gardner summarized and read Ordinance No. 2019-06 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve Ordinance No. 2019-06 on first reading and set the public hearing for September 23, 2019. Vote 5 yeas, 0 nays

6. **Ordinance No. 2019-07 – First Reading –** Ordinance No. 2019-07 amends Chapter 38 of the Code of Ordinances of the City of Clewiston relating to fireworks use within the City limits.

Mayor Gardner summarized and read Ordinance No. 2019-07 by title.

Commissioner Petersen made a motion, seconded by Commissioner McGahee, to approve Ordinance No. 2019-07 on first reading and set the public hearing for September 23, 2019. Vote 5 yeas, 0 nays

7. **Ordinance No. 2019-08 – First Reading –** Ordinance No. 2019-08 rezones Lot 17, Block 410 of the General Plan of Clewiston from Mobile Home and Recreational Vehicle Park District (RM-1) to the Industrial District (I).

Mayor Gardner summarized and read ordinance No. 2019-08 by title.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Ordinance No. 2019-08 on first reading and set the public hearing for September 23, 2019. Vote 5 yeas, 0 nays

RESOLUTIONS

8. **Resolution No. 2019-47 –** Resolution No. 2019-47 approves the Local Memorandum of Understanding Between the Hendry County Amateur Radio Emergency Service (ARES) and the City of Clewiston in order to establish a framework of cooperation and a close working relationship with volunteer radio amateurs to best serve the public in disaster, emergency or other public service related situations.

Mayor Gardner summarized and read Resolution No. 2019-47 by title.

Commissioner Petersen made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-47. Vote 5 yeas, 0 nays.

9. **Resolution No. 2019-48 –** Resolution No. 2019-48 approves the Amendment to the Continuing Agreement for Professional Services, Dated May 23, 2018, Between Johnson Engineering, Inc. and the City of Clewiston pertaining to indemnification of the Florida

Department of Transportation (FDOT) and cooperation with the State of Florida Inspector General.

Mayor Gardner summarized and read Resolution No. 2019-48 by title.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-48. Vote 5 yeas, 0 nays.

10. **Resolution No. 2019-49** – Resolution No. 2019-49 approves Modification #Z0012-2 to Subgrant Agreement Between the Division of Emergency Management and City of Clewiston regarding Hurricane Irma assistance. This modification is needed in order to include two (2) additional projects for which funds have been obligated.

Mayor Gardner summarized and read Resolution No. 2019-49 by title.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-49. Vote 5 yeas, 0 nays.

Before the vote, Commissioner McGahee asked for an explanation of the modification. Finance Director Shari Howell explained that an amendment is needed once each project is approved and once the amendment is approved, the City should receive reimbursement funding for that project.

11. **Resolution No. 2019-50** – Resolution No. 2019-50 approves the Coverage Agreement between Florida Municipal Insurance Trust and the City of Clewiston outlining medical coverages and premiums for FY 2020.

Mayor Gardner summarized and read Resolution No. 2019-50 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner McGahee, to approve Resolution No. 2019-50. Vote 5 yeas, 0 nays.

12A. **Resolution No. 2019-52** – Resolution No. 2019-52 adopts Amendment 1 to the budget for FY 2018-2019 regarding the purchase of sixty (60) new 2020 golf carts from Club Car, LLC.

Mayor Gardner summarized and read Resolution No. 2019-52 by title. Manager Martin stated this amendment is to ensure we have funding for the purchase. Attorney Brandenburg noted we have to have the money in hand and appropriated and encumbered. He stated in order to move forward, the resolution needs to be amended to say that we are transferring $200,000 from some other account to the golf course account. Manager Martin explained that we hopefully will come back at the next meeting with a recommendation on financing. Commissioner Rodriguez asked why Attorney Brandenburg didn't discuss this with Manager Martin. Attorney Brandenburg explained that he had not seen the resolution until tonight and the item on the agenda did not say anything about a loan. Manager Martin noted that Attorney Brandenburg was not at the workshop when this item was discussed and the resolution was just put together today. Finance Director Howell stated that we will most likely use loan proceeds as well as the trade in and the purchase will probably take place next

fiscal year. It was confirmed the full $200,000 would be transferred from reserves into the golf course budget to fund the purchase of the new golf carts. Attorney Brandenburg suggested changes and additions for the resolution and recommended this item be postponed until later at this meeting. Commissioner McGahee explained that the Commission had discussed this matter at length and had decided that this is in the best interest of the City. She also stated that in the coming year, the Commission intends to look closely at all of our recreational uses of property within the City. Mayor Gardner stated that Agenda Items 12A and 12B are postponed until later at this meeting after the changes have been made to Resolution No. 2019-52.

After Agenda Item 13 was tabled and the discussion regarding Agenda Item 14, Attorney Brandenburg reviewed the revised resolution and explained that the proposal is to utilize budgeted contingency and legal fees. Director Howell explained that she did not use recreation accounts because the City receives funding from Hendry County and she did not want anybody to think that any of the funding from Hendry County was supporting the golf carts.

Commissioner McGahee made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-52. Vote 4 yeas, 1 nay. Commissioner Petersen voted nay.

Before the vote, Golf Director Robbie Rush confirmed that new chargers will be provided with the new carts and Manager Martin stated that we will be able to get back on an annual rotation for purchasing golf carts.

12B. Resolution No. 2019-51 – Resolution No. 2019-51 authorizes the purchase of sixty (60) new 2020 golf carts from Club Car, LLC for the Clewiston Golf Course, utilizing the current golf cart fleet trade-in value of $59,950.00 and directs staff to seek financing proposals from local banking institutions.

Mayor Gardner summarized and read Resolution No. 2019-51 by title.

Commissioner McGahee made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-51. Vote 5 yeas, 0 nays.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

13. Discussion regarding the changing of dedicated alleys to easements (This item was tabled at the July 22, 2019 City Commission Meeting to a time certain of August 19, 2019.) – The Planning & Zoning Board met on June 19, 2019 to review the proposed changes to Section 110-2 of the City of Clewiston Code of Ordinances regarding the definition of a rear setback.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to table this agenda item until the analysis is complete. Vote 5 yeas, 0 nays.

14. **Discussion regarding the application for a Vacation of Easement, Right Of Way or Plat (This agenda item was tabled at the July 22, 2019 City Commission Meeting.)** – The Planning & Zoning Board met on June 19, 2019 to discuss the application for a Vacation of Easement, Right Of Way or Plat by Stephen E. and Norma R. Schneider requesting the City to abandon the easement described as "Parcel A" on the Descriptive Drawing prepared by Johnson-Prewitt & Associates, Inc., which parcel is adjacent to the applicants' homestead property located at 800 West Royal Palm Avenue.

After Attorney Brandenburg confirmed the abandonment would have to go through a public process, Mayor Gardner stated the Commission will need to decide whether or not to proceed with this request. Attorney Brandenburg stated if the Commission decides to proceed, the next step would be the first reading of an ordinance. Manager Martin stated the appraised value of the property determined by Scott C. Wegscheid, Certified Appraiser, was $3,850. Commissioner Petersen expressed that she feels we need to move forward with the request because of the years that Mr. and Mrs. Schneider spent taking care of the property. Commissioner Rodriguez recommended the City move forward with selling the property to Mr. and Mrs. Schneider and suggested that if Mr. and Mrs. Schneider ever decide to sell the property, the City have first option to purchase the property. Commissioner McGahee expressed that she is adamantly opposed to this request and hopes the Commission will think about and hear the other side of the argument before a decision is made. She stated that the property is located at the end of one of the most prevalent and prominent avenues in the City and feels it is worth much more than $3,850. She also stated that we should think about the future of our community as we don't know what Mr. and Mrs. Schneider's successors and interests will do with the property. Mayor Gardner stated she hoped the appraisal would reflect a better assessment of the property and noted that the Commission is looking at all options in order to work out a decision on what is best for the City. In response to Commissioner McGahee's request to verbalize why Mr. and Mrs. Schneider want the property, Mr. Schneider stated he wants to protect the property and the end of Royal Palm Avenue, add some landscaping and be able to control what happens in his front yard. Commissioner McGahee stated she may agree to abandon the property if Mr. and Mrs. Schneider would agree to have the property revert back to the City. Attorney Brandenburg then suggested the City give Mr. and Mrs. Schneider the right to use the property with the City having the ability to terminate the right to use. Mr. Schneider noted that one election could change any agreement. Commissioner McGahee stated she is trying to accommodate the request but feels there are a lot of things moving in our community right now. Mayor Gardner stated there was a previous discussion about a landscape buffer with a partial abandonment at the July 22, 2019 Commission Meeting and asked Attorney Brandenburg and Manager Martin to discuss that option. Attorney Brandenburg noted the Commission may want to consider refunding the fee that Mr. and Mrs. Schneider paid if the Commission decides to give them the right to use the property. Commissioner McGahee stated she would like to see their plan for the property. Attorney Brandenburg suggested their plan be attached to the agreement. Mr. Schneider stated that he would agree to do that. Vice Mayor Atkinson expressed that he feels the property should be abandoned with a deed restriction so the City will receive the property taxes. Mayor Gardner stated that because they all have different opinions, she feels Attorney Brandenburg and Manager Martin should review the options and come back with something mutually agreeable. Attorney Brandenburg urged the

Commission to give direction on what they would like to do so that he can come back with the proper document.

Commissioner McGahee made a motion that the Attorney and City Manager be tasked with a right of use that would accommodate Mr. and Mrs. Schneider's request to allow their children to play on the property, to maintain the property and in conjunction with a landscape plan, the City would allow them to use that property for a certain period of time but with some termination provision that gives Mr. and Mrs. Schneider some comfort that what they want to do, they can do without a lot of risk of a changing commission. The motion failed for lack of a second.

Commissioner Rodriguez recommended Attorney Brandenburg and Manager Martin come up with a solution to be considered by the Commission at the next meeting. Commissioner Petersen expressed she feels an ordinance abandoning the property should be prepared. Mayor Gardner asked if any of the Commissioners were not in agreement of a partial abandonment with a landscape buffer that is mirrored on both sides of the property so that it protects the look of the property. There was a brief discussion on how much of the property should be retained for the buffer. Vice Mayor Atkinson stated that he would like to see an ordinance that reflects what the Planning and Zoning Board recommended. Commissioner McGahee stated that she wanted her position to be on the record. Mayor Gardner expressed that she feels a portion of the right-of-way should be maintained by the City in order to safeguard any concerns for the future. She requested Attorney Brandenburg and Manager Martin to come back with a recommendation in the ordinance and confirmed the ordinance should include a deed restriction.

15. Discussion regarding the Commission Meeting and Workshop Schedule for October, November and December, 2019 – City Manager Randy Martin

Manager Martin recommended the Commission adopt the schedule presented for the remainder of 2019. He added that a recommendation for the 2020 schedule will be presented before the end of 2019. The Commission was in favor of the meeting and workshop schedule presented for the remainder of 2019.

16. Departmental Monthly Activity Reports - Presented for information only.

PUBLIC COMMENTS – Mr. Milo Heimus addressed the Commission regarding the City's position on facing cyber security. He distributed flyers to the Commission regarding the services that Sollievo IT, LLC provides. Mayor Gardner stated that because he is selling his services to the City, he should first meet and discuss this with the City Manager. Attorney Brandenburg agreed.

Mr. Brian Sullivan addressed the Commission and expressed his concern with the time delays on the issuance of Certificates of Occupancy. He stated he feels there is no need for all department heads to sign off on Certificates of Occupancy. Attorney Brandenburg stated he feels there is a need for all department heads to sign off and suggested that it could all be

done electronically. At Mayor Gardner's request, Manager Martin agreed to review the process.

COMMENTS FROM CITY MANAGER – Manager Martin stated that he and Vice Mayor Atkinson attended the Florida League of Cities Conference. He noted that a handout was distributed to the Commission regarding the statute changes on firefighter benefits and agreed to email a copy of the program distributed at the business meeting to the Commission. Vice Mayor Atkinson stated that he sat in on the Southwest Florida Regional Planning Council Meeting at the conference and was excited to hear that Governor DeSantis is working to streamline processes so that monies go out quicker after disasters. He also stated that, in reference to the changes regarding firefighter benefits, the Florida League of Cities is working to find out if our volunteer firefighters qualify. He added that another topic of discussion was ransomware. Manager Martin indicated that he will follow up with the Florida League of Cities regarding firefighter benefits and will meet with the City's IT Administrator to discuss his recommendations regarding ransomware.

COMMENTS FROM THE CITY ATTORNEY – Attorney Brandenburg informed the Commission the mediation in the City of Clewiston v. Johnson-Prewitt case did not result in a settlement so the case will continue. He then noted that there was a revision to the Sunshine Law that was effective in 2018 that requires you to give the public an opportunity to speak on an item before you consider and vote on that item. He stated we need to take a closer look at add on items in the future. He noted that it is okay to add discussion items. Commissioner McGahee stated she feels we don't give the public good notice of agenda items and should include the agenda items on our website. Manager Martin stated he is looking at updating our technology so that it is easier to do those things. Mr. Hector Guardia noted that Broward County videos their public meetings. Mayor Gardner informed Mr. Guardia that the City is currently livestreaming the meetings. Mr. Raoul Bataller requested the meeting agendas be posted in a pdf format. It was noted the agendas are currently posted in pdf format.

COMMENTS FROM THE CITY COMMISSION – Commissioner Rodriguez expressed his concern regarding the palm trees recently planted along US27. Manager Martin stated that our concerns have been communicated with the landscape architect who is communicating with the contractor. Director Scheffler stated that he has been in contact with the landscape architect and contractor regarding the size of the trees in addition to some other items. He noted that some trees will have to be replaced by the contractor as they do not meet the specs. He also noted there is a one-year warranty on the trees.

ADJOURNMENT

The meeting adjourned at 8:02 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT C
Commission Meeting Date: December 16, 2019

Subject: Resolution No. 2019-82

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1. **Background/History**: Resolution No. 2019-82 adopts amendments to the budget for FY 2019-2020 as follows:

General Fund
Budget Amendment 1 – Budget Transfer for departmental allocation of the budgeted annual merit increases and City Manager Martin's moving expenses as outlined in the city manager contract – $54,431 (Merits - $47,931 and City Manager Moving Expenses - $6,500)

Budget Amendment 2 – Budget Transfer for departmental allocation of the budgeted annual Employee Appreciation and 24 Hour Sick Pay Cash In - $30,230

Budget Amendment 3 – Contributions for the annual Police Trunk or Treat and Shop with a Cop events - $5,488

State Library Grant
Budget Amendment 1 – Budget Transfer for the departmental allocation of the budgeted annual merit increases - $325

Electric Fund
Budget Amendment 1 – Budget Transfer for the departmental allocation of the budgeted annual merit increases - $18,360

Budget Amendment 2 – Budget Transfer for departmental allocation of the budgeted annual Employee Appreciation and 24 Hour Sick Pay Cash In - $8,549

Water Sewer Fund
Budget Amendment 1 – Budget Transfer for the departmental allocation of the budgeted annual merit increases - $14,276

Budget Amendment 2 – Budget Transfer for departmental allocation of the budgeted annual Employee Appreciation and 24 Hour Sick Pay Cash In - $5,844

Solid Waste Fund
Budget Amendment 1 – Budget Transfer for the departmental allocation of the budgeted annual merit increases - $3,502

Budget Amendment 2 – Budget Transfer for departmental allocation of the budgeted annual Employee Appreciation and 24 Hour Sick Pay Cash In - $2,707

2. **Financial Impact**: $5,488

3. **Attachments:**
   - **a.** Resolution No. 2019-82
   - **b.** Budget Amendment 1 – Departmental allocation of budgeted merit increases and city manager moving expenses
   - **c.** City Manager correspondence and expense summary of moving expenses
   - **d.** Budget Amendment 2 – Departmental allocation of budgeted Employee Appreciation and 24 Hour Sick Pay Cash In Benefit
   - **e.** Budget Amendment 3 – Contributions for annual Police Trunk or Treat and Shop with a Cop events

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-82.

RESOLUTION NO. 2019-82

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

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

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

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

General Fund 001

Amendment 1) **Budget Transfer for Departmental Allocation of Budgeted Merit Increases and City Manager Moving Expenses**

$54,431

Amendment 2) **Budget Transfer for Departmental Allocation of Budgeted Employee Appreciation and 24 Hour Sick Time Cash In Benefit**

$30,230

Amendment 3) **Contributions for the annual Police Trunk or Treat and Shop with a Cop events**

$5,488

Library Grant Fund 120

Amendment 1) **Budget Transfer for Departmental Allocation of Budgeted Merit Increases**

$325

Electric Fund 410

Amendment 1) **Budget Transfer for Departmental Allocation of Budgeted Merit Increases**

$18,360

Amendment 2) **Budget Transfer for Departmental Allocation of Budgeted Employee Appreciation and 24 Hour Sick Time Cash In Benefit**

$8,549

Water Sewer Fund 420

Amendment 1) **Budget Transfer for Departmental Allocation of Budgeted Merit Increases**

$14,276

Amendment 2) **Budget Transfer for Departmental Allocation of Budgeted Employee Appreciation and 24 Hour Sick Time Cash In Benefit**

$5,844

Solid Waste Fund 430

Amendment 1) **Budget Transfer for Departmental Allocation of Budgeted Merit Increases**

$3,502

Amendment 2) **Budget Transfer for Departmental Allocation of Budgeted Employee Appreciation and 24 Hour Sick Time Cash In Benefit**

$2,707

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

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

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

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

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

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

PASSED AND ADOPTED in open session this 16th day of December, 2019.

ATTEST: **CITY OF CLEWISTON, FLORIDA**

_____ _____

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

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

Fund: 001 - GENERAL FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases and City Manager Moving Expenses

Department: 1020 - General Government

Expense		Original	Amended	Transfer
001-1020-512002	Merits Set Aside for Fund	71,400.00	16,969.00	(54,431.00)
Department: 1020 - General Government				**(54,431.00)**

Department : 1012 - City Manager

Expense		Original	Amended	Transfer
001-1012-512000	Regular Salaries	223,206.00	224,538.00	1,332.00
001-1012-521000	Taxes-FICA	17,075.00	17,177.00	102.00
001-1012-522000	Retirement Contribution	13,392.00	13,472.00	80.00
001-1012-522500	457 Match	6,696.00	6,736.00	40.00
001-1012-523002	Insurance - Life	769.00	778.00	9.00
001-1012-523003	Insurance - AD & D	96.00	97.00	1.00
001-1012-526000	Long Term Disability Ins.	818.00	825.00	7.00
001-1012-540000	Travel	5,500.00	12,000.00	6,500.00
Department : 1012 - City Manager				**8,071.00**

Department : 1031 - Finance Department

Expense		Original	Amended	Transfer
001-1031-512000	Regular Salaries	195,444.00	199,999.00	4,555.00
001-1031-514000	Overtime Salaries	821.00	842.00	21.00
001-1031-521000	Taxes-FICA	15,014.00	15,364.00	350.00
001-1031-522000	Retirement Contribution	11,727.00	12,000.00	273.00
001-1031-522500	457 Match	5,863.00	6,000.00	137.00
001-1031-523002	Insurance - Life	1,140.00	1,172.00	32.00
001-1031-523003	Insurance - AD & D	143.00	147.00	4.00
001-1031-526000	Long Term Disability Ins.	1,086.00	1,111.00	25.00
Department : 1031 - Finance Department				**5,397.00**

Fund: 001 - GENERAL FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases and City Manager Moving Expenses

Department : 1075 - Protective Services

Expense		Original	Amended	Transfer
001-1075-512000	Regular Salaries	103,596.00	104,844.00	1,248.00
001-1075-514000	Overtime Salaries	742.00	742.00	-
001-1075-521000	Taxes-FICA	7,982.00	8,077.00	95.00
001-1075-522000	Retirement Contribution	6,216.00	6,291.00	75.00
001-1075-522500	457 Match	3,108.00	3,145.00	37.00
001-1075-523002	Insurance - Life	594.00	594.00	-
001-1075-523003	Insurance - AD & D	74.00	74.00	-
001-1075-526000	Long Term Disability Ins.	570.00	570.00	-
Department : 1075 - Protective Services				**1,455.00**

Department : 1079 - Community Improvement

Expense		Original	Amended	Transfer
001-1079-512000	Regular Salaries	73,112.00	74,360.00	1,248.00
001-1079-521000	Taxes-FICA	5,593.00	5,689.00	96.00
001-1079-522000	Retirement Contribution	4,387.00	4,462.00	75.00
001-1079-522500	457 Match	2,193.00	2,231.00	38.00
001-1079-523002	Insurance - Life	423.00	432.00	9.00
001-1079-523003	Insurance - AD & D	53.00	54.00	1.00
001-1079-526000	Long Term Disability Ins.	402.00	409.00	7.00
Department : 1079 - Community Improvement				**1,474.00**

Department : 4040 - Police Department

Expense		Original	Amended	Transfer
001-4040-512000	Regular Salaries	905,626.00	918,178.00	12,552.00
001-4040-514000	Overtime Salaries	76,364.00	77,315.00	951.00
001-4040-521000	Taxes-FICA	79,799.00	80,832.00	1,033.00
001-4040-522000	Retirement Contribution	214,515.00	218,018.00	3,503.00
001-4040-522500	457 Match	26,899.00	27,275.00	376.00
001-4040-523002	Insurance - Life	4,977.00	5,050.00	73.00
001-4040-523003	Insurance - AD & D	621.00	630.00	9.00
001-4040-526000	Long Term Disability Ins.	4,717.00	4,794.00	77.00
Department : 4040 - Police Department				**18,574.00**

Fund: 001 - GENERAL FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases and City Manager Moving Expenses

Department : 5050 - Fire Department

Expense		Original	Amended	Transfer
001-5050-512000	Regular Salaries	35,722.00	36,554.00	832.00
001-5050-521000	Taxes-FICA	23,448.00	23,512.00	64.00
001-5050-522000	Retirement Contribution	2,143.00	2,193.00	50.00
001-5050-522500	457 Match	1,072.00	1,097.00	25.00
001-5050-523002	Insurance - Life	201.00	201.00	-
001-5050-523003	Insurance - AD & D	25.00	25.00	-
001-5050-526000	Long Term Disability Ins.	196.00	201.00	5.00
Department : 5050 - Fire Department				**976.00**

Department : 6060 - Library

Expense		Original	Amended	Transfer
001-6060-512000	Regular Salaries	152,705.00	155,863.00	3,158.00
001-6060-521000	Taxes-FICA	11,682.00	11,923.00	241.00
001-6060-522000	Retirement Contribution	9,162.00	9,352.00	190.00
001-6060-522500	457 Match	4,581.00	4,676.00	95.00
001-6060-523002	Insurance - Life	886.00	904.00	18.00
001-6060-523003	Insurance - AD & D	111.00	113.00	2.00
001-6060-526000	Long Term Disability Ins.	840.00	857.00	17.00
Department : 6060 - Library				**3,721.00**

Department : 7070 - Public Works Administration

Expense		Original	Amended	Transfer
001-7070-512000	Regular Salaries	172,732.00	175,860.00	3,128.00
001-7070-514000	Overtime Salaries	834.00	834.00	-
001-7070-521000	Taxes-FICA	13,278.00	13,517.00	239.00
001-7070-522000	Retirement Contribution	10,364.00	10,552.00	188.00
001-7070-522500	457 Match	5,182.00	5,276.00	94.00
001-7070-523002	Insurance - Life	965.00	976.00	11.00
001-7070-523003	Insurance - AD & D	121.00	122.00	1.00
001-7070-526000	Long Term Disability Ins.	950.00	960.00	10.00
Department : 7070 - Public Works Administration				**3,671.00**

Fund: 001 - GENERAL FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases and City Manager Moving Expenses

Department : 7071 - Central Garage

Expense		Original	Amended	Transfer
001-7071-512000	Regular Salaries	89,190.00	91,478.00	2,288.00
001-7071-514000	Overtime Salaries	643.00	660.00	17.00
001-7071-521000	Taxes-FICA	6,872.00	7,049.00	177.00
001-7071-522000	Retirement Contribution	5,351.00	5,489.00	138.00
001-7071-522500	457 Match	2,676.00	2,744.00	68.00
001-7071-523002	Insurance - Life	518.00	530.00	12.00
001-7071-523003	Insurance - AD & D	65.00	66.00	1.00
001-7071-526000	Long Term Disability Ins.	491.00	503.00	12.00
Department : 7071 - Central Garage				**2,713.00**

Department : 7073 - Streets & Sidewalks

Expense		Original	Amended	Transfer
001-7073-512000	Regular Salaries	114,152.00	115,692.00	1,540.00
001-7073-514000	Overtime Salaries	659.00	667.00	8.00
001-7073-521000	Taxes-FICA	8,783.00	8,901.00	118.00
001-7073-522000	Retirement Contribution	6,849.00	6,941.00	92.00
001-7073-522500	457 Match	3,425.00	3,471.00	46.00
001-7073-523002	Insurance - Life	662.00	668.00	6.00
001-7073-523003	Insurance - AD & D	83.00	84.00	1.00
001-7073-526000	Long Term Disability Ins.	628.00	636.00	8.00
Department : 7073 - Streets & Sidewalks				**1,819.00**

Department : 8080 - Rec. - Admin. & Parks

Expense		Original	Amended	Transfer
001-8080-512000	Regular Salaries	132,496.00	134,576.00	2,080.00
001-8080-514000	Overtime Salaries	7,054.00	7,231.00	177.00
001-8080-521000	Taxes-FICA	10,676.00	10,848.00	172.00
001-8080-522000	Retirement Contribution	7,950.00	8,075.00	125.00
001-8080-522500	457 Match	3,975.00	4,037.00	62.00
001-8080-523002	Insurance - Life	693.00	780.00	87.00
001-8080-523003	Insurance - AD & D	87.00	98.00	11.00
001-8080-526000	Long Term Disability Ins.	729.00	740.00	11.00
Department : 8080 - Rec. - Admin. & Parks				**2,725.00**

Fund: 001 - GENERAL FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases and City Manager Moving Expenses

Department : 8082 - Sugarland Sports Complex

Expense		Original	Amended	Transfer
001-8082-512000	Regular Salaries	86,765.00	87,493.00	728.00
001-8082-514000	Overtime Salaries	958.00	967.00	9.00
001-8082-521000	Taxes-FICA	6,711.00	6,767.00	56.00
001-8082-522000	Retirement Contribution	5,206.00	5,250.00	44.00
001-8082-522500	457 Match	2,603.00	2,625.00	22.00
001-8082-523002	Insurance - Life	505.00	511.00	6.00
001-8082-523003	Insurance - AD & D	63.00	64.00	1.00
001-8082-526000	Long Term Disability Ins.	477.00	481.00	4.00
Department : 8082 - Sugarland Sports Complex				**870.00**

Department : 8086 - Rec. - Golf Course

Expense		Original	Amended	Transfer
001-8086-512000	Regular Salaries	285,088.00	287,584.00	2,496.00
001-8086-514000	Overtime Salaries	5,912.00	5,934.00	22.00
001-8086-521000	Taxes-FICA	22,262.00	22,454.00	192.00
001-8086-522000	Retirement Contribution	12,711.00	12,861.00	150.00
001-8086-522500	457 Match	6,355.00	6,430.00	75.00
001-8086-523002	Insurance - Life	1,224.00	1,238.00	14.00
001-8086-523003	Insurance - AD & D	153.00	155.00	2.00
001-8086-526000	Long Term Disability Ins.	1,165.00	1,179.00	14.00
Department : 8086 - Rec. - Golf Course				**2,965.00**
Total Transfer from Merit Funding				**54,431.00**

Fund: 120 - LIBRARY GRANT FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases

Department: 6061 - Library State Aid

Expense		Original	Amended	Transfer
120-6061-512002	Merits Set Aside for Fund	500.00	175.00	(325.00)
Department: 6061 - Library State Aid				**(325.00)**

Department : 6061 - Library State Aid

Expense		Original	Amended	Transfer
120-6061-512000	Regular Salaries	27,730.00	28,005.00	275.00
120-6061-521000	Taxes-FICA	2,121.00	2,142.00	21.00
120-6061-522000	Retirement Contribution	669.00	686.00	17.00
120-6061-522500	457 Match	335.00	343.00	8.00
120-6061-523002	Insurance - Life	65.00	67.00	2.00
120-6061-523003	Insurance - AD & D	8.00	8.00	-
120-6061-526000	Long Term Disability Ins.	61.00	63.00	2.00
Department : 6061 - Library State Aid				**325.00**
Total Transfer from Merit Funding				**325.00**

Fund: 410 - ELECTRIC FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases

Department : 2030 - Customer Records

Expense		Original	Amended	Transfer
410-2030-512002	Merits Set Aside for Fund	25,400.00	7,040.00	(18,360.00)
Department : 2030 - Customer Records				**(18,360.00)**

Department : 2009 - Electric Transmission

Expense		Original	Amended	Transfer
410-2009-512000	Regular Salaries	33,980.00	34,656.00	676.00
410-2009-514000	Overtime Salaries	4,168.00	4,251.00	83.00
410-2009-521000	Taxes-FICA	2,918.00	2,976.00	58.00
410-2009-522000	Retirement Contribution	1,926.00	1,965.00	39.00
410-2009-522500	457 Match	963.00	982.00	19.00
410-2009-523002	Insurance - Life	186.00	190.00	4.00
410-2009-523003	Insurance - AD & D	23.00	24.00	1.00
410-2009-526000	Long Term Disability Ins.	177.00	180.00	3.00
Department : 2009 - Electric Transmission				**883.00**

Department : 2010 - Electric Distribution

Expense		Original	Amended	Transfer
410-2010-512000	Regular Salaries	305,818.00	311,900.00	6,082.00
410-2010-514000	Overtime Salaries	38,899.00	39,672.00	773.00
410-2010-521000	Taxes-FICA	26,371.00	26,895.00	524.00
410-2010-522000	Retirement Contribution	17,338.00	17,683.00	345.00
410-2010-522500	457 Match	8,669.00	8,841.00	172.00
410-2010-523002	Insurance - Life	1,674.00	1,706.00	32.00
410-2010-523003	Insurance - AD & D	209.00	213.00	4.00
410-2010-526000	Long Term Disability Ins.	1,589.00	1,621.00	32.00
Department : 2010 - Electric Distribution				**7,964.00**

Fund: 410 - ELECTRIC FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases

Department : 2015 - Purchasing / Warehouse

Expense		Original	Amended	Transfer
410-2015-512000	Regular Salaries	31,179.00	31,970.00	791.00
410-2015-521000	Taxes-FICA	2,385.00	2,446.00	61.00
410-2015-522000	Retirement Contribution	1,871.00	1,918.00	47.00
410-2015-522500	457 Match	935.00	959.00	24.00
410-2015-523002	Insurance - Life	181.00	184.00	3.00
410-2015-523003	Insurance - AD & D	23.00	23.00	-
410-2015-526000	Long Term Disability Ins.	171.00	176.00	5.00
Department : 2015 - Purchasing / Warehouse				**931.00**

Department : 2030 - Customer Records

Expense		Original	Amended	Transfer
410-2030-512000	Regular Salaries	288,954.00	296,254.00	7,300.00
410-2030-514000	Overtime Salaries	455.00	466.00	11.00
410-2030-521000	Taxes-FICA	22,140.00	22,699.00	559.00
410-2030-522000	Retirement Contribution	17,337.00	17,775.00	438.00
410-2030-522500	457 Match	8,669.00	8,888.00	219.00
410-2030-523002	Insurance - Life	1,598.00	1,623.00	25.00
410-2030-523003	Insurance - AD & D	200.00	203.00	3.00
410-2030-526000	Long Term Disability Ins.	1,589.00	1,616.00	27.00
Department : 2030 - Customer Records				**8,582.00**
Total Transfer from Merit Funding				**18,360.00**

Fund: 420 - WATER SEWER FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases

Department : 3042 - Water / Sewer Administ.

Expense		Original	Amended	Transfer
420-3042-512002	Merits Set Aside for Fund	20,085.00	5,809.00	(14,276.00)
Department : 3042 - Water / Sewer Administ.				**(14,276.00)**

Department : 3005 - Water Treatment Plant

420-3005-512000	Regular Salaries	144,976.00	147,451.00	2,475.00
420-3005-514000	Overtime Salaries	14,114.00	14,355.00	241.00
420-3005-521000	Taxes-FICA	12,170.00	12,378.00	208.00
420-3005-522000	Retirement Contribution	8,699.00	8,847.00	148.00
420-3005-522500	457 Match	4,349.00	4,424.00	75.00
420-3005-523002	Insurance - Life	838.00	852.00	14.00
420-3005-523003	Insurance - AD & D	105.00	107.00	2.00
420-3005-526000	Long Term Disability Ins.	797.00	811.00	14.00
Department : 3005 - Water Treatment Plant				**3,177.00**

Department : 3010 - Trans / Distribution

420-3010-512000	Regular Salaries	64,197.00	65,131.00	934.00
420-3010-514000	Overtime Salaries	8,250.00	8,370.00	120.00
420-3010-521000	Taxes-FICA	5,542.00	5,623.00	81.00
420-3010-522000	Retirement Contribution	3,690.00	3,744.00	54.00
420-3010-522500	457 Match	1,845.00	1,872.00	27.00
420-3010-523002	Insurance - Life	369.00	369.00	-
420-3010-523003	Insurance - AD & D	46.00	46.00	-
420-3010-526000	Long Term Disability Ins.	348.00	348.00	-
Department : 3010 - Trans / Distribution				**1,216.00**

Fund: 420 - WATER SEWER FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases

Department : 3042 - Water / Sewer Administ.

420-3042-512000	Regular Salaries	92,061.00	94,390.00	2,329.00
420-3042-514000	Overtime Salaries	1,655.00	1,697.00	42.00
420-3042-521000	Taxes-FICA	7,169.00	7,351.00	182.00
420-3042-522000	Retirement Contribution	5,524.00	5,663.00	139.00
420-3042-522500	457 Match	2,762.00	2,832.00	70.00
420-3042-523002	Insurance - Life	536.00	549.00	13.00
420-3042-523003	Insurance - AD & D	67.00	69.00	2.00
420-3042-526000	Long Term Disability Ins.	509.00	519.00	10.00
Department : 3042 - Water / Sewer Administ.				**2,787.00**

Department : 3052 - Sewer Treatment Plant

420-3052-512000	Regular Salaries	124,072.00	127,213.00	3,141.00
420-3052-514000	Overtime Salaries	35,610.00	36,514.00	904.00
420-3052-521000	Taxes-FICA	12,216.00	12,525.00	309.00
420-3052-522000	Retirement Contribution	7,444.00	7,633.00	189.00
420-3052-522500	457 Match	3,722.00	3,816.00	94.00
420-3052-523002	Insurance - Life	720.00	737.00	17.00
420-3052-523003	Insurance - AD & D	90.00	92.00	2.00
420-3052-526000	Long Term Disability Ins.	682.00	700.00	18.00
Department : 3052 - Sewer Treatment Plant				**4,674.00**

Department : 3062 - Sewer Trans / Collection

420-3062-512000	Regular Salaries	73,141.00	74,986.00	1,845.00
420-3062-514000	Overtime Salaries	9,298.00	9,533.00	235.00
420-3062-521000	Taxes-FICA	6,306.00	6,466.00	160.00
420-3062-522000	Retirement Contribution	4,205.00	4,311.00	106.00
420-3062-522500	457 Match	2,102.00	2,155.00	53.00
420-3062-523002	Insurance - Life	406.00	418.00	12.00
420-3062-523003	Insurance - AD & D	51.00	52.00	1.00
420-3062-526000	Long Term Disability Ins.	385.00	395.00	10.00
Department : 3062 - Sewer Trans / Collection				**2,422.00**
Total Transfer from Merit Funding				**14,276.00**

Fund: 430 - SOLID WASTE FUND
FY 2020 Budget Transfer - Amendment No. 1
Merit Increases

Department : 7072 - Solid Waste

Expense		Original	Amended	Transfer
430-7072-512002	Merits Set Aside for Fund	6,084.00	2,582.00	(3,502.00)
Department : 7072 - Solid Waste				**(3,502.00)**

Department : 7072 - Solid Waste

430-7072-512000	Regular Salaries	200,192.00	203,054.00	2,862.00
430-7072-514000	Overtime Salaries	9,143.00	9,277.00	134.00
430-7072-521000	Taxes-FICA	16,014.00	16,243.00	229.00
430-7072-522000	Retirement Contribution	12,012.00	12,183.00	171.00
430-7072-522500	457 Match	6,006.00	6,092.00	86.00
430-7072-523002	Insurance - Life	1,138.00	1,146.00	8.00
430-7072-523003	Insurance - AD & D	142.00	143.00	1.00
430-7072-526000	Long Term Disability Ins.	1,101.00	1,112.00	11.00
Department : 7072 - Solid Waste				**3,502.00**
Total Transfer from Merit Funding				**3,502.00**

Total Budget Transfer **90,894.00**

Randy Martin

From: Randy Martin
Sent: Thursday, November 21, 2019 9:23 AM
To: Shari Howell
Cc: Mali Gardner
Subject: Moving Expense Reimbursement Request
Attachments: Randy Martin Moving Expenses Summary.docx

Dear Shari:

Per the terms of the employment agreement approved by the City Commission prior to commencement of my service as City Manager, I submit the enclosed detailed request for reimbursement of moving related expenditures incurred including travel, lodging and temporary housing expenses. I have included documentation of these expenses as stipulated in the employment agreement. Enclosed is a summary of the documentation. A hard copy of the referenced receipts supporting the summary will be provided to you separately.

The expenses are categorized as follows: 1) mileage for personal vehicle travel to and from North Carolina preparing for and executing my relocation; 2) parking expenses for my personal vehicle at the airport on trips preparing for and during the move; 3) lodging expenses during my relocation; 4) airfare for trips preparing and during the actual move; 5) moving truck and related equipment rental expenses including fuel expenditures for the rental truck; 6) temporary housing expenses during the period covered by my initial arrival until I was able to secure a permanent home; and, 7) other miscellaneous expenses which consist of expenditures for food and snacks consumed during actual travel periods related to my relocation.

The cumulative total for each of these categories is $6,451.32 which is within the authorized maximum amount of $7,500.00 stipulated in the approved employment agreement. Included in the attached documentation are individual receipts and supporting documentation for all expenditure categories with the exception of the requested mileage reimbursement. Personal vehicle mileage reimbursements were calculated based upon miles actually driven and utilizing the city policy established mileage reimbursement rate of 44.5 cents per mile. The periods covered by the travel expenditures are: a) July 19, 2019 – July 20, 2019 which covered my initial arrival trip from North Carolina to Clewiston; b) October 4, 2019 – October 7, 2019 during which I returned to North Carolina to prepare for my final move once I had identified and leased permanent housing; and, c) October 26, 2019 – October 29, 2019 during which my wife and I completed our final move to our new home in Clewiston. The temporary housing expenses cover the period from my initial arrival in Clewiston on July 20, 2019 – October 31, 2019 when I secured, relocated and the lease period began on our permanent home at 613 Ridgeview Circle, Clewiston.

If there are questions or concerns about any aspect of the documentation or eligibility of any of the requested expenditures, please do not hesitate to advise me so that the request can be corrected accordingly. As we discussed, I realize a budget adjustment will be necessary to ensure an appropriation is available before the reimbursement can be made. Thank you in advance for your assistance in this matter.

Sincerely,

Randy Martin

Randy Martin, City Manager

Randy Martin Moving Expenses Summary (July-October, 2019)

1) **Personal Vehicle Mileage Reimbursement**: a) 7/19/19-7/20/19 personal vehicle to Clewiston from Morehead City, NC; (Dodge Avenger) 823 miles x 44.5 cents/mile =**$366.23**
   b) 10/4/19-10/7/19 personal vehicle to Ft. Lauderdale Airport from Clewiston and return trip to Clewiston (Dodge Avenger) 154 miles x 44.5 cents/mile =**$68.53**
   c) 10/25/19-10/29/19 personal vehicle to Ft. Lauderdale Airport from Clewiston and return trip to Clewiston (Dodge Avenger) 154 miles x 44.5 cents/mile =**$68.53**
   d) 10/26/19-10/27/19 personal vehicle to Clewiston from Morehead City, NC (Ford Edge) 411 miles x 44.5 cents/mile =**$182.89**
   e) 10/29/19 personal vehicle (Ford Edge) from Clewiston to Ft. Lauderdale Airport and return to Clewiston (purpose: to pick up other personal vehicle left on 10/25/19 @ the airport) 154 miles x 44.5 cents =**$68.53**

   Category subtotal: $754.71

2) **Parking Expenses @ Airports:** a) 10/4/19-10/7/19 personal vehicle (Dodge Avenger) receipt enclosed 4 days x $15.00/day =**$60.00**
   b) 10/25/19-10/29/19 personal vehicle (Dodge Avenger) receipt enclosed 5 days x $15.00 =**$75.00**
   c) 10/25/19 personal vehicle (Ford Edge) receipt enclosed for short term parking @ New Bern, NC airport (when wife picked me up with her vehicle at that airport and drove me to Morehead City) =**$10.00**

   Category subtotal: $145.00

3) **Motels During Travel:** a) 7/20/19 (one night lodging on initial vehicle moving trip to Clewiston) receipt enclosed =**$137.87**
   b) 10/26/19 (one night lodging on final vehicle moving trip to Clewiston) receipt enclosed =**$66.67**

   Category subtotal: $204.54

4) **Airfare Expenses for Move Prep & Move Trips:** a) 10/4/19-10/7/19 round trip airfare from Ft. Lauderdale to New Bern, NC via Charlotte, NC connection (American Airlines) receipt enclosed =**$177.01**
   b) 10/25/19 one-way airfare from Ft. Lauderdale to New Bern, NC via Charlotte, NC connection (American Airlines) receipt enclosed =**$143.50**

   Category subtotal: $320.51

5) **Moving Truck Expenses:** a) 10/25/19-10/29/19 one-way rental of 26 foot truck & equipment from Beaufort, NC to Clewiston (U-Haul) receipt enclosed =**$997.89**
b) 10/25/19-10/29/19 fuel purchases for U-Haul rental truck receipts enclosed (10/26/19 $62.01; 10/27/19 82.92; 10/27/19 $100.00; 10/29/19 $31.25 – average approximately 7 mpg for 823 mile trip) = **$276.18**

Category subtotal: $1,274.07

6) **Temporary Housing Expenses:** a) 7/20/19-8/3/19 Clewiston Inn initial hotel room nights; 2 weekly rate rentals (14 nights room rental plus taxes) =**$825.00**
b) August, September & October, 2019 temporary furnished rental unit @ 252 Arroyo Avenue (1 bedroom, 1 bath unit owned by USSC & made available through December, 2019 while I searched for a long term option) $900.00/month x three months =**$2,700.00**

Category subtotal: $3,525.00

7) **Other Miscellaneous Expenses:** a) 7/19/19-7/20/19 initial trip, 10/4/19-10/7/19 prep trip & 10/25/19-10/29/19 final trip; receipts enclosed (individual expenses for 7/19/19 $5.79, 7/20/19 $15.40, 10/4/19 $22.86, 10/4/19 $13.63, 10/4/19 $5.15, 10/7/19 $8.10, 10/8/19 $12.68, 10/25/19 $20.08, 10/27/19 $3.50, 10/27/19 $3.52, 10/26/19 $4.39, 10/26/19 $14.16, 10/27/19 $31.61, 10/27/19 $1.07, 10/27/19 $7.79, 10/27/19 $9.04, 10/29/19 $48.72) =$227.49
b) other – tolls (no expense reimbursement requested for tolls) =$ -0-

Category subtotal: $227.49

GRAND TOTAL REIMBURSEMENT REQUEST: $6,451.32

FY 2020 Budget Transfer Summary - Amendment No. 2
Departmental Allocation for Budgeted Appreciation & 24 Hour Sick Pay Cash In

General Fund

	Current	Amended	Transfer
Appreciation Pay & 24 Hour Sick Cash In	35,000	4,770	30,230
Departmental Allocation			
Appreciation			14,128
24 Hour Sick Cash In			16,102
Total General Fund			**30,230**

Electric Fund

	Current	Amended	Transfer
Appreciation Pay & 24 Hour Sick Cash In	6,941	-	6,941
Merit Pay	7,040	5,432	1,608
Departmental Allocation			
Appreciation			2,375
24 Hour Sick Cash In			6,174
Total Electric Fund			**8,549**

Water Sewer Fund

	Current	Amended	Transfer
Appreciation Pay & 24 Hour Sick Cash In	4,538	-	4,538
Merit Pay	5,809	4,503	1,306
Departmental Allocation			
Appreciation			2,317
24 Hour Sick Cash In			3,527
Total Water Sewer Fund			**5,844**

Solid Waste Fund

	Current	Amended	Transfer
Appreciation Pay & 24 Hour Sick Cash In	2,500	-	2,500
Merit Pay	2,582	2,375	207
Departmental Allocation			
Appreciation			1,416
24 Hour Sick Cash In			1,291
Total Solid Waste Fund			**2,707**
Total Allocation			**47,330**

FY 2020 Budget Transfer - Amendment No. 2
Expense Distribution for Budgeted Appreciation Pay

Fund	Account	Account Name	Amount
001	001-1012-512000	Regular Salaries	298
001	001-1012-521000	Taxes-FICA	4
001	001-1012-521000	Taxes-FICA	18
001	001-1020-512000	Regular Salaries	108
001	001-1020-521000	Taxes-FICA	2
001	001-1020-521000	Taxes-FICA	7
001	001-1031-512000	Regular Salaries	704
001	001-1031-521000	Taxes-FICA	10
001	001-1031-521000	Taxes-FICA	44
001	001-1075-512000	Regular Salaries	474
001	001-1075-521000	Taxes-FICA	7
001	001-1075-521000	Taxes-FICA	29
001	001-1079-512000	Regular Salaries	135
001	001-1079-521000	Taxes-FICA	2
001	001-1079-521000	Taxes-FICA	8
001	001-4040-512000	Regular Salaries	3,181
001	001-4040-513000	Special Detail	406
001	001-4040-521000	Taxes-FICA	52
001	001-4040-521000	Taxes-FICA	222
001	001-4074-512000	Regular Salaries	230
001	001-4074-521000	Taxes-FICA	3
001	001-4074-521000	Taxes-FICA	14
001	001-5050-512000	Regular Salaries	14
001	001-5050-513000	Special Detail	2,978
001	001-5050-521000	Taxes-FICA	43
001	001-5050-521000	Taxes-FICA	185
001	001-6060-512000	Regular Salaries	271
001	001-6060-521000	Taxes-FICA	4
001	001-6060-521000	Taxes-FICA	17
001	001-6060-512000	Regular Salaries	839
001	001-6060-521000	Taxes-FICA	12
001	001-6060-521000	Taxes-FICA	52
001	001-7070-512000	Regular Salaries	590
001	001-7070-521000	Taxes-FICA	9
001	001-7070-521000	Taxes-FICA	37
001	001-7071-512000	Regular Salaries	352
001	001-7071-521000	Taxes-FICA	5
001	001-7071-521000	Taxes-FICA	22
001	001-7073-512000	Regular Salaries	677
001	001-7073-521000	Taxes-FICA	10
001	001-7073-521000	Taxes-FICA	42
001	001-8080-512000	Regular Salaries	217
001	001-8080-521000	Taxes-FICA	3
001	001-8080-521000	Taxes-FICA	13
001	001-8082-512000	Regular Salaries	623
001	001-8082-521000	Taxes-FICA	9
001	001-8082-521000	Taxes-FICA	39

FY 2020 Budget Transfer - Amendment No. 2
Expense Distribution for Budgeted Appreciation Pay

001	001-8086-512000	Regular Salaries	1,029
001	001-8086-521000	Taxes-FICA	15
001	001-8086-521000	Taxes-FICA	64
General Fund			14,128

FY 2020 Budget Transfer - Amendment No. 2
Expense Distribution for Budgeted Appreciation Pay

Fund	Account	Account Name	Amount
410	410-2009-512000	Regular Salaries	92
410	410-2009-521000	Taxes-FICA	1
410	410-2009-521000	Taxes-FICA	6
410	410-2010-512000	Regular Salaries	828
410	410-2010-521000	Taxes-FICA	12
410	410-2010-521000	Taxes-FICA	51
410	410-2015-512000	Regular Salaries	162
410	410-2015-521000	Taxes-FICA	2
410	410-2015-521000	Taxes-FICA	10
410	410-2025-512000	Regular Salaries	135
410	410-2025-521000	Taxes-FICA	2
410	410-2025-521000	Taxes-FICA	8
410	410-2030-512000	Regular Salaries	988
410	410-2030-521000	Taxes-FICA	14
410	410-2030-521000	Taxes-FICA	61
Electric Fund			2,375

Fund	Account	Account Name	Amount
420	420-3005-512000	Regular Salaries	352
420	420-3005-521000	Taxes-FICA	5
420	420-3005-521000	Taxes-FICA	22
420	420-3010-512000	Regular Salaries	217
420	420-3010-521000	Taxes-FICA	3
420	420-3010-521000	Taxes-FICA	13
420	420-3025-512000	Regular Salaries	217
420	420-3025-521000	Taxes-FICA	3
420	420-3025-521000	Taxes-FICA	13
420	420-3042-512000	Regular Salaries	447
420	420-3042-521000	Taxes-FICA	6
420	420-3042-521000	Taxes-FICA	28
420	420-3052-512000	Regular Salaries	541
420	420-3052-521000	Taxes-FICA	8
420	420-3052-521000	Taxes-FICA	34
420	420-3062-512000	Regular Salaries	379
420	420-3062-521000	Taxes-FICA	6
420	420-3062-521000	Taxes-FICA	24
Water Sewer Fund			2,317

Fund	Account	Account Name	Amount
430	430-7072-512000	Regular Salaries	1,007
430	430-7072-521000	Taxes-FICA	15
430	430-7072-521000	Taxes-FICA	62
Solid Waster Fund			1,084

Total			19,904

FY 2020 Budget Transfer - Amendment No. 2
Expense Distribution for Budgeted 24 Hour Sick Pay Cash In

001	001-1020-512005	Appreciation and 24 Hr.	(16,102)
	Expense		
001	001-1012-512000	Regular Salaries	629
001	001-1012-521000	Taxes-FICA	9
001	001-1012-521000	Taxes-FICA	39
001	001-1031-512000	Regular Salaries	1,778
001	001-1031-521000	Taxes-FICA	26
001	001-1031-521000	Taxes-FICA	110
001	001-1075-512000	Regular Salaries	583
001	001-1075-521000	Taxes-FICA	8
001	001-1075-521000	Taxes-FICA	36
001	001-1079-512000	Regular Salaries	584
001	001-1079-521000	Taxes-FICA	8
001	001-1079-521000	Taxes-FICA	36
001	001-4040-512000	Regular Salaries	5,192
001	001-4040-521000	Taxes-FICA	75
001	001-4040-521000	Taxes-FICA	322
001	001-4074-512000	Regular Salaries	60
001	001-4074-521000	Taxes-FICA	1
001	001-4074-521000	Taxes-FICA	4
001	001-5050-512000	Regular Salaries	389
001	001-5050-521000	Taxes-FICA	6
001	001-5050-521000	Taxes-FICA	24
001	001-6060-512000	Regular Salaries	1,200
001	001-6060-512000	Regular Salaries	132
001	001-6060-521000	Taxes-FICA	17
001	001-6060-521000	Taxes-FICA	74
001	001-6060-521000	Taxes-FICA	2
001	001-6060-521000	Taxes-FICA	8
001	001-7070-512000	Regular Salaries	837
001	001-7070-521000	Taxes-FICA	12
001	001-7070-521000	Taxes-FICA	52
001	001-7073-512000	Regular Salaries	736
001	001-7073-521000	Taxes-FICA	11
001	001-7073-521000	Taxes-FICA	46
001	001-8080-512000	Regular Salaries	342
001	001-8080-521000	Taxes-FICA	5
001	001-8080-521000	Taxes-FICA	21
001	001-8082-512000	Regular Salaries	967
001	001-8082-521000	Taxes-FICA	14
001	001-8082-521000	Taxes-FICA	60
001	001-8086-512000	Regular Salaries	1,530
001	001-8086-521000	Taxes-FICA	22
001	001-8086-521000	Taxes-FICA	95
Total General Fund			16,102

FY 2020 Budget Transfer - Amendment No. 2
Expense Distribution for Budgeted 24 Hour Sick Pay Cash In

410	410-2030-512005	Appreciation and 24 Hr.	(6,174)
410	410-2009-512000	Regular Salaries	232
410	410-2009-521000	Taxes-FICA	3
410	410-2009-521000	Taxes-FICA	14
410	410-2010-512000	Regular Salaries	2,085
410	410-2010-521000	Taxes-FICA	30
410	410-2010-521000	Taxes-FICA	129
410	410-2030-512000	Regular Salaries	3,418
410	410-2030-521000	Taxes-FICA	50
410	410-2030-521000	Taxes-FICA	212
Total Electric Fund			6,174
420	420-3042-512005	Appreciation and 24 Hr.	(3,527)
420	420-3005-512000	Regular Salaries	1,166
420	420-3005-521000	Taxes-FICA	17
420	420-3005-521000	Taxes-FICA	72
420	420-3042-512000	Regular Salaries	702
420	420-3042-521000	Taxes-FICA	10
420	420-3042-521000	Taxes-FICA	43
420	420-3052-512000	Regular Salaries	1,070
420	420-3052-521000	Taxes-FICA	16
420	420-3052-521000	Taxes-FICA	66
420	420-3062-512000	Regular Salaries	338
420	420-3062-521000	Taxes-FICA	5
420	420-3062-521000	Taxes-FICA	21
Total Water Sewer Fund			3,527
430	430-7072-512005	Appreciation and 24 Hr.	(1,291)
430	430-7072-512000	Regular Salaries	1,200
430	430-7072-521000	Taxes-FICA	17
430	430-7072-521000	Taxes-FICA	74
Total Solid Waste Fund			1,291
Total			27,094

City of Clewiston **BUDGET AMENDMENT - 3** FY 2020

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001		366000		Contributions - General	2,500	1,000	3,500
001	4040	548000		Police - Promotional Activities	3,000	1,000	4,000
001		366400		Contributions - Shop with a Cop	0	4,488	4,488
001	1020	548000		General Promotional Activities	20,000	(273)	19,727
001	4040	551206		Shop with a Cop Program Supplies	0	4,761	4,761
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					25,500	10,976	36,476

Comments: Record contributions provided for the 2019 Police Trunk or Treat and Shop with a Cop events - amendment includes unspent funding carried over from prior event/year ($1,761)

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT D
Commission Meeting Date: December 16, 2019

Subject: Resolution No. 2019-83

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1. **Background/History**: Resolution No. 2019-83 approves Florida Department of Law Enforcement Adjustment Number 9 to Grant Number G1619 for the Police Station Renovation Project.

   Adjustment Number 9 revises the grant period extending the end date to January 31, 2020 and revises the budget and narrative reflecting changes in the Capital Outlay and Construction categories.

2. **Financial Impact**: None

3. **Attachments:**
   a. Resolution No. 2019-83
   b. Grant Adjustment Notice
   c. Grant Award – GAN 9

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-83.

RESOLUTION NO. 2019-83

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING FLORIDA DEPARTMENT OF LAW ENFORCEMENT ADJUSTMENT NUMBER 9 TO GRANT NUMBER G1619 FOR THE POLICE STATION RENOVATION PROJECT.

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

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

WHEREAS, the parties now wish to adopt Grant Adjustment Number 9 to further extend the grant period end date to January 31, 2020 and revise the budget and narrative reflecting changes in the Capital Outlay and Construction categories.

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

SECTION 1. The attached Grant Adjustment Number 9 to Grant Number G1619 is approved.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

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

GRANT ADJUSTMENT NOTICE

RECIPIENT: City of Clewiston

PROJECT TITLE: Police Station Renovation/Construction

GRANT NUMBER: G1619 **ADJUSTMENT NUMBER:** 9

NATURE OF ADJUSTMENT: Revising End Date/Revise Budget

TO RECIPIENT:

Pursuant to your request of 11/19/2019 the following change, amendment, or adjustment in the above grant project is approved subject to such conditions or limitations as may be set forth below:

Authorized Official
Rona Kay Cradit
Bureau Chief

11/21/2019
Date

The grant period is revised to reflect an End Date of January 31, 2020.
The revised budget and narrative reflecting changes in the Capital Outlay and Construction categories are approved.

Budget Category Budget	Current Approved	Difference	New Approved
A.Personnel (Salaries/Overtime)	$0	$0	$0
B.Expenses (Travel)	$0	$0	$0
C.Equipment (Capital Outlay)	$102,473.50	-$20,390.00	$82,083.50
D.Expenses (Supplies)	$0	$0	$0
E.Construction	$468,300	$20,390.00	$488,690.00
F.Contractual Services	$134,812.00	$0	$134,812.00
G.Other Costs	$690,246.00	$0	$690,246.00
Total Project	$1395,831.50	$0	$1,395,831.50
New Approved			$1,395,831.50

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

GRANT AWARD – GAN 9

Recipient:	City of Clewiston
Grant Period:	From: 7/1/2017 To: 01/31/2020
Project Title:	Police Station Renovation/Construction
Grant Number:	G1619
Awarded Funds:	$1,395,831.50

CSFA Catalog Number: 71.017

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

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

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

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

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

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

This award is subject to the following special conditions:

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

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

Scope of Work

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

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

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

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

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

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

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

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

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

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

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

Project Deliverables

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

Deliverable 1: Appraisal of the building and property

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

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

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

Deliverable 3: Purchase of the building and property.

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

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

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

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

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

Minimum performance criteria:	Minimum performance will include completion of or progress with at least one activity described in the scope of work.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $114,477.00.

Deliverable 6: Develop design documents, re-bid documents and the revised construction documents for the remodel of the City of Clewiston Police department building. Installation and supplies for fire suppression system, dumpster enclosure, concrete pad and signage, sealing and striping of parking lot.

Minimum performance criteria:	Minimum performance will include completion of or progress with at least one activity described in the scope of work.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $488,690.00

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

Minimum performance criteria:	Proof of delivery and receipt of items purchased.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately $82,083.50.

Performance Reports

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

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

Performance reports address and/or contain the following:

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

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

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

Payment and Invoice Requirements

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

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

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

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

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

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

Appendix A: Administration

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

Chief Official

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

Programmatic Contact

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

Contract/Grant Manager

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

Chief Financial Officer

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

Official Payee

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

Appendix B: Budget

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

Budget Category	Total
A. Personnel (Salaries & Benefits)	$0
B. Expenses (Travel)	$0
C. Equipment (Capital Outlay)	$82,083.50
D. Expenses (Supplies)	$0
E. Construction	$488,690.00
F. Consultants/Contractual Services	$134,812.00
G. Other Costs	$690,246.00
TOTAL	**$1,395,831.50**

Budget Narrative:

C. Equipment (Capital Outlay)

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

TOTAL Equipment $82,083.50

C. Construction

Recipient will use grant funds for the construction based on procurement of contractor. Install water supply line and supplies for fire suppression, dumpster enclosure, pad and signage, sealing and striping of parking lot.

TOTAL Construction $488,690

F. Consultants/Contractual Services:

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

TOTAL Consultants/Contractual Services $134,812.00

G. Other Costs

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

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

REQUEST FOR GRANT ADJUSTMENT

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

Recipient Organization: City of Clewiston

Date of Request: 11/19/2019

Description of Grant Adjustment and Justification:

Grant Adjustment

*Request for a grant extension to extend the grant deadline from November 30, 2019 to January 31, 2020

*Include sealing and striping of parking lot in budget category E. Construction

*Include the purchase of evidence lockers in budget category C. Equipment (Capital Outlay)

*Include a concrete dumpster pad in budget category C. Equipment (Capital Outlay)

*Revise budget line funding by removing $20,390 from category C. Equipment (Capital Outlay) to total $82,083.50 and adding $20,390 to category E. Construction to total $488,690

Justification

The grant extension is requested in order to allow additional time to install and connect the generator as well as install the fencing around it.

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

Date: 11-20-2019 Signed: Randy Martin

Participating Agency Chief Official or Designee

Randy Martin, City Manager

Printed Name Chief Official or Designee

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

Budget Category	Total
A. Personnel (Salaries & Benefits)	$ -
B. Expenses (Travel)	$ -
C. Equipment (Capital Outlay)	$ 82,083.50
D. Expenses (Supplies)	$ -
E. Construction	$ 488,690.00
F. Consultants/Contractual Services	$ 134,812.00
G. Other Costs	$ 690,246.00
Total Categories	**$ 1,395,831.50**

C. Equipment (Capital Outlay)	
Low Voltage Cabling	$ 10,700.00
Cameras	$ 10,000.00
Access Control	$ 7,130.00
Generator	$ 25,000.00
Fuel Tank and Piping for Generator	$ 5,000.00
Generator Pad	$ 1,414.00
Generator Fencing	$ 2,000.00
Communications Equipment	$ 16,519.50
Dumpster Pad	$ 894.00
Evidence Lockers	$ 3,426.00
	$ 82,083.50

F. Consultants/Contractual Services	
Architect Design	$ 15,500.00
Architect services to Re-bid	$ 16,330.00
Architect/Project Management	$ 80,175.00
Architect Misc. Reimbursable	$ 312.10
Engineering - Topographic Info	$ 1,212.50
Electrician to Connect Generator	$ 5,000.00
Moving Existing Communications	$ 16,282.00
	$ 134,811.60

E. Construction	
Remodel Building for Police Station	$ 440,000.00
Water Supply Line for Fire Suppression	$ 20,873.00
Supplies for water Supply Line	$ 10,800.00
Dumpster Enclosure	$ 2,667.00
Signage	$ 7,500.00
Sealing & Striping Parking Lot	$ 6,850.00
	$ 488,690.00

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

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT E
Commission Meeting Date: December 16, 2019

Subject: Resolution No. 2019-84

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1. **Background/History**: Resolution No. 2019-84 authorizes the purchase of an Altec AT41M bucket truck. Pricing is per Sourcewell (formerly NJPA) specifications. Note: $160,000 is budgeted for FY 2019-2020 for this item.

2. **Financial Impact**: $159,422

3. **Attachments:**
   - **a.** Resolution No. 2019-84
   - **b.** Contract Terms
   - **c.** Purchase Order No. 19860

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-84.

RESOLUTION NO. 2019-84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE PURCHASE OF AN AT41M BUCKET TRUCK FROM ALTEC INDUSTRIES, INC. IN THE TOTAL AMOUNT OF $159,422.

WHEREAS, the City of Clewiston ("City") budget for FY 2019-2020 includes $160,000 for the purchase of a bucket truck; and

WHEREAS, the City now desires to purchase an AT41M bucket truck from Altec Industries, Inc. in the total amount of $159,422 per Sourcewell (formerly NJPA) specifications.

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

SECTION 1. The City Commission hereby authorizes the purchase of an AT41M Bucket Truck from Altec Industries, Inc. in the total amount of $159,422.

PASSED and APPROVED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

Altec
Altec Industries, Inc.

Opportunity Number: 1242093
Quotation Number: 547207
Sourcewell Contract #: 012418-ALT
Date: 10/22/2019

Quoted for: CITY OF CLEWISTON
Customer Contact:
Phone: / Email:
Quoted by: Josh Stone
Phone: (919) 528-8070 / **Email:** josh.stone@altec.com
Altec Account Manager: Jenny Carlson

REFERENCE ALTEC MODEL

AT41M	**Articulating Telescopic Aerial Device with Material Handling Insulated, 41'**	**$132,085**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT41M-AWD	All Wheel Drive	$5,227
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	$561
2	LR	Ladder Rack	$1,086
3	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	$709
4	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	$709
5			
		SOURCEWELL OPTIONS TOTAL:	$140,377

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC	Top Opening Storage Box, Steel, 72" L x 18" W x 12" H, One (1) Treadplate Lid, Gas Props, Hasp Lock, And Grab Handle	$1,972
5	ELECTRICAL	Flood Light, LED, With Aluminum Housing, 4.25" W x 4.25" H, No Switch on the Light	$352
6	FINISHING		
7	CHASSIS	2019 FORD F550 4X4 AUTO	
8	OTHER		
		OPEN MARKET OPTIONS TOTAL:	$2,324

SUB-TOTAL FOR UNIT/BODY/CHASSIS: $142,701
Delivery to Customer: $1,518
TOTAL FOR UNIT/BODY/CHASSIS: $144,219

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1	AT41M-US48M	Articulating telescopic Aerial Device with Material Handling (Iinsulating lower arm) with 48' boom height (AT48M)	$11,824
2	AT41M-AOR	Auxiliary Outriggers, Interlock, Wooden Pads / Holders (AT48M Class 5application only)	$3,379
3		**FOR AT41M:** Ext Warranty Labor, Matl., Expense (NO Travel) (Day 366-1825) Buckets Less Than 46 FT	$2,431
4		**FOR AT48M:** Ext Warranty Labor, Matl., Expense (NO Travel) (Day 366-1825)	$2,691

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than 300-330 days ARO, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.
BUILD LOCATION: CREEDMOOR, NC

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Altec Industries, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A			

Proposer's Signature: Riley Brown **Date:** 1-18-2018

NJPA's clarification on exceptions listed above:

Review and Approved:

2/28/18

NJPA Legal Department

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Altec Industries, Inc. Date: 1-15-2018

Company Address: 210 Inverness Center Drive

City: Birmingham State: AL Zip: 35242

CAGE Code/Duns & Bradstreet Number: Cage: 1CER8 / D&B: 004001731

Contact Person: Riley Browne Title: Contract Specialist

Authorized Signature: _____ Riley Browne
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist

VENDOR AUTHORIZED SIGNATURE

Riley Browne
(NAME PRINTED OR TYPED)

Executed on March 12, 2018

NJPA Contract # 012418-ALT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Altec Industries, Inc.

Address: 210 Inverness Center Drive

City/State/Zip: Birmingham / AL / 35242

Telephone Number: 205-991-7733

E-mail Address: riley.browne@altec.com

Authorized Signature: Riley Browne

Authorized Name (printed): Riley Browne

Title: Contract Specialist

Date: 1-15-2018

Notarized

Subscribed and sworn to before me this 16th day of Jan, 20 17

Notary Public in and for the County of Shelby State of AL

My commission expires: 3-11-18

Signature:

LISA INGRAM LIVELY
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP 03-11-2018

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Altec Industries, Inc.

Questionnaire completed by: Riley Browne

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   Payment Terms are Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers.

   The benefits of our Municipal Lease option include:
   - Finance terms to match the useful life of the equipment.
   - Flexible lease options to shorten life cycles and decrease maintenance costs.
   - Conserves capital budget funds.
   - Match payments with budget allocations.
   - Non-appropriation language included.

   Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year.

   With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner.

   Please feel free to visit http://www.alteccapital.com for more information.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
   All purchase orders are processed by Altec Industries, as we are a factory direct company. We prefer a process whereas NJPA members issus purchase orders directly to Altec Industries.
   Our NJPA quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to NJPA. This process is the responsibility of a team at our corporate office with visibility of our wordwide operations.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes we accept P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
Please see attached warranty documents for details to supplement the answers below.

- Do your warranties cover all products, parts, and labor?
  Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on structural components on all our equipment except for Boom Truck Cranes which are 5 years.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  Yes, standard warranty is 90 days for travel charges.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  No, Altec employs Mobile Service Technitians in all 50 states and Canada. We own and operate 37 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technitian to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  Products not manufactured by Altec wich are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.

- What are your proposed exchange and return programs and policies?
  Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However. due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.

6) Describe any service contract options for the items included in your proposal.
We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis
A selection of derrick devices with standard service bodies and chip dump bodies mounted on chassis
A selection of cranes and truck-mounted hydraulic cranes
A selection of pressure diggers.
A selection of cable placers, stringers, tensioners, and pullers
A selection of wood chippers.
A selection of service bodies mounted on chassis.

A selection of chip dump bodies mounted on chassis.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
Line Item Proposed Contract Pricing plus $2/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached ALTEC RFP 012418 Pricing - Not For Distribution, the pricing in this document is for the purposes of this bid only and is not for distribution. Altec is also including ALTEC RFP 012418 Pricing, this is the only document to be distributed.

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districs.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
Line Item List Price less 3% - 5% Discount = Proposed Contract Price.
Proposed Contract Price plus $2/mile delivery charge (CONUS only).

See attached ALTEC RFP 012418 Pricing - Not For Distribution

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districs.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

2-5 Units:	1% Discount from Contract Price
6-10 Units:	1.5% Discount from Contract Price
11-19 Units:	2% Discount form Contract Price
20+ Units:	TBD at Time of Order

Note: Units must be identical to qualify for quantity rebate.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.
ALTEC will utilize and Open Market section for customer to be able to customize equipment as needed. The items in our Open Market section will marked at 20% above Altec cost and presented on a unique quote for each opportunity for customer review.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Delivery is the only cost not included in pricing. It applies to all customers and the price is $2.00 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional $2.00 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We currently run quarterly reports for NJPA orders and compare the customers on this list with members listed on NJPA's website to verify customers are members. Our Technical Sales Representatives that prepair NJPA quotes for our customers go through training on the quote process, and our quote template is up to date and posted on our internal company site. Our Account Managers must flag the truck as an NJPA quote in our system in order to receive NJPA pricing.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Altec Industries would like to propose a 1% fee payment to NJPA on all orders.

Industry-Specific Questions

19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

For 89 years Altec has been designing and manufacturing equipment with the end user in mind. We want operators to work "Safer and Smarter", and our equipment helps them by incorporating our experience and "voice of the customer" input during the design phase of our products. Additionally our Sales, Service, Mobile Service, and Parts networks all being comprised of Altec employees means that there is a single POC for the customer when using Altec equipment if any questions or issues arise.

20) Provide examples from your product offering that are not available from most competitors in this industry.

Altec is the only company in the market that offers Aerials, Derricks, Boom Truck Cranes, Chippers, Knuckleboom Cranes, and Service / Chip bodies in the same response to this RFP. We are industry leaders with our JEMS Hybrid technology, and our product development teams are constantly getting feedback from our customers regarding what to develop next. We are very proud of our IsoGrip control handle on our Aerial Devices, which is not available from anyone else.

21) Explain how your equipment in this category reduces down-time on the job site.
Advanced engineering and rigorous testing make Altec equipment the industry leader in durability. When issues arise, the Altec Service Group has over 100 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers

Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.
Altec has partnered with a telematics provider to produce a series of Class 5 aerial devices equipped with enhanced technology, safety features and operating efficiency. The "connected" bucket trucks include solar panels, digital license plates and Internet connectivity via a mobile hot spot.

Many of our customers use our Radio Remote Controls to operate our equipment. This often gives the operator improved visibility of the work being performed as well as allows them to help with other tasks required instead of sitting in an operator seat.

Our Cranes are equipped with Altec LMAP (Load Moment and Area Protection) systems which display all information about the machine and load on line at any given time, helping save time on the job.

Additionally because we offer a full product line, it may be easier for operators to become familiar with our equipment and cross train between our different product lines.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?
Altec is keenly focues on eliminating waste and non-value added processes, while keeping price increases to a minimum. We achieve this by running Rapid Continuous Improvement and maintaining a Closed Loop Quality System. Additionally we use the 8-D Problem Solving System and our production sites have implemented the Kanban scheduling system for lean manufacturing. We use our economies of scale to negotiate favorable arrangements from our suppliers, and utilize a FIFO system for parts that we stock.

24) Explain how your distributors are set up to provide service and support for equipment in this industry.
As a factory direct company we do not use distributors.

25) Identify how your products, services and supplies address the scope of this RFP.
Altec stives to be a full line / full service provider to the Public Utility Market. The range of our product offering allows customers to truly have a partner in their industry, with one contact for their utility equipment needs. Through the years Altec has demonstrated our ability to meet and exceed the expectations of our NJPA customers and we hope to further strengthen our relationships through this RFP.

Signature: Riley Beam Date: 1-19-2018

CITY OF CLEWISTON

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

Altec Industries

PURCHASE ORDER

Date 11-14-19 Requested By DW

Deliver To: CITY WAREHOUSE

Address: 1300 SOUTH OLYMPIA ST.

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

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

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

QUANTITY	UNITS	DESCRIPTION	UNIT PRICES	AMOUNT
1		Altec Model AT41M truck per Quote #547207 dated 10/22/2019		144,219.00
1		AT41M-US48M 48' Boom Height Aerial Device		11,824.00
1		AT41M-AOR Auxilliary Outriggers		3,379.00
		pricing per Sourcewell contract#012418-ALT		
				$159,422.00

Florida State Sales Tax Exemption Certificate No. 85-8012621-44C-1

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

FUND	DEPT.	OBJECT	PROJECT	AMOUNT
410	2010	564000		

PURCHASING AGENT

Approved:

CITY MANAGER

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

PURCHASE ORDER 19860

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

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT F
Commission Meeting Date: December 16, 2019

Subject: Resolution No. 2019-85

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1. **Background/History**: Resolution No. 2019-85 approves the City of Clewiston 2020 Regular Commission Meeting Schedule.

2. **Financial Impact**: N/A

3. **Attachments:**
   a. Resolution No. 2019-85
   b. 2020 Regular Commission Meeting Schedule

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-85.

RESOLUTION NO. 2019-85

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CITY OF CLEWISTON 2020 REGULAR COMMISSION MEETING SCHEDULE.

WHEREAS, the City Commission of the City of Clewiston holds at least one regular meeting each month to transact the business of the City;

WHEREAS, the City Commission wishes to set a schedule for the Regular Commission Meetings for calendar year 2020.

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

SECTION 1. The City Commission hereby approves the attached City of Clewiston 2020 Regular Commission Meeting Schedule.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

CITY OF CLEWISTON
2020 Regular Commission Meeting Schedule
Meetings are held in the City Hall Commission Chambers
115 W. Ventura Avenue, Clewiston, FL 33440
Telephone 863-983-1484

Meetings –5:00 p.m.
01/27/2020 (due to MLK Jr Day)
02/17/2020
03/16/2020
04/20/2020
05/18/2020
06/15/2020
07/20/2020
08/17/2020
09/21/2020
10/19/2020
11/16/2020
12/21/2020
Meeting dates are subject to change. Rescheduled meetings will be posted on our web site as soon as they are known.
Regular Workshops – To be determined
Budget Workshops and Hearings Schedule - To be determined
Contact City Clerk Kathy Combass for information regarding agenda items or meetings at 863-983-1484 ext. 105.

RESOLUTION NO. 2019-86

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, DECLARING AS SURPLUS CERTAIN EQUIPMENT OF THE CITY OF CLEWISTON AND AUTHORIZING THE CITY MANAGER TO PROVIDE FOR THE DISPOSITION OF THE SURPLUS EQUIPMENT.

WHEREAS, the equipment listed on the attached Memorandum dated December 3, 2019 is no longer necessary, useful or suitable for municipal purposes;

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

SECTION 1. The City Commission hereby declares as surplus the equipment listed on the attached Memorandum dated December 3, 2019.

SECTION 2. The City Commission hereby authorizes the City Manager to provide for the sale or disposition of the surplus equipment.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

Memorandum

Date: 03 December 2019

To: Randy Martin, City Manager
From: Sean Scheffler, Public Works Director
Subject: Surplus equipment

I am requesting the following equipment be deemed surplus and disposed of.

#37	1992	F700 Dump Truck	1FDPK74C6PVA06626
#38	1994	F700 Dump Truck	1FDN7OJ3SVA14899
#93	2007	Skag Mower	C7300072
#105	1999	Toro Workman	80118
#52	1998	F150 Pickup	1FTZF1762WNA17239
#1428	2014	Gator 4X2	Ser#091728
#1495	2014	Gator 4X2	Ser#091295
#58	2001	F350	1FDWF36LX1EC69232
#5	1997	F250	1FTHF25H8VEB68930
#66	2004	F350	1FDWF36L24ED45790
#857	2008	Automated TK.	5VCHC6BE98H205757

2019 Surplus Equipment Summary

#37, is a 27 year old flatbed dump truck that has become too old to find parts for and is unsafe to drive. Hydraulic brakes problems.

#38, is a 25 year old flatbed dump truck that has become too old to find part for and is unsafe to drive. Hydraulic brakes problems.

#93, is a 12 old Scag ZTR mower that has a blown engine.

#105, is a 20 year old utility vehicle that has a blown engine and transmission problems.

#52, is a 21 year old pick-up truck with a blown engine.

#1428, is a 5 year old utility vehicle used to read meters. It has a blown engine and worn out suspension. Too light a duty machine for the service demanded on it.

#1495, is a 5 year old utility vehicle used to read meters. It has a blown engine and suspension problems. Too light a duty machine for the service demanded on it.

#58, is an 18 year old one ton truck with Utility bed that has a blown engine and electrical problems we can't get parts for.

#5, is a 22 year old pick three quarter ton truck with utility bed used at Waste Water Plant and is rusted out and suspension is worn out.

#66, is a 15 year old one ton truck cab and chassis with a blown engine and electrical problems we can't get parts for.

#857, is an 11 year old AUTO CAR automated front loader that needs a cab, to be rewired has major oil leaks on engine and transmission. And front suspension is problems. (frame bolts)

+

EVENT APPLICATION

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

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

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

Date of Event: Jan 11th, 2020	Applicant's Name: Quinn Miller	Event: 2nd Annual Iron Tiger 5K
Mailing Address: 707 Hoover Dike Rd Apt 704	City: Clewiston	State/Zip Code: FL 33440
Telephone No. 863-233-8509	Email Address: millerq@hendry-schools.net	Fax No.
Representative to Contact: Quinn Miller	Telephone No: 863-233-8509	

Site/Facility for Event: St. Margaret's Catholic	Time Event Starts: 8:00	(a.m.)	p.m.	Will Street be Closed?	(Yes)	(No)
Estimated No. of Attendance: 60	Time Event Ends: 10:00	(a.m.)	p.m.	Beginning Time: 8	(a.m.)	p.m.
				Ending Time: 10	(a.m.)	p.m.

Description of Event: A 5K on the north-side of Clewiston as a fund-raiser for the CHS wrestling team. This is our second year. Starts at St. Margaret's Church.

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

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

Applicant's Signature: [signature] Date: 12/5/19

Fees (to be completed by City representative):

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

Remarks:

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

Remarks:

Revised 10/17/11

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

FIRE SAFETY PERMIT APPLICATION

Title of Event: 2nd Annual Iron Tiger 5k

Date(s) of Event: Jan 11th, 2020 Estimated Attendance: 60 per day

Times of Event: 8 AM to 10 AM Set-up: 7 AM Breakdown: 11 AM

Event Location: Map attached // St. Margaret's Catholic Church
(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

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

Description of Event: 5k event as a fundraiser for the CHS wrestling team.

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

Will any of the following event staging items be used?

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

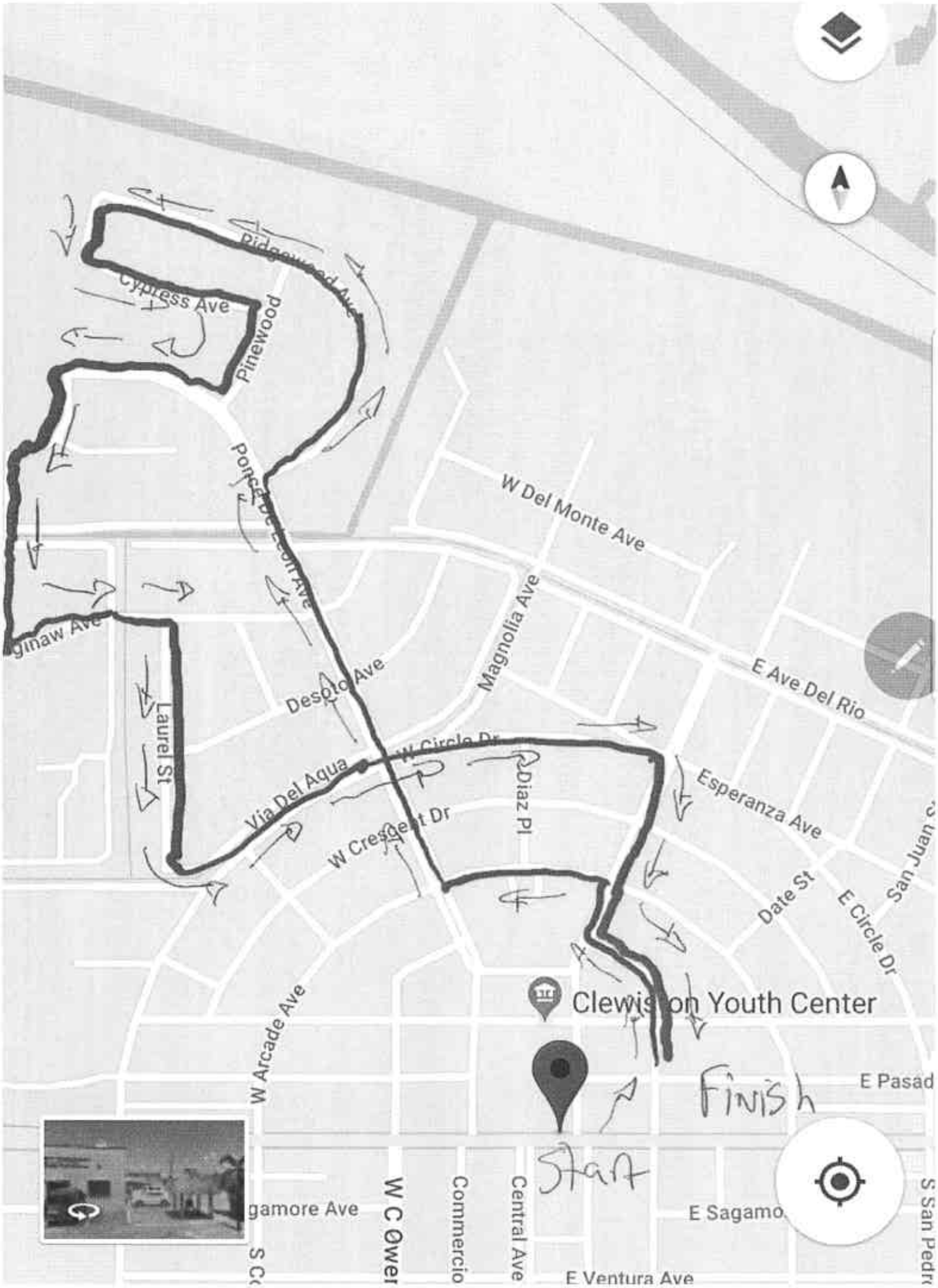
Please attach:

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

Producing Organization/Entity: CHS Wrestling
Contact Name: Quinn Miller
Phone: 863-233-8509 Emergency contact: _____

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

APPLICANT INFORMATION:
Name (Please Print): Quinn Miller Signature: [signature]
Mailing Address: 707 Hoover Dike Apt. 704
Phone: 863-233-8509 Cell: _____
Email: millerq@hardy-schools.net


Cypress Ave
Pinewood
W Del Monte Ave
Magnolia Ave
E Ave Del Rio
Desoto Ave
Laurel St
W Circle Dr
Via Del Aqua
Diaz Pl
Esperanza Ave
W Crescent Dr
Date St
E Circle Dr
Clewiston Youth Center
W Arcade Ave
Finish
Start
E Pasad
E Sagamo
E Ventura Ave
Central Ave
Commercio

SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to 2nd Annual Iron Tiger 5k to be held on Jan 11th 2020.
(Name of Event) *(Date of Event)*

CHS Wrestling Team / Quinn Miller
Name of sponsoring Individual(s) or Organization/Group

1501 S. Francisco St.
Address

863-233-8509 millerq@hendry-schools.net
Phone No. (include Area Code) Email Address

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

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

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

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

Signature Date 12/11/19

Signature Date

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

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

(Print Name of Parent/Legal Guardian)

Signature Date

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT NO. 2
Commission Meeting Date: December 16, 2019

Subject: Ordinance No. 2019-09 – Public Hearing – Final Reading

1. **Background/History**: Ordinance No. 2019-09 abandons a portion of the right-of-way that adjoins the property of Stephen and Norma Schneider located at 800 West Royal Palm Avenue with deed restrictions. This ordinance was approved on first reading at the October 21, 2019 City Commission Meeting.

   At the December 9, 2019 City Commission Workshop, the Commission requested the following revisions to the ordinance and survey:
   - **a.** Ordinance – Any change to existing trees must be approved by the City Commission
   - **b.** Survey – Revise the description of Parcel A so that the Southwest corner of Parcel A is similar to the Southeast corner of Parcel B.

2. **Financial Impact**: None

3. **Attachments:**
   - **a.** Ordinance No. 2019-09
   - **b.** Johnson Engineering, Inc. Survey
   - **c.** Affidavit of Publication

4. **Actions/Options/Recommendations:** Commission Discretion

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ABANDONING A PORTION OF THE RIGHT-OF-WAY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, WITHIN THE GENERAL PLAN OF CLEWISTON; PROVIDING FOR EFFECTIVE DATE, CONFLICTING PROVISIONS, AND INCLUSION IN THE CODE OF ORDINANCES.

WHEREAS, an adjoining property owner ("Petitioner") has petitioned the City for the abandonment of right-of-way adjoining Petitioner's lot; and

WHEREAS, the portion to be abandoned adjoins the Petitioner's lot and it is the desire of the City that the abandoned right-of-way become the property of the adjoining property owner; and

WHEREAS, Petitioner has agreed that the abandoned right-of-way shall be Deed Restricted so that it cannot be built upon or counted as additional property for purposes of development of Petitioner's lot; and

WHEREAS, Petitioner has agreed that the right-of-way may only be used as Open Space, and no landscaping shall be placed thereon, unless a plan therefore has been approved in advance by the City Commission.

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

SECTION 1. **ABANDONMENT.** The right-of-way described in Exhibit "A" is hereby abandoned and shall be subject to a Deed Restriction which reads;

DEED RESTRICTION

a. The property may only be used as Open Space.

b. The property may only be improved, or existing trees changed, pursuant to a landscaping plan which has been approved in advance, in writing, by the City Commission of the City of Clewiston.

c. The adjoining property owner will agree to this Deed Restriction by signing of this ordinance and recording it in the Public Records of Hendry County, Florida.

d. In the event this Deed Restriction is determined to be unenforceable, or is determined by a court of competent jurisdiction to have been breached, this ordinance, and the abandonment, shall be void and of no effect.

SECTION 2. **CONSENT TO DEED RESTRICTION.**

Stephen E. and Norma R. Schneider hereby agree to the imposition of and terms of the Deed Restriction, as set forth in Section 1.

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

By: _____
Stephen E. Schneider
Address: 800 W. Royal Palm Ave
Clewiston, FL 33440

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

By: _____
Norma R. Schneider
Address: 800 W. Royal Palm Ave
Clewiston, FL 33440

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to, subscribed and acknowledged before me on this the ____ day of _____, 2019, by Stephen E. Schneider. He is [___] personally known to me or [___] has produced _____ as identification.

_____
Notary Public – Signature

(SEAL)

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

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to, subscribed and acknowledged before me on this the ____ day of _____, 2019, by Norma R. Schneider. She is [___] personally known to me or [___] has produced _____ as identification.

_____
Notary Public – Signature

(SEAL)

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

SECTION 3. **EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage and approval consistent with all requirements of general law.

SECTION 4. **CONFLICTING PROVISION.** If there is ever determined to be a conflict between this ordinance and State law, this ordinance shall be considered null and void.

SECTION 5. **INCLUSION IN THE CODE OF ORDINANCES.** The provisions of this ordinance shall become and be made a part of the City Code of Ordinances and the sections of this ordinance may be renumbered and codified to accomplish this end.

PASSED on first reading by the City Commission on October 21, 2019.

PASSED AND ADOPTED on second and final reading by the City Commission on _____, 2019.

ATTEST:

_____

Mary K. Combass, City Clerk

CITY OF CLEWISTON, FLORIDA

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

EXHIBIT "A"

Property noted as Parcel "A" on the attached sketch by Johnson Engineering, Inc., dated December 11, 2019.

PARCEL "A"

A parcel of land adjacent to the south boundary of Block 24 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to plat recorded in Plat Book 2, Pages 71 through 78, inclusive, of the Public Records of Hendry County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Block 24 as the Point of Beginning of the parcel of land herein described and run S66°16'07"E, along the southerly line of said Block 24, a distance of 150.00 feet; Thence S23°43'53"W, parallel with the westerly line of said Block 24, a distance of 77.53 feet; Thence N66°16'07"W, parallel with the southerly line of said Block 24, a distance of 134.42 feet; Thence N32°34'22"W a distance of 18.72 feet to the southerly extension of the westerly line of said Block 24; Thence N23°43'53"E, along said southerly extension, a distance of 67.14 feet to the southwest corner of said Block 24 and the Point of Beginning.

PARCEL "B"

A parcel of land adjacent to the south boundary of Block 24 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to plat recorded in Plat Book 2, Pages 71 through 78, inclusive, of the Public Records of Hendry County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Block 24 and run S66°16'07"E, along the southerly line of said Block 24, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; Thence continue S66°16'07"E, along the southerly line of said Block 24, a distance of 150.00 feet to the southeast corner of said Block 24; Thence S23°43'53"W, along the southerly extension of the easterly line of said Block 24, a distance of 67.14 feet; Thence S80°02'06"W a distance of 18.72 feet; Thence N66°16'07"W, parallel with the southerly line of said Block 24, a distance of 134.42 feet; Thence N23°43'53"E, parallel with the easterly line of said Block 24, a distance of 77.53 feet to the southerly line of said Block 24 and the Point of Beginning.

NOTES:

1. DATE OF LAST FIELDWORK: DECEMBER 11, 2019.
2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARING REFERENCE: BEARING OF S66°16'07"W ON THE SOUTHERLY LINE OF BLOCK 24, GENERAL PLAN OF CLEWISTON, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM REFERENCED IN ITEM 2 ABOVE.
4. SUBSTANTIAL VISIBLE IMPROVEMENTS OTHER THAN THOSE SHOWN, NOT LOCATED. UNDERGROUND IMPROVEMENTS AND/OR ENCROACHMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY.
5. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. A TITLE COMMITMENT AND/OR ABSTRACT OF TITLE WAS NOT PROVIDED TO THE SURVEYOR.
6. AERIAL PHOTOGRAPHY SHOWN HEREON WAS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND IS DATED 2017. IT IS INCLUDED FOR ORIENTATION PURPOSES ONLY.
7. SURVEY AND DESCRIPTIONS PREPARED AS REQUESTED BY THE CITY OF CLEWISTON.
8. THIS SURVEY AND DESCRIPTIONS ARE SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

City of Clewiston

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

MATTHEW M. HOWARD (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4912

DATE SIGNED: 12-12-19

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN IN NOTE 1 AND NOT THE SIGNATURE DATE.

O:\2018\20181170-015\Surveying\Surveys\20181170-015 - SURVEY.dwg (11x17-Bottom-Landscape (2)) mmh Dec 12, 2019 - 9:32am

General Plan of Clewiston
Block 24

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

City of Clewiston

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
Dec. 11, 2019	20181170-015	10-43-34		1 of 2

O:\2018\20181170-015\Surveying\Surveys\20181170-015 - SURVEY.dwg (11x17-Bottom-Landscape) mmh Dec 12, 2019 - 9:31am

	General Plan of Clewiston Block 24	JOHNSON ENGINEERING	JOHNSON ENGINEERING, INC. 2122 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE: (239) 334-0046 FAX: (239) 334-3661 E.B. #642 & L.B. #642	City of Clewiston			
				DATE Dec. 11, 2019	PROJECT NO. 20171170-015	FILE NO. 10-43-34	SCALE 1" = 50"	SHEET 2 OF 2

INDEPENDENT NEWSMEDIA INC. USA

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

STATE OF FLORIDA
COUNTY OF HENDRY

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

in the matter of Notice

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

12/4/2019

Affiant further says that the said Lake Okeechobee News is a newspaper published in said Hendry County, Florida, and that said newspaper has heretofore been published continuously in said Hendry County, Florida each week and has been entered as second class mail matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Katrina Elsken

Katrina Elsken

Sworn to and subscribed before me this 4th day of December 2019 AD

Notary Public, State of Florida at Large

Angie Bridges

ANGIE BRIDGES
MY COMMISSION # FF 978149
EXPIRES: April 20, 2020
Bonded Thru Notary Public Underwriters

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on December 16, 2019 at 5:00 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, ABANDONING A PORTION OF THE RIGHT-OF-WAY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, WITHIN THE GENERAL PLAN OF CLEWISTON; PROVIDING FOR EFFECTIVE DATE, CONFLICTING PROVISIONS, AND INCLUSION IN THE CODE OF ORDINANCES.

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

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

Mary K. Combess, Interim City Clerk
City of Clewiston, FL
377633 LO 12/4/2019

Clewiston Police Department

Semiannual Crime Report

January – June 2019

Agency Overview

- Twenty-two (22) full time staff.
- 16 Sworn Police Officers/6 non-sworn Civilian Employees.
  - 12 certified police officers assigned to patrol
  - 2 certified police officers assigned to Investigations
  - 2 certified police office officers fulfill administrative roles
  - 4 state certified 911 telecommunications operators
  - 2 administrative support personnel

Agency Overview Cont'd

- The Clewiston Police Department serves an estimate population of 7,985 full time residents.
- Two (2) officers per one-thousand (1,000) residents.
- Officers handled 7,613 calls for service between January and June 2019 (Includes officer initiated activity).

Semiannual Crime Report Data

- Submitted August of 2019 and consist of data collected between 1 January and 30 June 2019.
- Data is collected and provided to FDLE who uses this data to produce reports providing summary and detail information with regards to crime in Florida.
- Data is accessible @

Violent Crime Data

- Overall decrease in Violent crime by 60%
  - Robberies Decreased by 62%
    - A firearm was only used in one of these incidents
  - Aggravated Assault decreased by 54%
    - A firearm was only used in one of these instances
    - During 2018 a firearm was used in more aggravated assaults than any other weapon.

Property Crime Data

- 17.5% overall increase in property crimes
  - 59% increase in burglaries
  - Incidents of theft remained the same.
- Some property crimes did however decrease
  - Shoplifting complaints were down by nearly 19%
- Overall 2.3% reduction in total index offenses when compared to last year.

Arrests

- 129 arrests made during reporting period.
  - 5 violent offense arrest.
  - 21 property offense arrests.
  - 103 Part II offense arrests.
- Increase in property offense arrests with regards to juveniles and females.
- Total arrests were down slightly more than 40% during reporting period.

Domestic Violence Offenses

- Overall down by more than 58%.
- Most significant change was seen in connection with more violent offenses.
  - 100% reduction in aggravated offenses whereas other categories remained the same.

Property Information

Property Information Values

PROPERTY TYPE	STOLEN VALUE	RECOVERED VALUE
Currency, Note, Etc.	37,697	3
Jewelry, Precious Metals	15	15
Clothing & Furs	1,591	76
Motor Vehicles	8,489	327
Office Equipment	2,887	0
TVs, Radios, Stereos	2,208	0
Firearms	1,745	0
Household Goods	4,871	0
Consumable Goods	628	227
Livestock	0	0
Miscellaneous	24,661	1,288
TOTAL VALUES	**84,792**	**1,936**

Crime Trends

Crime Trends

Year	Total Index Crimes	% Change	Violent Crime	% Change	Property Crime	% Change
2015	208	-1.4	30	14.3	178	-3.8
2016	163	-21.6	18	-40.0	145	-18.5
2017	147	-9.8	25	38.9	122	-15.9
2018	130	-11.6	33	32.0	97	-20.5
2019	127	-2.3	13	-60.6	114	17.5

Crime Trends

Total Index Crime in Florida, 1998 - 2018

Updated 04/2019

Year	Population	Total Violent Crime*	Violent Rate per 100,000	Violent Rate Change	Total Property Crime	Property Rate per 100,000	Property Rate Change	Total Index Crime*	% Index Change	Index Rate per 100,000	Index Rate Change
1998	15,000,475	135,925	906.1	--	885,427	5,902.7	--	1,021,352	--	6,808.8	--
1999	15,322,040	124,823	814.7	-10.1	805,490	5,257.1	-10.9	930,313	-8.9	6,071.7	-10.8
2000	15,982,378	124,090	776.4	-4.7	767,667	4,803.2	-8.6	891,757	-4.1	5,579.6	-8.1
2001	16,331,739	125,783	770.2	-0.8	780,966	4,781.9	-0.4	906,749	1.7	5,552.1	-0.5
2002	16,674,608	123,358	739.8	-3.9	772,250	4,631.3	-3.1	895,608	-1.2	5,371.1	-3.3
2003	17,071,508	119,800	701.8	-5.1	757,379	4,436.5	-4.2	877,179	-2.1	5,138.3	-4.3
2004	17,516,732	119,369	681.5	-2.9	726,793	4,149.1	-6.5	846,162	-3.5	4,830.6	-6.0
2005	17,918,227	121,678	679.1	-0.3	712,238	3,974.9	-4.2	833,916	-1.4	4,654.0	-3.7
2006	18,349,132	125,765	685.4	0.9	720,425	3,926.2	-1.2	846,190	1.47	4,611.6	-0.9
2007	18,860,367	128,114	685.82	0.1	745,200	3,989.2	1.6	873,314	3.21	4,630.4	0.4
2008	18,807,219	121,877	648.03	-5.5	757,833	4,029.5	1.0	879,710	0.73	4,677.5	1.0
2009	18,750,483	109,988	586.6	-9.5	711,144	3,792.7	-5.9	821,132	-6.66	4,379.3	-6.4
2010	18,771,768	98,564	525.1	-10.5	668,611	3,561.8	-6.1	767,175	-6.6	4,086.9	-6.7
2011	18,905,048	94,841	501.7	-4.5	671,297	3,550.9	-0.3	766,138	-0.1	4,052.6	-0.8
2012	19,074,434	90,449	474.2	-5.5	632,022	3,313.5	-6.7	722,471	-5.7	3,787.6	-6.5
2013	19,259,543	88,590	460.0	-3.0	606,902	3,151.2	-4.9	695,492	-3.7	3,611.2	-4.7
2014	19,507,369	87,958	450.9	-2.0	582,122	2,984.1	-5.3	670,080	-3.7	3,435.0	-4.9
2015	19,815,183	90,204	455.2	1.0	568,921	2,871.1	-3.8	659,125	-1.6	3,326.4	-3.2
2016	20,148,654	88,469	439.1	-3.5	552,515	2,742.2	-4.5	640,984	-2.8	3,181.3	-4.4
2017	20,484,142	85,503	417.4	-4.9	526,817	2,571.8	-6.2	612,320	-4.8	2,989.2	-6.0
2018	20,840,986	81,896	393.0	-5.9	485,270	2,328.4	-9.5	567,166	-7.4	2,721.4	-9.0

SOURCE: Florida Statistical Analysis Center: FDLE (1998-2018). Crime in Florida, Florida uniform crime report [Computer program]. Tallahassee, FL.

* Figures include the Orlando Pulse nightclub shooting incident on June 12, 2016, where 49 persons were killed, killed, and the Marjory Stoneman Douglas High School shooting incident on February 14, 2018, where 17 persons were

Figures include updates to previous years as reflected in the Uniform Crime Reports database as of 04/2019.

Countywide Data

COUNTY AND MUNICIPAL OFFENSE DATA

January - December 2018 Annual Report	Year	Population	Total Crime Index	% Index Change 2017/2018	Murder[1]	Rape	Robbery	Aggravated Assault[2]	Burglary	Larceny	Motor Vehicle Theft	Crime Rate Per 100,000 Population	% Rate Change 2017/2018	Clearance Rate per 100 Offenses
Hendry County	2017	39,057	1,170		4	13	34	118	410	533	58	2,995.6		33.9
FL026	2018	39,586	1,038	-11.3	2	13	33	142	267	540	41	2,622.1	-12.5	28.9
Hendry County Sheriff's Office	2018	31,643	808	-12.6	1	11	23	118	203	414	38	2,553.5	-13.2	26.5
Clewiston Police Department	2018	7,943	230	-6.5	1	2	10	24	64	126	3	2,895.6	-9.8	37.4
DOC Inspector General - Hendry	2018	0	0		0	0	0	0	0	0	0			
DABT - Hendry	2018	0	0		0	0	0	0	0	0	0			
FWC - Hendry	2018	0	0		0	0	0	0	0	0	0			
FHP - Hendry Co	2018	0	0		0	0	0	0	0	0	0			

Comparative Data

COUNTY AND MUNICIPAL OFFENSE DATA

January - December 2018 Annual Report	Year	Population	Total Crime Index	% Index Change 2017/2018	Murder[1]	Rape	Robbery	Aggravated Assault[2]	Burglary	Larceny	Motor Vehicle Theft	Crime Rate Per 100,000 Population	% Rate Change 2017/2018	Clearance Rate per 100 Offenses
Florida	2017	20,484,142	612,320	-4.5	1,057	7,934	18,583	57,984	88,778	395,149	42,889	2,989.5	-6.0	23.4
FL	2018	20,840,986	567,166	-7.4	1,107	8,436	16,862	55,491	71,801	372,350	41,119	2,721.4	-9.0	25.3

[1] Figures include the 17 persons killed during the Marjory Stoneman Douglas High School shooting incident on 2/14/2018.

[2] Aggravated Assault includes Aggravated Assault and Aggravated Stalking Offenses.

Comparative Community Data

COUNTY AND MUNICIPAL OFFENSE DATA

January - December 2018 Annual Report	Year	Population	Total Crime Index	% Index Change 2017/2018	Murder[1]	Rape	Robbery	Aggravated Assault[2]	Burglary	Larceny	Motor Vehicle Theft	Crime Rate Per 100,000 Population	% Rate Change 2017/2018	Clearance Rate per 100 Offenses
Palm Beach County	2017	1,414,144	45,895		92	550	1,674	3,939	6,033	30,048	3,559	3,245.4		20.5
FL050	2018	1,433,417	40,781	-12.1	91	566	1,510	3,698	4,202	27,576	3,138	2,845.0	-12.3	20.2
Palm Beach County Sheriff's Office	2018	631,677	12,445	-12.5	23	233	354	1,081	1,420	8,244	1,090	1,970.2	-13.5	17.3
Belle Glade Police Department	2018	17,589	993	-11.7	2	13	44	147	134	582	71	5,645.6	-13.2	20.9
Boca Raton Police Department	2018	93,417	2,566	-5.9	2	28	80	95	277	1,894	190	2,746.8	-7.5	24.9
Boynton Beach Police Department	2018	76,756	3,441	-5.0	4	21	134	318	256	2,423	285	4,483.0	-8.4	19.4
Delray Beach Police Department	2018	66,580	2,931	-2.2	6	27	84	292	279	2,038	205	4,402.2	-3.3	18.8
Lake Worth Police Department	2018	38,257	1,522	-24.0	4	39	134	192	242	784	127	3,978.4	-24.6	19.8
Palm Beach Police Department	2018	8,295	111	-1.8	0	1	2	10	11	77	10	1,338.2	-1.8	64.9
Riviera Beach Police Department	2018	35,431	1,746	-6.8	9	18	65	321	212	970	151	4,927.9	-7.8	13.9
West Palm Beach Police Department	2018	112,906	5,275	-14.7	27	77	354	568	578	3,290	381	4,672.0	-16.6	16.4
Atlantis Police Department	2018	2,021	49	-10.9	0	2	0	3	5	36	3	2,424.5	-10.8	24.5
Greenacres Department of Public Safety	2018	39,568	995	-10.9	2	18	26	113	89	678	69	2,514.7	-10.5	21.5
Gulf Stream Police Department	2018	1,005	3	-89.3	0	0	0	0	1	2	0	298.5	-89.3	33.3
Town of Hypoluxo Police Department	2018	2,741	59	-27.2	0	1	1	1	8	40	8	2,152.5	-27.6	8.5
Juno Beach Police Department	2018	3,427	51	-21.5	0	0	2	3	6	40	0	1,488.2	-22.2	23.5
Jupiter Police Department	2018	62,100	1,091	-16.9	0	15	31	86	84	814	61	1,756.8	-17.9	27.7
Jupiter Inlet Colony Police Department	2018	409	1	-50.0	0	0	0	0	0	1	0	244.5	-50.2	0.0
Lake Park Police Department	2018	8,829	900	9.9	2	5	28	42	84	685	56	10,193.7	9.3	32.7
Lantana Police Department	2018	11,397	703	6.2	0	12	25	54	29	534	49	6,168.3	0.6	33.6
Manalapan Police Department	2018	425	16	-42.9	0	1	0	0	0	10	5	3,764.7	-43.4	18.8
Mangonia Park Police Department	2018	2,045	241	-16.6	0	7	16	22	14	166	16	11,784.8	-17.1	31.1
North Palm Beach Police Department	2018	12,596	117	-23.5	0	0	5	7	12	79	14	928.9	-23.7	44.4
Ocean Ridge Police Department	2018	1,827	30	-34.8	0	0	0	3	6	15	8	1,642.0	-35.3	33.3
Pahokee Police Department	2018	5,909	223	-26.9	4	4	7	34	40	120	14	3,773.9	-27.1	22.0
Palm Beach Gardens Police Department	2018	53,800	1,492	-2.5	2	14	25	42	125	1,210	74	2,773.2	-4.7	18.0
Palm Springs Police Department	2018	23,448	1,107	-3.1	0	6	41	79	113	780	88	4,721.1	-4.0	30.5
Royal Palm Beach Police Department	2018	37,934	820	-5.0	2	7	9	43	24	690	45	2,161.6	-6.1	28.3
South Bay Police Department	2018	5,174	168	-43.2	1	0	9	11	20	54	13	2,087.4	-42.7	25.0
South Palm Beach Police Department	2018	1,400	2	-83.3	0	0	0	0	1	1	0	142.9	-83.3	0.0
Tequesta Police Department	2018	5,857	37	-56.0	0	0	0	2	14	19	2	631.7	-56.9	32.4
Palm Beach Shores Police Department	2018	1,217	64	30.6	0	0	1	5	32	24	2	5,258.8	28.8	14.1
Florida Atlantic University Police Dept	2018	0	111	-42.5	0	3	2	2	18	80	6			9.9
Highland Beach Police Department	2018	3,654	27	-32.5	1	0	0	2	1	19	4	738.9	-33.3	5.7
Palm Beach County School District PD	2018	0	493	-27.7	0	6	13	38	10	420	6			20.3
Lake Clarke Shores Police Department	2018	3,422	57	-19.7	0	0	1	6	13	35	2	1,665.7	-20.0	28.1
DOC Inspector General - Palm Beach	2018	0	0		0	0	0	0	0	0	0			
DABT - Palm Beach	2018	0	0		0	0	0	0	0	0	0			
DIFS - Palm Beach	2018	0	0		0	0	0	0	0	0	0			
FWC - Palm Beach	2018	0	0		0	0	0	0	0	0	0			
FHP - Palm Beach Turnpike Station	2018	0	41	141.2	0	0	0	22	0	15	4			9.8
Wellington Police Department	2018	62,504	913	-23.3	0	10	17	54	44	709	79	1,465.4	-24.0	26.4

Comparative Community Data

COUNTY AND MUNICIPAL OFFENSE DATA

January - December 2018

Annual Report	Year	Population	Total Crime Index	% Index Change 2017/2018	Murder[1]	Rape	Robbery	Aggravated Assault[2]	Burglary	Larceny	Motor Vehicle Theft	Crime Rate Per 100,000 Population	% Rate Change 2017/2018	Clearance Rate per 100 Offenses
Okeechobee County	2017	41,140	1,371		1	27	15	93	235	924	76	3,332.5		25.7
FL047	2018	41,120	1,381	0.7	1	20	25	156	218	863	98	3,358.5	0.8	22.3
Okeechobee County Sheriff's Office	2018	35,559	1,109	2.7	1	18	15	147	188	661	79	3,118.8	2.7	22.5
Okeechobee Police Department	2018	5,561	265	-8.3	0	2	10	9	30	202	12	4,765.3	-8.2	22.3
DOC Inspector General - Okeechobee	2018	0	0		0	0	0	0	0	0	0			
DABT - Okeechobee	2018	0	0		0	0	0	0	0	0	0			
FWC - Okeechobee	2018	0	0		0	0	0	0	0	0	0			
FHP - Okeechobee Co	2018	0	7	250.0	0	0	0	0	0	0	7			0.0

COUNTY AND MUNICIPAL OFFENSE DATA

January - December 2018

Annual Report	Year	Population	Total Crime Index	% Index Change 2017/2018	Murder[1]	Rape	Robbery	Aggravated Assault[2]	Burglary	Larceny	Motor Vehicle Theft	Crime Rate Per 100,000 Population	% Rate Change 2017/2018	Clearance Rate per 100 Offenses
Lee County	2017	698,468	13,565		45	249	541	1,462	2,294	8,018	956	1,942.1		23.8
FL036	2018	713,903	12,929	-4.7	40	276	454	1,356	1,802	7,938	1,063	1,811.0	-6.7	26.3
Lee County Sheriff's Office	2018	445,130	6,919	-5.2	26	202	257	787	1,000	4,023	624	1,554.4	-6.8	29.4
Fort Myers Police Department	2018	81,868	2,867	-3.1	11	53	146	372	376	1,652	257	3,502.0	-6.4	20.7
Cape Coral Police Department	2018	180,204	2,968	-5.0	3	17	51	196	413	2,110	178	1,647.0	-7.7	24.8
Sanibel Police Department	2018	6,701	71	16.4	0	2	0	0	11	58	0	1,059.5	15.7	14.1
Lee County Port Authority PD	2018	0	36	12.5	0	0	0	0	0	36	0			19.4
FDLE - Fort Myers RA	2018	0	0		0	0	0	0	0	0	0			
Florida Gulf Coast University Police Dept	2018	0	40	-46.7	0	2	0	0	2	36	0			20.0
Florida Southwestern State College PD	2018	0	6	-45.5	0	0	0	0	0	6	0			0.0
DOC Inspector General - Lee	2018	0	0		0	0	0	0	0	0	0			
DABT - Lee	2018	0	0		0	0	0	0	0	0	0			
DIFS - Lee	2018	0	0		0	0	0	0	0	0	0			
FWC - Lee	2018	0	0		0	0	0	0	0	0	0			
FHP - Fort Myers	2018	0	22	633.3	0	0	0	1	0	17	4			40.9

Questions?

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: December 16, 2019

Subject: Approval of Resolution No. 2019-87, Resolution No. 2019-88 and Resolution No. 2019-89 regarding the C-21 Bridge Project

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1. **Background/History**:

The City's Grant Agreement No. 4600003609 with the South Florida Water Management (SFWMD) provides $350,000 in funding for technical services to determine a location, design and apply for permitting of a C-21 Bridge Canal Crossing. As of the fiscal year ended September 30, 2019, $231,155 was expended for this project, resulting in a balance of $118,845 in grant funds to be carried over into fiscal year 2020.

In the summer of 2019, the City received notice of a State Funding award of $2,000,000 to construct the C-21 Bridge Canal Crossing. The funding will be administered by the Florida Department of Transportation (FDOT). Due to the administration of the project construction by FDOT, the project design will require multiple reviews and plan adjustments and will cost approximately $472,960. This amount represents a variance of $122,960 from the SFWMD grant funding of $350,000 for design, and includes the additional expense for Change Order No. 01, Work Order No. 04 for Johnson Engineering ($16,800), as well as the expense for additional services from Wantman Group, Inc. ($99,830).

A. Resolution No. 2019-87 adopts amendments to the budget for FY 2019-2020 as follows.

General Fund
Budget Amendment 4 – Balance of funding for the South Florida Water Management Grant Agreement No. 4600003609 for $350,000 for technical services to determine a location, design and apply for permitting of a C-21 Bridge Canal Crossing - $118,845

Budget Amendment 5 – Budget Transfer from contingency funds for funding support for the technical services to determine a location, design and apply for permitting of a C-21 Bridge Canal Crossing - $122,960

B. Resolution No. 2019-88 approves Change Order No. 01 to Johnson Engineering Work Order No. 04 - $16,800

C. Resolution No. 2019-89 approves the proposal, Additional Services FDOT LAP Requirements, from Wantman Group, Inc. - $99,830

Financial Impact: $241,805 ($118,845 carry-over of grant funding and $122,960 use of budgeted contingency)

2. **Attachments:**
   - **a.** Resolution No. 2019-87
   - **b.** Budget Amendments 4-5
   - **c.** Resolution No. 2019-88
   - **d.** Johnson Engineering Change Order No. 01 to Work Order No. 04
   - **e.** Resolution No. 2019-89
   - **f.** Wantman Group, Inc. proposal, Additional Services FDOT LAP Requirements

3. **Actions/Options/Recommendations:**
   - **A.** Recommended motion is to approve Resolution No. 2019-87.
   - **B.** Recommended motion is to approve Resolution No. 2019-88.
   - **C.** Recommended motion is to approve Resolution No. 2019-89.

RESOLUTION NO. 2019-87

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

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

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

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

General Fund 001

Amendment 4) **Balance of funding – South Florida Water Management Grant Agreement No. 4600003609 for technical services to determine a location, design and apply for permitting of a C-21 Bridge Canal Crossing**

$118,845

Amendment 5) **Budget Transfer – use of budgeted contingency for technical services for the C-21 Bridge Project per review of grant funding and expenses**

$122,960

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

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

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

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

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

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

PASSED AND ADOPTED in open session this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, Interim City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

City of Clewiston **BUDGET AMENDMENT - 4** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001		334800		Grants-SFWMD/DEP Bridge Project	0	118,845	118,845
							0
001	7073	563005		Bridge Project	0	118,845	118,845
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					0	237,690	237,690

Comments: Balance of funding - South Florida Water Management Grant Agreement No. 4600003609 for $350,000 / This grant is for technical services to determine a location, design and apply for permitting of a C-21 Bridge Canal Crossing.

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 5** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001	7073	563005		Bridge Project	118,845	122,960	241,805
001	1020	592000		Contingency Expenses	777,345	(122,960)	654,385
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					896,190	0	896,190

Comments: BUDGET TRANSFER - use of budgeted contingency for technical services for the C-21 Bridge Project per review of grant funding and expenses

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

RESOLUTION NO. 2019-88

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING CHANGE ORDER NO. 01 TO WORK ORDER NO. 04 OF THE CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CLEWISTON AND JOHNSON ENGINEERING, INC. FOR THE C-21 BRIDGE PROJECT.

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

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

WHEREAS, because Florida Department of Transportation ("FDOT") is the funds administrator of a grant made to the City for the project, Change Order No. 01 is necessary to include work related to FDOT plans or permit.

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

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

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

CHANGE ORDER

No. 01

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

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

You are directed to make the following changes in the Contract Documents:
Description: Adding $ $16,800.00 to contract.

Reason for Change Order: Adding scope for Florida Department of Transportation (FDOT) review comments response, prepare construction plans, specification and provide cost estimating services (Project FPID #445843-1). Additional change to approved Tasks 02 – Environmental Resource Permit and Task 07 – Survey, for reallocation of a portion of the fees to Task 3 – SFWMD Right of way or Works of the District Permit and Task 4 – USACE Nationwide 14, resulting in zero dollar change in the reallocated fees.

Attachments: Exhibit A - Scope of Services for Roadway Design and Construction Plans / Exhibit B – Changes to Compensation

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

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

RECOMMENDED:
JOHNSON ENGINEERING, INC.
By: _____
ENGINEER (Authorized Signature)
Lonnie V. Howard, President
Date: 30 SEP 2019

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

ACCEPTED:
By: _____
CONTRACTOR (Authorized Signature)
Date: _____

EXHIBIT A - CHANGE ORDER NO. 1
TO WORK ORDER NO. 04

SCOPE OF PROFESSIONAL SERVICES FOR FDOT ROADWAY PLANS FOR BRIDGE OVER C-21 CANAL (Project FPID 445843-1)

October 2019

GENERAL

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

Initially there was no involvement of the Florida Department of Transportation (FDOT) since the project is not on a State or federal highway. The scope specifically excluded work related to FDOT plans or permit. During the last legislative session, a grant was made to the City and by direction of the legislature, FDOT will be the administrator of the funds. As the fund administrator, FDOT requires the plans to be done to the FDOT Design Manual (FDM) standards. To meet the FDM standards, the CONSULTANT shall prepare construction plans, specifications, respond to FDOT review comments, and provide cost estimating services as detailed herein, for the following project:

- Construction of roadway approaches, pedestrian facilities, and associated drainage improvements in conjunction with the construction of a new bridge over Canal C-21, just west of the current location of S-169.

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

TASKS

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

TASK INDEX

8.0 Roadway Design and Construction Plans

TASK 8 - ROADWAY DESIGN AND CONSTRUCTION PLAN

CONSULTANT shall analyze field conditions and determine the profile for the proposed roadway and bridge. The roadway shall be designed in accordance with current FDOT Manual of Uniform Minimum Standards (MUMS aka "Florida Greenbook") criteria. CONSULTANT shall prepare construction plans denoting the proposed alignment and grade of the road and associated improvements, including drainage improvement, typical section, and profile. The construction plans shall be prepared in general accordance with the FDOT Design Manual (FDM) and will include the following plan sheets:

- Key sheet
- Summary of pay items
- Typical sections
- Summary of quantities
- General notes
- Survey control

- Plan and profile sheets
- Drainage details (if necessary)
- Cross-sections
- Erosion control
- Signing and pavement marking sheets (if necessary)
- Utility adjustment sheets (if necessary)

Plan submittals will be made at the 60%, 90%, and final phase of design for review and comment by the CITY and FDOT. For the 60%, 90%, and final phase of design submittals, the deliverables shall include:

- Five (5) sets of 11"x17" plans
- One .pdf file of the plans provided on a CD
- CAD drawing (.dwg files)
- Other documents as specified in each task

CONSULTANT shall prepare an engineer's opinion of probable cost with the 60%, 90%, and final submittals. Cost shall be determined based on FDOT cost history and best available local construction bid costs.

CONSULTANT shall prepare the final bid documents and specifications associated with the project. The document will be reviewed by the CITY and FDOT.

CONSULTANT shall identify potential UAO's within the project limits and request the location of existing facilities. Following the 60% plan submittal, the CONSULTANT shall send the proposed construction plans to the UAOs requesting any utility adjustment plans in "Red Green Brown" (RGB) format. Any existing utility locations and proposed utility adjustments provided by the UAOs shall be depicted on the sidewalk plan sheets. CONSULTANT shall coordinate and attend one (1) utility coordination meeting. All utility relocations shall be designed and constructed by others. Please note, the CONSULTANT makes no representation on the accuracy of information provided by the UAOs and cannot guarantee their prompt cooperation.

EXHIBIT B - CHANGE ORDER NO. 1
TO WORK ORDER NO. 04

CHANGES TO COMPENSATION

Task	Description	Original Contract	Previous Change Order No(s). N/A	This Change Order – No. 01	Total Contract with all Supplements
1	Plan Production	$20,000.00			$20,000.00
2	Environmental Resource Permit	$50,000.00		($10,000.00)	$40,000.00
3	SFWMD ROW or WOTD	$10,000.00		$10,000.00	$20,000.00
4	USACE Nationwide 14	$30,000.00		($10,000.00)	$20,000.00
5	USACE Section 408	$23,000.00			$23,000.00
6	Meetings	$15,000.00			$15,000.00
7	Survey	$22,000.00		($10,000.00)	$12,000.00
REIMB	Reimbursables	$1,500.00			$1,500.00
8	FDOT Roadway Plans			$36,800.00	$36,800.00
TOTAL AGREEMENT:		$171,500.00	0	$16,800.00	**$188,300.00**

RESOLUTION NO. 2019-89

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL FROM WANTMAN GROUP, INC. ("WGI") FOR ADDITIONAL STRUCTURAL ENGINEERING SERVICES FOR THE C-21 BRIDGE PROJECT.

WHEREAS, the parties entered into an agreement with WGI for structural engineering services on April 25, 2019; and

WHEREAS, because Florida Department of Transportation ("FDOT") is the funds administrator of a grant made to the City for the project, additional documentation and design is necessary to follow the requirements of the FDOT Local Agency Program.

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

SECTION 1. The attached proposal from WGI is approved and the Mayor is authorized and directed to execute the proposal on behalf of the City.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

WGI

September 20, 2019

Randy Martin, City Manager
City of Clewiston
115 W. Ventura Ave.
Clewiston, Florida 33440

Randy.Martin@clewiston-fl.gov

Re: C-21 Bridge (access to the Hebert Hoover Dike)
Additional Services FDOT LAP Requirements

Dear Randy,

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the **City of Clewiston** (CLIENT) for additional Structural Engineering services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement Provisions, associated with the original contract between WGI and CLIENT, dated April 25, 2019 (executed by the **City of Clewiston** on April 30, 2019).

As a result of the recent requirement that the Bridge Design and Construction Documents follow the requirements of the FDOT Local Agency Program (LAP), additional documentation and design is necessary to meet the LAP mandated design. The LAP process and criteria allows for the eligibility of Federal Highway Administration Funding. The administrative component of these processes and criteria requires a more rigorous effort than previously scoped.

The FDOT is requiring that a Bridge Development Report (BDR) be submitted to document the decisions made during the design process. For a majority of the private and public bridges WGI designs and administrates during construction, this report is not considered necessary and reflects extra effort that many clients do not feel is beneficial. The BDR is intended to establish all the basic parameters that will affect the work done in the Design and Plans Preparation phase.

In order to comply with the FDOT LAP requirements additional engineering drawings, and criteria tables (some of which are typically done by a Delegated Engineer) are required in the drawing set.

SCOPE OF SERVICES

I. FDOT Comment Response/ Correspondence **$16,540.00**

Due to the FDOT LAP required review, additional correspondence and coordination is necessary between the CLIENT, WGI, Johnson Engineering and FDOT. This Task provides for an equitable adjustment for the additional effort associated with correspondence, responses to FDOT comments, and administrative requirements of the FDOT LAP certification process.

II. FDOT Bridge Development Report and Load Rating Criteria **$15,540.00**

Prepare the required BDR and supporting documentation to comply with the FDOT requirements. This Task consists of providing an engineering narrative and substantiating documentation to address the FDOT Chapter 26 BDR checklist. The BDR will document the selection of bridge girder type and other components of the bridge system. This Task specifically excludes the Bridge Hydraulic Report which is typically a component of the BDR. The Bridge Hydraulic Report is presented in Task III.

III. FDOT Bridge Hydraulic Report **$27,500.00**

Calculate hydrology, hydraulics, deck drainage, scour, and appropriate counter measures in accordance with criteria outlined in Section 5 of the FDOT Drainage Design Guide and Section 4.9 of the FDOT Drainage Manual. Prepare the Bridge Hydraulic Report in accordance with the criteria and provide the information necessary for the Bridge Hydraulics Recommendation Sheet. This sheet, which is included in the construction documents, is to be prepared in accordance with Chapter 250 of the FDOT Design Manual. The Task will provide documentation regarding the appropriate rip-rap stone sizing and canal slope stabilization.

IV. FDOT Additional Design Documents **$40,250.00**

Due to the FDOT LAP requirements, WGI will prepare additional FDOT documentation that consists of inclusion of the FDOT Index drawings into the construction document set, converting the pay application items indicated on the drawings into FDOT comparable pay items, approach slab tables, Florida I beam girder temporary bracing requirements, horizontal and vertical control documents for the MSE wall, MSE wall to abutment additional detailing, and slope protection coordination between SFWMD and FDOT.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to the **City of Clewiston**. Upon acceptance of this proposal, please sign and return an executed copy to this office. Please note that the Agreement Provisions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work. By executing this Proposal, CLIENT expressly agrees to be bound by the Agreement Provisions and the enclosed Fee Schedule. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Agreement Provisions.

Respectfully submitted,
WGI

Brian C. Rheault, PE
Vice President Structural Solutions

CLIENT'S CORPORATE ATTESTATION: If signing this Proposal on behalf of a corporate entity, I hereby affirm that such entity is correctly identified above, and is legally valid, active, and duly licensed and authorized to conduct business in the State of Florida. I also affirm that I am duly authorized and have legal capacity to execute this Proposal and bind the corporate entity.

Corporate Representative:

_____
Name (Printed)

This Proposal accepted this ____ day of _____, 2019

By _____
Name (Signature)
City of Clewiston

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: December 16, 2019

Subject: Approval of Resolution No. 2019-90 and Resolution No. 2019-91 regarding the East Ventura Avenue Road Resurfacing Design Project

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1. **Background/History**:

   A. **Resolution No. 2019-90** – Resolution No. 2019-90 adopts amendments to the budget for FY 2019-2020 as follows:

   General Fund
   Budget Amendment 6 – Florida Department of Transportation (FDOT) Small Community Outreach Program (SCOP) Grant Agreement No. G0X82, Financial Project No. 440377-1-34-01 for funding support for the design of Ventura Ave. from Francisco St. to Deane Duff Ave. (Resolution 2018-09, approved March 19, 2018) - $21,000

   Budget Amendment 7 – Budget Transfer from contingency funds for funding support for the design of Ventura Ave. from Francisco St. to Deane Duff Ave. – Budgeted contingency funds of $42,942

   B. **Resolution No. 2019-91** - Resolution No. 2019-91 approves Johnson Engineering, Inc. Work Order No. 17 for $63,941.36 for the East Ventura Avenue Road Resurfacing Design.

   In July 2019 the City received a SCOP funding award from FDOT for the Fiscal Year 2021. This award will fund the resurfacing of the 0.6 mile segment of East Ventura Avenue that extends from S. Francisco Street to S. Deane Duff Avenue. The project includes shoulder widening and improvement, pavement markings, lighting and signage and is estimated to cost approximately $403,000.

   Johnson Engineering's Work Order No. 17 will provide the design services included in FDOT Grant Agreement No. G0X82, and allow for the City to be prepared to enter into a grant agreement for the FDOT SCOP funding awarded in July 2019.

2. **Financial Impact**: $63,941 (FDOT SCOP funding of $21,000 and $42,942 from budgeted contingency)

3. **Attachments:**
   a. Resolution No. 2019-90
   b. Resolution No. 2019-91

c. Johnson Engineering Work Order No. 17

4. Actions/Options/Recommendations:

A. Recommended motion is to approve Resolution No. 2019-90

B. Recommended motion is to approve Resolution No. 2019-91.

RESOLUTION NO. 2019-90

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

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

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

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

General Fund 001

Amendment 6) **Florida Department of Transportation Small Community Outreach Program Grant Agreement No. G0X82, Financial Project No. 440377-1-34-01 for funding support for the design of Ventura Ave. from Francisco St. to Deane Duff Ave.**

$21,000

Amendment 7) **Budget Transfer – use of budgeted contingency for funding support for the design of Ventura Ave. from Francisco St. to Dean Duff Ave.**

$42,942

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

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

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

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

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

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

PASSED AND ADOPTED in open session this 16th day of December, 2019.

ATTEST: **CITY OF CLEWISTON, FLORIDA**

_____ _____

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

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

City of Clewiston **BUDGET AMENDMENT - 6** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001		334103		FDOT - Technical Services	0	21,000	21,000
001	7073	531201		E. Ventura Project - Engineering	0	21,000	21,000
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					0	42,000	42,000

Comments: Florida Department of Transportation Small Community Outreach Program Grant Agreement No. G0X82, Financial Project No. 440377-1-34-01 for funding support for the design of Ventura Ave. from Francisco St. to Deane Duff Ave. (Resolution No. 2018-09, approved March 19, 2018)

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

City of Clewiston **BUDGET AMENDMENT - 7** **FY 2020**

Transfer Number:

Fund	Org.Unit	Object	Program	Account Name	* Current Budget	Increase-Dr (Decrease-Cr)	* Revised Budget
001	7073	531201		E. Ventura Project - Engineering	21,000	42,942	63,942
001	1020	592000		Contingency Expenses	654,385	(42,942)	611,443
							0
							0
							0
							0
							0
							0
*Use when Increasing or Decreasing **Budget** for entire Department.					675,385	0	675,385

Comments: BUDGET TRANSFER - use of budgeted contingency for funding support for the design of Ventura Ave. from Francisco St. to Deane Duff Ave.

Department Head Requesting Amendment Date

Finance Approval Date

City Manager Approval Date

Posted Finance Date

RESOLUTION NO. 2019-91

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING WORK ORDER NO. 17 OF THE CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CLEWISTON AND JOHNSON ENGINEERING, INC. FOR THE EAST VENTURA AVENUE ROAD RESURFACING DESIGN PROJECT.

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

WHEREAS, the City of Clewiston is in need of engineering design and associated services for the preparation of roadway resurfacing and rehabilitation plans for East Ventura Avenue from Deane Duff Avenue to South Francisco Street.

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

SECTION 1. The attached Continuing Agreement for Professional Services Work Order No. 17 is approved and the Mayor is authorized and directed to execute the Work Order on behalf of the City.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Mali Gardner, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

CITY OF CLEWISTON
CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES
WORK ORDER NO.: 1 7

CONTRACT/PROJECT NAME: **EAST VENTURA AVENUE ROAD RESURFACING DESIGN**

CONSULTANT: **JOHNSON ENGINEERING, INC.**

PROJECT NO.:

In accordance with the Agreement between the City of Clewiston and Johnson Engineering, Inc. for providing engineering services dated May 23, 2018.

REQUESTED BY: **CITY OF CLEWISTON COMMISSIONERS**

DATE OF REQUEST: November 17, 2019

Upon the completion and execution of this Work Order by both parties the Consultant is authorized to and shall proceed with the following:

EXHIBIT "STA-A": SCOPE OF PROFESSIONAL SERVICE:
Which is attached hereto and is made a part of this Work Order.

EXHIBIT "STA-B": COMPENSATION & METHOD OF PAYMENT:
Which is attached hereto and is made a part of this Work Order.

RECOMMENDED APPROVAL:	ACCEPTED:	CITY OF CLEWISTON
By:_____	By:	By:_____
Randy Martin	Kevin M. Winter	Mali Gardner
City Manager	Chairman	Mayor
Date: _____	Date: 12-9-19	Date: _____

Exhibit A

Exhibit A consisting of four (4) pages referred to in the Continuing Agreement for Professional Services between OWNER and CONSULTANT for professional services dated May 23, 2018.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

CITY = OWNER

Initial:
OWNER_____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

For: East Ventura Avenue Road Resurfacing Design

This scope of services provides for the engineering design and associated services required for the preparation of roadway resurfacing and rehabilitation plans for East Ventura Avenue from Deane Duff Avenue to South Francisco Street (approximately 0.6 miles).

GENERAL

CONSULTANT shall provide and perform the following professional services, which shall constitute the General Scope of Basic Services under the covenants, terms, and provisions of the Professional Services Agreement.

CONSULTANT shall evaluate existing conditions and remediation alternatives, prepare construction plans and specifications, cost estimates, bid documents, and provide post design services as detailed herein, for the following improvements:

> The intent of this project is to provide pavement rehabilitation for the existing roadway including associated drainage improvements, signing and pavement marking, and roadside safety improvements.

CONSULTANT and CITY agree to the following project assumptions/conditions:

> While this work may fall under the exemption requirements of the South Florida Water Management District (SFWMD), permitting is anticipated to provide water quality improvements for the road. The permitting will include assisting with an application and responding to two requests for additional information (RAIs). If there are more than two RAIs, response to them will be considered an additional expense to be negotiated at that time.
>
> CONSULTANT may utilize sub-consultants in performance of the work described herein. Sub-consultants are anticipated for structural evaluation/design and geotechnical evaluation as necessary.
>
> Subsurface Utility Exploration (SUE) is not included in this contract. SUE may be provided; however, it will be considered an additional expense to be negotiated at that time.
>
> Construction Engineering Inspection is not included in this contract.
>
> Lighting design is not included in this contract. Lighting design may be provided; however, it will be considered an additional expense to be negotiated at that time.

TASKS

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

Task Index

1.0 Survey
2.0 General Design
3.0 Post-Design Services
4.0 Geotechnical

TASK 1.0 SURVEY

Survey work shall be performed under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida and shall be accomplished in general accordance with the Florida Department of Transportation (FDOT) procedures. CONSULTANT shall perform the following survey services in support of the roadway design:

Task 1.1 CONSULTANT shall establish horizontal and vertical control points at approximately 500' intervals through the project limits.

Task 1.2 The horizontal data for this project will be in feet and shall be projected on the Florida State Plane Coordinate System, East Zone, NAD83(2011). The basis for the horizontal control will be published National Geodetic Survey control monumentation.

Task 1.3 The vertical data for this project will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88). The basis for the vertical control will be published National Geodetic Survey control monumentation.

Task 1.4 CONSULTANT shall provide cross-sections of the roadway at 100' intervals, extending to the limits of the occupied and maintained right-of-way.

Task 1.5 CONSULTANT shall collect data for existing visible above ground improvements and utilities within the right-of-way including, but not limited to, street signs, electric services, telephone service, driveways, fences, etc.

Task 1.6 CONSULTANT shall collect data for culverts, cross drains, and drainage structures within the occupied and maintained right-of-way.

Task 1.7 CONSULTANT shall collect detailed topographic data at street intersections, stream crossings, ditches, and other conveyances. This shall include additional cross-sections, inverts, headwalls, culvert size, drainage structures, cross culverts, etc.

TASK 2.0 GENERAL DESIGN

CONSULTANT shall perform the general tasks necessary for the proper performance of the project. These tasks are not explicitly detailed in the other tasks of this scope and include, but are not limited to, general coordination and meetings, contract maintenance, providing progress updates, and attendance at public meetings.

CONSULTANT shall perform necessary design services in accordance with guidelines established in the Florida Department of Transportation (FDOT) Manual of Uniform Minimum Standards (MUMS aka "Florida Greenbook") and if applicable the AASHTO Guidelines for Geometric Design of Low-Volume Roads. Any deviations from the Greenbook or AASHTO Guidelines shall require concurrence and approval from CITY as the owning, operating, and maintaining entity. CONSULTANT shall perform the following roadway analysis and design services:

Task 2.1 CONSULTANT shall perform general roadway analysis and design services in support of the roadway plan production. Such services may include, but are not limited to, evaluation of drainage impacts, roadside safety issues, roadside safety treatments, conflicts with other existing features and facilities, and determination of the corresponding accommodations. The evaluation of drainage impacts will include permitting through South Florida Water Management District for treatment facilities with up to two requests for additional information.

Task 2.2 CONSULTANT shall perform a pavement analysis including evaluation of the existing pavement condition and determination of proposed pavement section in accordance with the FDOT Flexible Pavement Design Manual. CONSULTANT shall also evaluate deficient areas within the existing roadway to determine if and where remedial actions are necessary and provide recommendations to CITY.

Task 2.3 CONSULTANT shall prepare an opinion of probable cost (OPC) to be submitted to the CITY at the 60%, 90%, and 100% submittal stages. The OPC shall be based on calculated plan quantities and the best available unit cost data. Unit cost data may be taken from recent local construction bids and/or the FDOT unit cost history.

Task 2.4 CONSULTANT shall prepare the final bid documents and specifications associated with the project. The document will be reviewed by both the CITY and FDOT.

CONSULTANT shall prepare construction plans and specifications for the proposed improvements in general accordance with the FDOT Standard Specifications, FDOT Design Manual (FDM), FDOT Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD).

The final construction plans may include, but are not limited to, the following plan sheets:

- Key sheet
- Summary of pay items
- Typical sections
- General notes/pay item notes
- Summary of quantities
- Drainage/miscellaneous details (as necessary)
- Summary of drainage structures
- Project layout
- Plan sheets (including erosion control and Signing and Pavement Marking)
- Drainage structure cross sections
- Cross sections (as necessary)
- Erosion control plan

Plans included in the various plan submittals shall be in general accordance with the FDM for the Phase II, Phase III, and Phase IV (60%, 90%, and 100%) submittals. Plan submittals will be made at these stages for review and comment by the CITY and FDOT. For Phase II, Phase III, and Phase IV plan submittals, the deliverables shall include:

- Five (3) sets of 11"x17" plans
- One .pdf file of the plans provided on a CD

CONSULTANT shall identify and coordinate with utility agency owners (UAO) as it pertains to the proposed roadway improvement impacts on existing utilities. Roadway construction plans will be distributed to the UAO's at the 60%, 90%, and 100% design phases. CONSULTANT shall review the UAO's proposed relocation plans for general conformance and compatibility with the proposed roadway improvements. This scope does not include any utility design or construction plan production; that remains the responsibility of the various UAO's.

TASK 3.0 POST-DESIGN SERVICES

CONSULTANT shall provide assistance during bidding and construction phases of the project. Assistance during bidding shall include assistance in bid package preparation, attendance at pre-bid meeting, and contractor bid evaluation as necessary. Assistance during construction shall include attendance at the pre-construction meeting, attendance at regular progress meetings as necessary, review of submittals and shop drawings, and providing plan interpretations and clarifications.

CONSULTANT shall also prepare Record Drawings based upon mark-ups and as-built survey information provided by the contractor.

Construction Engineering and Inspection services are not included as part of this scope of service.

SUB-CONSULTANT SERVICES:

TASK 4.0 GEOTECHNICAL

Geotechnical services in support of the roadway design shall be provided by a sub-consultant as-needed. Services provided shall be as described in Attachment 1 to this Exhibit A.

Exhibit B

Exhibit B consisting of three (3) pages referred to in the Continuing Agreement for Professional Services between OWNER and CONSULTANT for professional services dated May 23, 2018.

CITY = OWNER

Initial:
OWNER_____
CONSULTANT _____

COMPENSATION

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Not-To-Exceed (NTE): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Not-To-Exceed compensation established and agreed to.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT	FEE TYPE (LS;NTE)
1	Survey	$14,350	LS
2	General Design	$37,220	LS
3	Post-Design Services	$ 4,680	NTE
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		**$56,250.00**	**LS; NTE**

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the CITY shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT	FEE TYPE (LS)
4	GEOTECHNICAL (TIERRA INC.)	$7,441.36	LS
	TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	**$7,441.36**	**LS**

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANT SERVICES:	**$63,941.36**	**LS; NTE**

Exhibit "B" (continued)

SCHEDULE OF PERFORMANCE

The anticipated schedule is as follows:

TASKS	ITEM	TO BE COMPLETED BY (DAYS) FROM NOTICE TO PROCEED
1	Survey	30 days
2	General Design	150 days
3	Post-Design Services	To be determined
4	Geotechnical (Tierra Inc.)	60 days

Number of days to be completed is based on approval of this Work Order No. 17 at the December 16, 2019 City Commission meeting and Notice to Proceed being received the following day, December 17, 2019.

Schedule assumes 14-day turn-around on FDOT and City reviews

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT NO. 7
Commission Meeting Date: December 16, 2019

Subject: Resolution No. 2019-92

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1. **Background/History**: Resolution No. 2019-92 authorizes the renewal of the Irrevocable Standby Letter of Credit from First Bank in the amount of $28,236 for two one-year periods pending the City Attorney's review of the letter of credit renewal documents. The letter of credit guarantees the Community Aesthetic Feature Agreement between the City and FDOT and secures the City's obligation to restore the right-of-way in the event the Local Identification Marker ("Welcome to Clewiston" sign) is removed. The cost for the renewal is $500 ($250 per year).

2. **Financial Impact**: $500 ($250 per year renewable on an annual basis)

3. **Attachments:**
   a. Resolution No. 2019-92

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2019-92.

RESOLUTION NO. 2019-92

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE RENEWAL OF A LETTER OF CREDIT FROM FIRST BANK OF CLEWISTON IN THE AMOUNT OF $28,236 FOR TWO ONE-YEAR PERIODS TO GUARANTEE THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORATION FOR COMMUNITY AESTHETIC FEATURES.

WHEREAS, the City of Clewiston, Florida ("City"), entered into an agreement with the Florida Department of Transportation ("FDOT") for placement of a Local Identification Marker at the entrance to the City; and

WHEREAS, the agreement with FDOT requires the City to secure its obligation to restore the right-of-way in the event the Marker is removed, the cost of which is estimated to be $28,236; and

WHEREAS, the City previously purchased a Letter of Credit from First Bank; and

WHEREAS, it is now necessary to renew the letter of credit as required by the Community Aesthetic Feature Agreement between the City and FDOT.

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

SECTION 1. The City Manager is authorized and directed to arrange for the renewal of the Letter of Credit from First Bank for two one-year periods.

SECTION 2. The Vice Mayor is authorized and directed to sign documentation for the Letter of Credit Renewal pending the City Attorney's review of the renewal documents.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 16th day of December, 2019.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

Michael Atkinson, Vice Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Gary M. Brandenburg, City Attorney

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT NO. 8
Commission Meeting Date: December 16, 2019

Subject: Acceptance of Proposals and Approval of Contracts for 2020 Grounds Maintenance Contracts for Areas A and B

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1. **Background/History**: A Request for Bids was advertised in the Lake Okeechobee News on November 27, 2019 for grounds maintenance services. Bids were received and opened on December 11, 2019. Bids ranged from $52,800 to $59,775 for Area A; $47,775 to $66,000 for Area B; and $104,775 to $120,000 for Areas A and B combined. Public Works Director Sean Scheffler will have a recommendation at the meeting.

   Resolutions No. 2019-93 and 2019-94 accepting the proposals and approving the 2020 Grounds Maintenance Contracts will be provided at the meeting.

2. **Financial Impact**: $100,575 to $125,775 (pending staff recommendation)

3. **Attachments:**
   a. Bid Tabulation
   b. 2020 Grounds Maintenance Contract (Area A)
   c. 2020 Grounds Maintenance Contract (Area B)
   d. Affidavit of Publication

4. **Actions/Options/Recommendations:**
   A. Recommended motion is to approve Resolution No. 2019-93.
   B. Recommended motion is to approve Resolution No. 2019-94.

CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

TABULATION

2020 Grounds Maintenance Contract
December 11, 2019 @ 2:00 PM

No.	Bidder	Amount - Area A	Amount - Area B	Amount - Areas A & B	Remarks
1.	IVG Corp.	$59,775	$47,775	$104,775	
2.	Cross Training Ministries, Inc.	$58,500	$61,750	$115,000	
3.	A Leaf Above, Inc.	$52,800	$66,000	$117,000	
4.	Double M Lawn Service, LLC	$57,000	$66,000	$120,000	
5.					
6					
7.					
8.					
9.					
10.					

2020 Grounds Maintenance Contract

Area "A" Locations

By this contract made and entered into by the CITY OF CLEWISTON, FLORIDA, a municipal corporation, whose mailing address is 115 West Ventura Avenue, Clewiston, Florida 33440 (hereinafter referred to as "the City"), and _____, whose mailing address is _____ (hereinafter referred to as "the Contractor"), the City and the Contractor (together hereinafter referred to as "the Parties") mutually agree and set their seals, as follows:

1. Purpose of Agreement

The City has provided a Request for Proposals to contractors and has received sealed bids for complete ground maintenance, including but not limited to, lawn care and landscape maintenance at certain specified locations. The purpose of this agreement is to set forth the terms and conditions for the award of this contact to the Contractor to perform those services in accordance with the TECHNICAL SPECIFICATIONS attached hereto and incorporated as an integral component of this agreement. The services are to be provided on the areas identified as Area "A" which is attached hereto and incorporated as an integral component of this agreement.

2. Initial Annual Term of Agreement

Except as hereafter provided, this agreement shall commence on January 1, 2020, and shall end on December 31, 2020.

3. Renewal of Contract and Subsequent Terms

The contract term, inclusive of all other terms and conditions provided herein, may be extended beyond the Initial Annual Term for up to two (2) additional annual terms, provided the Contractor requests and the City Manager grants in writing an extension for an additional annual term(s). In no event shall the terms and conditions of this agreement last beyond December 31, 2022.

4. Termination of Contract – Without Cause

Either party may terminate the contract at any time without cause by giving a sixty (60) day written notice.

5. Termination of Contract – With Cause

Either party may terminate this contract at any time if there is cause, provided proper notification is given as described in Section 8 below. Cause includes, but is not limited to: nonperformance of any obligation of this contract; breach of a material term of this contract; non-payment of any amount payable under this contract within 30 days of invoice presentation, except for nonperformance; a material violation of law; or the contractor's filing for relief under the Bankruptcy code or seeking the appointment of a receiver or trustee.

6. Obligations of the Contractor

Throughout the term(s) of the agreement, the Contractor shall:

A. Perform all obligations pursuant to this contract limited to obtaining and maintaining in effect all applicable licenses, permits, and Workers' Compensation Insurance as required by law.

B. Maintain throughout the term(s) of the contract a general public liability insurance policy having limits of at least $1,000,000 each Occurrence/$2,000,000 General Aggregate, and property damage insurance of not less than $100,000, which policy or policies must also name the City as co-insured. Contractor must provide the City with a certificate evidencing such insurance within three (3) business days after the execution of this contract, which certificate shall contain a provision that the coverage cannot be canceled without sixty (60) days prior written notice to the City.

C. Provide all of the necessary personnel, equipment, supplies, fuel, and materials to perform all of the maintenance services specified in this contract, and to perform all of those services in a professional, neat, and timely manner.

D. Provide the City with a copy of a detailed listing of all personnel and a detailed inventory of all equipment necessary to demonstrate that the Contractor can adequately perform the contract. The contractor shall specify whether the equipment is currently owned or if the equipment is to be purchased or leased. That listing and inventory are attached hereto and incorporated as an integral component of this agreement.

E. Maintain all equipment used in performing the contract in good working condition and neat in appearance with all safety guards in place.

F. Perform all of the obligations of Contractor pursuant to this agreement to the reasonable satisfaction of the City Manager of the City, or his expressly appointed designee.

G. By the 7th day of each calendar month during the term(s) of the contract deliver to the Public Works Director of the City, or his expressly appointed designee, a statement of the services provided by Contractor during the preceding calendar month.

H. This contract requires 52 weeks of service.

7. Obligations of the City

Throughout the term of the agreement, the City shall:

A. Through its City Manager, or his expressly appointed designee, communicate with contractor any and all unacceptable work or violations of the contract in a verbal or written manner.

B. On or before the 15th day of the month following the month just ended pay to Contractor $_____ for the work performed by Contractor during the month just ended.

8. Public Records

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

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

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

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

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records 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, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

9. Notices

Any notices provided herein shall be deemed validly given when hand delivered or when sent by U.S. Mail to the addresses appearing at the beginning of this contract (or such other address as may be specified by either party to the other by written notice).

10. Miscellaneous

This document contains the entire understanding of the parties concerning the subject matter hereof and shall not be amended, except in writing executed with the same formality as this agreement. This contract shall be interpreted pursuant to Florida law and the venue for any interpretation or enforcement shall be in Hendry County, Florida.

- - - -

2020 GROUNDS MAINTENANCE CONTRACT
TECHNICAL SPECIFICATIONS

1. TURF, LANDSCAPE & GROUNDS MAINTENANCE

A. Mowing - Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any "missed" uncut grass. All mower blades shall be sharp enough to cut, rather than tear, grass blades. All litter and debris shall be removed from turf and planted areas and properly disposed of before mowing to avoid shredding and/or damage to persons or property from flying debris. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs or other facilities. The Government Complex, which includes the City Hall, Utility Building, Firehouse and all parking areas, and Bond Street are to be mowed with a walk behind mower equipped with a grass catcher. Mower is to have no larger than a 30" wide mowing deck.

B. String Trimming – Grass shall be trimmed during or as an immediate operation following mowing. Grass will be trimmed at the same height as adjacent turf is mowed. Particular attention shall be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

C. Edging – Mechanical edging of all turf edges, sidewalks, curbs and parking lots, planted areas and tree rings will be done during or as an immediate operation following mowing. Edging is required with each mowing.

D. Blowing – Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, planted areas and roadway areas on the same day as turf is mowed, trimmed or edged. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent property.

E. General Pruning Operations – Each tree and shrub shall be pruned to preserve the natural character of the plant in the manner fitting its use in the landscape design. All dead, dying, broken and/or diseased plant material shall be removed as needed. Trees are to be trimmed to provide a clearance of no less than 8 feet at all times.

F. Shrub Maintenance – Shrubs must appear orderly and neat at all times. General shrub trimming shall be done once a month.

G. Clipping Removal – The Contractor is to remove all clippings from shrub and trees on the same day as operation occurs.

H. Weed Removal – Definition: A weed is any plant that is not desired in a given location as defined by the existing landscape plan. A weed-free condition describes total weed elimination.

Weeds are to be completely removed from all flowerbeds, tree rings, brick pavers and sidewalk cracks. Entire area under contract shall remain weed-free at all times. The Contractor shall submit all M.S.D.S. on products to be used for weed eradication 48 hours in advance. Weeds may be eliminated manually by hand pulling or by applying a glyphosate-based herbicide

(Round-Up). There shall be no evidence of dead weeds. The Contractor shall supply all chemicals as part of the contract at no additional cost.

I. Safety - Contractor shall adhere to all state and federal DOT regulations for roadway operations, which include but are not limited to the proper signage, the wearing of safety vests and flashing amber lights.

Contractors are responsible for providing all safety gear, equipment and for maintenance personnel.

Contractors are responsible for following all OSHA requirements for safe equipment use and operation when performing any contract services.

J. Litter and Debris Removal – shall apply to ALL areas. Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead vegetation or debris (unauthorized paper signs), etc., deposited or blown onto the sites. Palm fronds and tree limbs shall also be removed and placed at a location approved by the City Manager, or his expressly appointed designee, for collection. Placement of debris in any other location will be a violation of contract specifications.

K. Irrigation Systems - Contractor is responsible for repairing damage to the City's irrigation system caused by their equipment. Contractor is responsible for notifying the Public Works Department of water breaks and/or if a system is not operating properly.

L. For identification purposes, all maintenance vehicles and personnel shall have contractor name and/or logo displayed prominently.

M. Special attention shall be given to all contract areas prior to holidays and/or City sponsored events. Weather conditions and holidays are not valid reasons for failure to complete a required cycle.

N. Contractor shall schedule mowing time so as not to interfere with schedule uses of City property including but not limited to sport team practice, athletic games, parties and special events.

O. NO WORK IS TO BE PERFORMED ON A SUNDAY, UNLESS APPROVED BY THE CITY MANAGER.

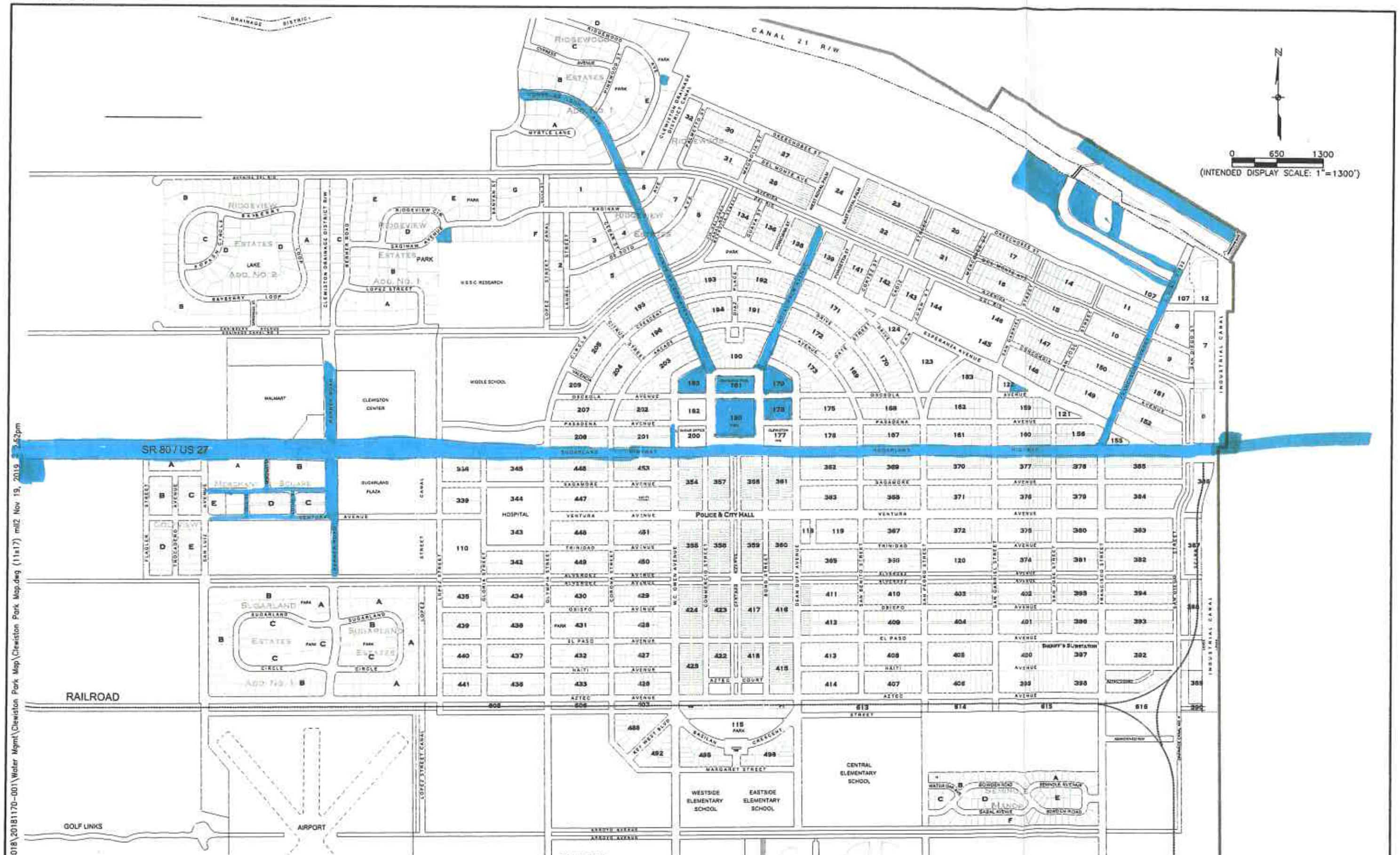
2020 Grounds Maintenance Contract

MAINTENANCE LOCATIONS

Area "A" (MAP ATTACHED)
Refer to the Blue color coded street map.

Location	Description
1. Francisco Street	Hoover Dike Road to US-27
2. Hoover Dike Road	Hoover Dike Road
3. Boat Basin	All areas, around the lagoon down to the water edge
4. Picnic area on Lake Including ramp and parking area.	From guard rail on top to water edge on bottom.
5. Royal Palm Avenue (median only)	Balboa to Avenida Del Rio
6. Ponce De Leon (median only)	Balboa to Banyan
7. W.C. Owen Avenue	Pasadena to US-27
8. Berner Road (ROW & Median)	Alverdez to Wal-Mart entrance
9. City Pool	West Osceola Avenue
10. Youth Center	West Osceola Avenue
11. Library	West Osceola Avenue
12. Civic Park	US-27
13. Festival Grounds	Block 179
14. Festival Grounds	Block 178
15. Playground	Block 183
16. Fenced Area	Block 122
17. Merchant Square (ROW only)	West Ventura & San Luiz
18. Ridgewood Park (Fenced area only)	Ridgewood Avenue
19. Saginaw Park (Fenced area only)	Saginaw & Ridgeview Circle
20. US-27 (ROW & median)	Old US-27 to West City Limits
21. Welcome Signs	US-27 East & West

Area "A"



NOTE: Map linework based on Johnson-Prewitt CAD file dated July 2002.

City of Clewiston
Hendry County, Florida

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
201 BERNER ROAD #3
CLEWISTON, FLORIDA 33440
PHONE: (863) 805-0707
FAX: (239) 334-3661
E.B. #642 & L.B. #642

City Map

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
August 2019	20181170-000	8-43-34	As Shown	1

2020 Grounds Maintenance Contract

Area "B" Locations

By this contract made and entered into by the CITY OF CLEWISTON, FLORIDA, a municipal corporation, whose mailing address is 115 West Ventura Avenue, Clewiston, Florida 33440 (hereinafter referred to as "the City"), and _____ whose mailing address is _____ (hereinafter referred to as "the Contractor"), the City and the Contractor (together hereinafter referred to as "the Parties") mutually agree and set their seals, as follows:

1. Purpose of Agreement

The City has provided a Request for Proposals to contractors and has received sealed bids for complete ground maintenance, including but not limited to, lawn care and landscape maintenance at certain specified locations. The purpose of this agreement is to set forth the terms and conditions for the award of this contact to the Contractor to perform those services in accordance with the TECHNICAL SPECIFICATIONS attached hereto and incorporated as an integral component of this agreement. The services are to be provided on the areas identified as Area "B" which is attached hereto and incorporated as an integral component of this agreement.

2. Initial Annual Term of Agreement

Except as hereafter provided, this agreement shall commence on January 1, 2020, and shall end on December 31, 2020.

3. Renewal of Contract and Subsequent Terms

The contract term, inclusive of all other terms and conditions provided herein, may be extended beyond the Initial Annual Term for up to two (2) additional annual terms, provided the Contractor requests and the City Manager grants in writing an extension for an additional annual term(s). In no event shall the terms and conditions of this agreement last beyond December 31, 2022.

4. Termination of Contract – Without Cause

Either party may terminate the contract at any time without cause by giving a sixty (60) day written notice.

5. Termination of Contract – With Cause

Either party may terminate this contract at any time if there is cause, provided proper notification is given as described in Section 8 below. Cause includes, but is not limited to: nonperformance of any obligation of this contract; breach of a material term of this contract; non-payment of any amount payable under this contract within 30 days of invoice presentation, except for nonperformance; a material violation of law; or the contractor's filing for relief under the Bankruptcy code or seeking the appointment of a receiver or trustee.

6. Obligations of the Contractor

Throughout the term(s) of the agreement, the Contractor shall:

A. Perform all obligations pursuant to this contract limited to obtaining and maintaining in effect all applicable licenses, permits, and Workers' Compensation Insurance as required by law.

B. Maintain throughout the term(s) of the contract a general public liability insurance policy having limits of at least $1,000,000 each Occurrence/$2,000,000 General Aggregate, and property damage insurance of not less than $100,000, which policy or policies must also name the City as co-insured. Contractor must provide the City with a certificate evidencing such insurance within three (3) business days after the execution of this contract, which certificate shall contain a provision that the coverage cannot be canceled without sixty (60) days prior written notice to the City.

C. Provide all of the necessary personnel, equipment, supplies, fuel, and materials to perform all of the maintenance services specified in this contract, and to perform all of those services in a professional, neat, and timely manner.

D. Provide the City with a copy of a detailed listing of all personnel and a detailed inventory of all equipment necessary to demonstrate that the Contractor can adequately perform the contract. The contractor shall specify whether the equipment is currently owned or if the equipment is to be purchased or leased. That listing and inventory are attached hereto and incorporated as an integral component of this agreement.

E. Maintain all equipment used in performing the contract in good working condition and neat in appearance with all safety guards in place.

F. Perform all of the obligations of Contractor pursuant to this agreement to the reasonable satisfaction of the City Manager of the City, or his expressly appointed designee.

G. By the 7th day of each calendar month during the term(s) of the contract deliver to the Public Works Director of the City, or his expressly appointed designee, a statement of the services provided by Contractor during the preceding calendar month.

H. This contract requires 52 weeks of service.

7. Obligations of the City

Throughout the term of the agreement, the City shall:

A. Through its City Manager, or his expressly appointed designee, communicate with contractor any and all unacceptable work or violations of the contract in a verbal or written manner.

B. On or before the 15th day of the month following the month just ended pay to Contractor $_____ for the work performed by Contractor during the month just ended.

8. Public Records

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

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

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

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

D. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records 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, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

9. Notices

Any notices provided herein shall be deemed validly given when hand delivered or when sent by U.S. Mail to the addresses appearing at the beginning of this contract (or such other address as may be specified by either party to the other by written notice).

10. Miscellaneous

This document contains the entire understanding of the parties concerning the subject matter hereof and shall not be amended, except in writing executed with the same formality as this agreement. This contract shall be interpreted pursuant to Florida law and the venue for any interpretation or enforcement shall be in Hendry County, Florida.

- - - -

IN WITNESS WHEREOF, the parties have signed this agreement or caused their duly authorized officers to affix their hands and seals on the day and year indicated herewith.

CITY OF CLEWISTON

ATTEST:

By: _____

Mali Gardner, Mayor Date

_____

Mary K. Combass, Interim City Clerk

(Seal)

_____

(Name of Contractor)

By: _____

(Signature) Date

_____

(Printed name and title)

2020 GROUNDS MAINTENANCE CONTRACT
TECHNICAL SPECIFICATIONS

1. TURF, LANDSCAPE & GROUNDS MAINTENANCE

A. Mowing - Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any "missed" uncut grass. All mower blades shall be sharp enough to cut, rather than tear, grass blades. All litter and debris shall be removed from turf and planted areas and properly disposed of before mowing to avoid shredding and/or damage to persons or property from flying debris. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs or other facilities. The Government Complex, which includes the City Hall, Utility Building, Firehouse and all parking areas, and Bond Street are to be mowed with a walk behind mower equipped with a grass catcher. Mower is to have no larger than a 30" wide mowing deck.

B. String Trimming – Grass shall be trimmed during or as an immediate operation following mowing. Grass will be trimmed at the same height as adjacent turf is mowed. Particular attention shall be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

C. Edging – Mechanical edging of all turf edges, sidewalks, curbs and parking lots, planted areas and tree rings will be done during or as an immediate operation following mowing. Edging is required with each mowing.

D. Blowing – Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, planted areas and roadway areas on the same day as turf is mowed, trimmed or edged. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent property.

E. General Pruning Operations – Each tree and shrub shall be pruned to preserve the natural character of the plant in the manner fitting its use in the landscape design. All dead, dying, broken and/or diseased plant material shall be removed as needed. Trees are to be trimmed to provide a clearance of no less than 8 feet at all times.

F. Shrub Maintenance – Shrubs must appear orderly and neat at all times. General shrub trimming shall be done once a month.

G. Clipping Removal – The Contractor is to remove all clippings from shrub and trees on the same day as operation occurs.

H. Weed Removal – Definition: A weed is any plant that is not desired in a given location as defined by the existing landscape plan. A weed-free condition describes total weed elimination.

Weeds are to be completely removed from all flowerbeds, tree rings, brick pavers and sidewalk cracks. Entire area under contract shall remain weed-free at all times. The Contractor shall submit all M.S.D.S. on products to be used for weed eradication 48 hours in advance. Weeds may be eliminated manually by hand pulling or by applying a glyphosate-based herbicide

(Round-Up). There shall be no evidence of dead weeds. The Contractor shall supply all chemicals as part of the contract at no additional cost.

I. Safety - Contractor shall adhere to all state and federal DOT regulations for roadway operations, which include but are not limited to the proper signage, the wearing of safety vests and flashing amber lights.

Contractors are responsible for providing all safety gear, equipment and for maintenance personnel.

Contractors are responsible for following all OSHA requirements for safe equipment use and operation when performing any contract services.

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K. Irrigation Systems - Contractor is responsible for repairing damage to the City's irrigation system caused by their equipment. Contractor is responsible for notifying the Public Works Department of water breaks and/or if a system is not operating properly.

L. For identification purposes, all maintenance vehicles and personnel shall have contractor name and/or logo displayed prominently.

M. Special attention shall be given to all contract areas prior to holidays and/or City sponsored events. Weather conditions and holidays are not valid reasons for failure to complete a required cycle.

N. Contractor shall schedule mowing time so as not to interfere with schedule uses of City property including but not limited to sport team practice, athletic games, parties and special events.

O. NO WORK IS TO BE PERFORMED ON A SUNDAY, UNLESS APPROVED BY THE CITY MANAGER.

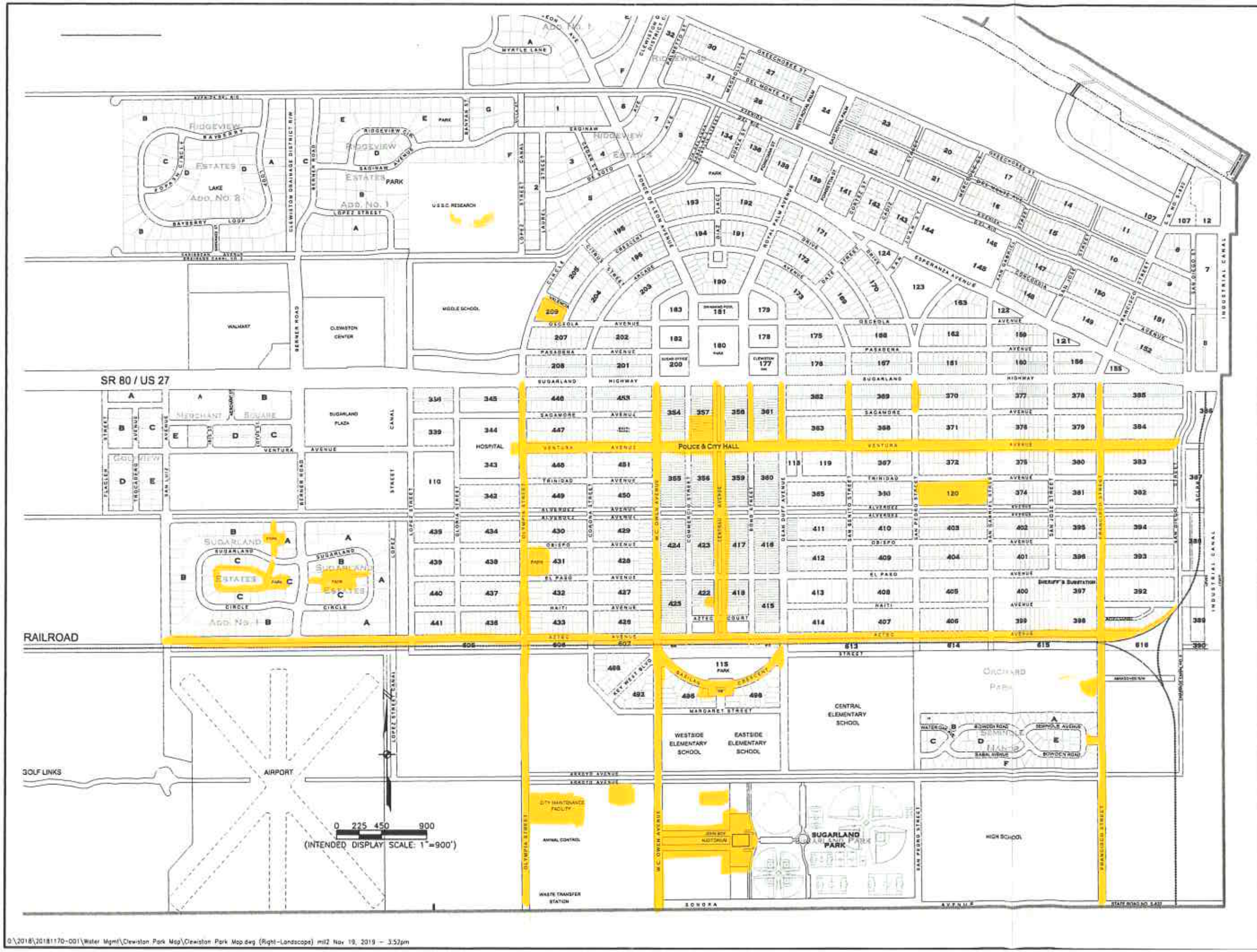
2020 Grounds Maintenance Contract

MAINTENANCE LOCATIONS

Area "B" (MAP ATTACHED)
Refer to the Yellow color coded street map.

Location	Description
1. South San Pedro St.	US27 to Sagamore
2. South Francisco St.	US27 to Sonora
3. Bond St.	US27 to Ventura
4. Central Ave. (ROW & Median)	US27 to Aztec
5. W.C. Owen Ave.	US27 to Sonora
6. Ventura Ave.	Olympia to San Diego
7. Basilan Crescent and lot	W.C. Owen to Deane Duff
8. Deane Duff	US27 to Ventura
9. San Benito	US27 to Ventura
10. CPAC Building	Central Ave.
11. John Boy Auditorium	South W.C. Owen
12. Senior Citizen Building	Sugarland Park
13. P.W. Operations Building	1300 S. Olympia
14. Animal Control	1300 S. Olympia
15. Government Complex	Ventura Ave. (City Hall, Utilities Building, Community Development, Old Police Department, including all ROW and parking areas)
16. Sikes Park	Circle Dr. and Valencia (Block 209)
17. Candy Cane Park	Olympia and Obispo
18. Trinidad Park	Trinidad and San Pedro (Block 120)
19. Green spaces	Sugarland Estates west
20. Hidden Park	Sugarland Estates east
21. Olympia Street	US27 to Sonora
22. Aztec Avenue	San Luiz to San Diego
23. Entrance to Orchard Park	Entrance to Orchard Park
24. Entrance to Seminole Manor	Entrance to Seminole Manor

Area "B"



JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
201 BERNER ROAD #3
CLEWISTON, FLORIDA 33440
PHONE: (863) 805-0707
FAX: (239) 334-3881
E.B. #642 & L.B. #642

####

City of Clewiston
Hendry County, Florida

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	August 2019
PROJECT NO.	20181170-001
FILE NO.	## ## ##
SCALE:	As Shown

City Map

SHEET NUMBER

1

O:\2018\20181170-001\Water Mgmt\Clewiston Park Map\Clewiston Park Map.dwg (Right-Landscape) mil2 Nov 19, 2019 - 3:52pm

INDEPENDENT NEWSMEDIA INC. USA

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

STATE OF FLORIDA
COUNTY OF HENDRY

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

in the matter of Request For Bids

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

11/27/2019

Affiant further says that the said Lake Okeechobee News is a newspaper published in said Hendry County, Florida, and that said newspaper has heretofore been published continuously in said Hendry County, Florida each week and has been entered as second class mail matter at the post office in Clewiston, in said Hendry County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Katrina Elsken

Sworn to and subscribed before me this 27th day of November 2019 AD

Notary Public, State of Florida at Large

Angie Bridges

ANGIE BRIDGES
MY COMMISSION # FF 978149
EXPIRES: April 20, 2020
Bonded Thru Notary Public Underwriters

City of Clewiston
Request for Bids
2020 Grounds Maintenance Contract

The City of Clewiston will receive sealed bids until 2:00 p.m., local time, Wednesday, December 11, 2019, at Clewiston City Hall, I/C/O City Clerk Kathy Combess, 115 West Ventura Avenue, Clewiston, FL 33440; telephone number (863) 983-1494 at which time and place the bids will be opened and read aloud. Bids should be clearly marked "**2020 GROUNDS MAINTENANCE CONTRACT**".

The work consists of mowing and other grounds maintenance services on City rights of ways, medians, parks, and other locales. The term of the contract is 1 year; however, with satisfactory work and a letter of request from the Contractor, the City Manager may extend the contract up to 2 additional terms. A mandatory pre-bid meeting will be held at 2:00 pm on Wednesday, December 4, 2019 at City Hall, 115 West Ventura Avenue, Clewiston, FL 33440 for the purpose of answering any questions bidders may have.

The bid packets (inclusive of the Bid Form, the Draft Contract, the listing of Maintenance Locations, a color-coded map of the Maintenance Locations, and the Technical Specifications for the work to be performed) may be obtained at City Hall. The Bid Form must be filled out completely and submitted along with your proof of Local Business Tax Receipt, Liability Insurance and Workers Compensation Insurance. No responsibility shall be attached to any officers for the premature opening of a bid not properly addressed and identified.

A decision by the City Commission will be made on Monday, December 16, 2019 during the regularly scheduled meeting at 5:00 pm. The City of Clewiston reserves the right to hold all bids for 45 days and to reject any and all bids, with or without cause, to waive technical errors and informalities, or to accept the bid that in its judgment best serves the City of Clewiston.

City of Clewiston
Mary K. Combess, City Clerk
376688 LO 11/27/2019

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 9
Commission Meeting Date: December 16, 2019

Subject: Approval of Change Order No. 1 and Final Payment to Florida Design Drilling Corp. for the emergency repair of the City's water system

---

1. **Background/History**:

   A. **Resolution No. 2019-95** – Resolution No. 2019-95 approves Florida Design Drilling Corp. Change Order No. 01 for the emergency repair of the City's water system as approved by the Commission on February 4, 2019 (Resolution No. 2019-06).

   In May of 2018, as City Charter Sec. 6.06 authorizes, the City Manager approved an emergency repair of the City's water system. The Commission ratified this project on February 4, 2019 (Resolution 2019-06). The last portion of the project calls for the replacement of the second of two initially installed pumps with a refurbished pump. With the contractor's agreement, City staff opted to wait a period of time to monitor the second pump installation in order to determine whether to move forward with installing the refurbished pump. Presently, staff has determined not to move forward with the replacement, and to utilize the refurbished pump as the spare. Change Order 1 represents a deduction of the expense of the second refurbished pump installation from the project cost.

   B. **Resolution No. 2019-96** - Resolution No. 2019-96 approves the final payment to Florida Design Drilling Corp. for the emergency repair of the city's water system, pending a final release from Florida Design Drilling Corp.

2. **Financial Impact**: $14,350.40 – FY 2020 is not impacted ($7,000 – FY 18 and $7,350.40 – FY 19)

3. **Attachments:**
   a. Resolution No. 2019-95
   b. Change Order No. 1
   c. Resolution No. 2019-96
   d. Florida Design Drilling Corp. – Final Pay Request

4. **Actions/Options/Recommendations:**
   A. Recommended motion is to approve Resolution No. 2019-95
   B. Recommended motion is to approve Resolution No. 2019-96

RESOLUTION NO. 2019-95

A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 IN THE AMOUNT OF $21,495.97 FOR THE EMERGENCY REPAIR OF THE CITY'S WATER SYSTEM.

WHEREAS, the City of Clewiston City Manager approved an emergency repair of the City's water system in May of 2018; and

WHEREAS, the City Commission ratified the project on February 4, 2019 (Resolution No. 2019-06); and

WHEREAS, City staff determined not to move forward with the installation of the second refurbished well pump and motor; and

WHEREAS, Change Order No. 1 is needed to allow for a project cost reduction for anticipated work that was not required, thereby reducing the total project cost by $21,495.97.

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

SECTION 1. The attached Change Order No. 1 in the amount of $21,495.97 is approved.

SECTION 2. The Mayor is hereby authorized and directed to sign Change Order No. 1 on behalf of the City.

PASSED AND ADOPTED in open session this 16th day of December, 2019.

ATTEST: **CITY OF CLEWISTON, FLORIDA**

_____ _____

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

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

CHANGE ORDER

No. 1

DATE OF ISSUANCE **December 12, 2019** EFFECTIVE DATE **December 12, 2019**

OWNER **City of Clewiston**
CONTRACTOR **Florida Design Drilling Corporation (FDDC)**
Contract: **Emergency Repairs**
Project: **Reverse Osmosis Membrane Cleaning Improvements**
OWNER's Contract No. **Emergency Repairs** ENGINEER's Contract No. _____
ENGINEER **McCafferty Brinson Consulting, LLC (MBC)**

You are directed to make the following changes in the Contract Documents:
Description:
Delete from the scope of the contract the installation of the second refurbished well pump and motor, as described in the attached email dated December 10, 2019.

Reason for Change Order:
Owner elected to keep the temporary pump installed in the well and retain the refurbished pump and motor as a shelf spare.

Attachments: (List documents supporting change)

1. **Email from Mike Black (FDDC) to Frank Brinson (MBC) describing change in the Work (December 10, 2019, one page)**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price **$165,000.00**	Original Contract Times: Substantial Completion: **Not Applicable** Ready for final payment: **Not Applicable** (days or dates)
Net Increase (Decrease) from previous Change Orders No. 0 to 0: **$0**	Net change from previous Change Orders No. __ to __: Substantial Completion: Ready for final payment: (days)
Contract Price prior to this Change Order: **$165,000.00**	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: (days or dates)
Net ~~increase~~ decrease of this Change Order: **$21,495.97**	Net increase ~~(decrease)~~ this Change Order: Substantial Completion: Ready for final payment: (days)
Contract Price with all approved Change Orders: **$143,504.03**	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: (days or dates)

RECOMMENDED:	APPROVED:	ACCEPTED:
By: Frank A. Brinson, P.E. 2019.12.12 14:17:15 -05'00'	By: _____	By: _____
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: December 12, 2019	Date: _____	Date: _____

EJCDC 1910-8-B (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Frank Brinson

From: Mike Black <mike@fldrilling.com>
Sent: Tuesday, December 10, 2019 3:20 PM
To: Shari Howell; Jeffrey Holst; fbrinson@mccaffertybrinson.com; Danny Williams
Cc: Paula Villafane Williams; Dan Ringdahl; Noah Ringdahl
Subject: Re: Clewiston - Final Pay App (Retainage)
Attachments: Pay App 03 Clewiston Final (Retainage).xls

Good afternoon Frank,

I am writing you in regards to the deductive change order that is necessary for Clewiston to provide in order to close out this project.

As part of this project, Clewiston purchased and had us install two temporary pumps/motors while the permanent pumps were being refurbished and the new permanent motors were being ordered. The temporary pumps/motors were decided on in order to get the facility up and running asap because it takes several months for the permanent pumps/motors.

The temporary pumps and motors went into service and to our knowledge are working fine. Once the refurbished permanent pumps and new motors arrived, Clewiston opted to have us install one of the units into a well and simply deliver the other unit to the WTP. This was in March 2019. We left the project open for several months in case Clewiston opted for us to install the final pumping unit. Clewiston has not indicated they wanted to move forward with that, which is completely understood. Therefore that effort was not billed as reflected on Line Item 4 of the attached (Final) pay app. Therefore as part of the effort to bill final retainage we are requesting a final deductive change order in the amount of $21,495.97 to reflect the work not performed.

Please let me know if you need any additional information.

Kind Regards,

Mike Black
Senior Vice President
561-371-9985

Florida Design Drilling Corporation
7733 Hooper Road
West Palm Beach, FL 33411
mike@fldrilling.com
www.fldrilling.com

From: Mike Black <mike@fldrilling.com>
Date: Tuesday, December 10, 2019 at 3:01 PM
To: Shari Howell <shari.howell@clewiston-fl.gov>, Jeffrey Holst <jeff@fldrilling.com>, Danny Williams <danny.williams@clewiston-fl.gov>

RESOLUTION NO. 2019-96

A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, APPROVING FINAL PAYMENT IN THE AMOUNT OF $14,350.39 TO FLORIDA DESIGN DRILLING CORP. FOR EMERGENCY REPAIRS TO THE CITY'S WATER SYSTEM.

WHEREAS, the City of Clewiston City Manager approved an emergency repair of the City's water system in May of 2018; and

WHEREAS, the City Commission ratified the project on February 4, 2019 (Resolution No. 2019-06); and

WHEREAS, Florida Design Drilling Corp. has completed the emergency repair, totaling $143,504.03, and is requesting final payment in the amount of $14,350.39.

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

SECTION 1. The attached Application and Certification for Payment for final payment in the amount of $14,350.39 for the emergency repairs to the City's water system is approved contingent upon receipt of contractor's final release of lien.

PASSED AND ADOPTED in open session this 16th day of December, 2019.

ATTEST: **CITY OF CLEWISTON, FLORIDA**

_____ _____

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

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Gary M. Brandenburg, City Attorney

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER City of Clewiston Utilities
Danny Williams

PROJECT: Emergency Repairs

APPLICATION NO 03 Retainage

PERIOD FROM: 3/26/2019
PERIOD TO: 9/30/2019

Distribution to:
- [ ] OWNER
- [ ] ENGINEER
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411

VIA ENGINEER: NA

CONTRACT NO.: Emergency Repairs
PURCHASE ORDER NO.: Emergency Repairs

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 165,000.00
2. Net change by Change Orders		$ (21,495.97)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 143,504.03
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 143,504.03
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	$0.00	
b. 0% of Stored Material (Column F on G703)	Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 143,504.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 129,153.64
8. CURRENT PAYMENT DUE		$ 14,350.39
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		($21,495.97)
TOTALS	$0.00	($21,495.97)
NET CHANGES by Change Order	($21,495.97)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Michael Black Date: Monday, September 30, 2019
Michael Black - Vice President

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 14,350.39

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Frank A. Brinson, P.E.
By: 2019.12.12 14:19:31 -05'00' Date: December 12, 2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 9/30/2019
PERIOD TO: 9/30/2019
ENGINEER'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	Qty	Unit	Unit Price	Value	Units Installed Prior Period	Previous Work Completed	Units Installed This Period	Work Completed This Period	Materials Stored Not In C or D	Units Comp. & Stored To Date	Completed & Stored To Date	Percent Complete	Balance To Complete
	PART A - COMMON ITEMS													
1	Mobilization/Kill Well/Remove Head, Column and Pump, Pump Assessment and Provide Quote for Repair of non-operating well	2	Ea.	$12,500.00	$25,000.00	2.00	$ 25,000.00	0.00	$0.00		2.00	$ 25,000.00	100%	$ -
2	Repair of Column Piping and Reinstallation	2	Ea.	$5,000.00	$10,000.00	2.00	$ 10,000.00	0.00	$0.00		2.00	$ 10,000.00	100%	$ -
3	Provide New Temporary pump/motor with installation and Disinfection of well to place back into service until Permanent Pump/Motor is ready	2	Ea.	$17,500.00	$35,000.00	2.00	$ 35,000.00	0.00	$0.00		2.00	$ 35,000.00	100%	$ -
4	Provide New Permanent well motor/ refurbishment of Permanent Pump with installation and disinfection of well to place back into service	2	Ea.	$47,500.00	$95,000.00	1.55	$ 73,504.03	0.00	$0.00		1.55	$ 73,504.03	77%	$ 21,495.97
	GRAND TOTALS				**$165,000.00**		**$ 143,504.03**		**$0.00**	**$0.00**		**$143,504.04**	**87%**	**$ 21,495.97**

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT NO. 10
Commission Meeting Date: December 16, 2019

Subject: City of Clewiston Comprehensive Emergency Management Plan Update

1. **Background/History**: A draft of the City of Clewiston Comprehensive Emergency Management Plan prepared by City Attorney Gary Brandenburg was presented to the City Commission for review at the November 13, 2019 Commission Workshop. An updated draft is now presented for review.

2. **Financial Impact**: None

3. **Attachments:**
   a. City of Clewiston Comprehensive Emergency Management Plan

4. **Actions/Options/Recommendations:** Commission Discretion

City of Clewiston

Comprehensive Emergency Management Plan

Updated 2019

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Appendix A Sample Resolution for State of Local Emergency

Appendix B City Contact List

Appendix C Mutual Aid Contact List

Record of Revisions

Adopted	November 30, 1992
Revised	August 2, 1995
Revised	August 26, 1998
Revised	June 7, 2001
Revised	December 2, 2003
Revised	June 2013
Revised	June 2014
Revised	June 2015
Revised	August 2019
Revised	October 2019

BASE PLAN

I. INTRODUCTION

A. ***Purpose.*** This Comprehensive Emergency Management Plan ("CEMP") establishes a framework for the City of Clewiston to manage an emergency within its boundaries.

B. ***Scope.*** This CEMP can be utilized for any type of emergency, whether an act of nature, accident, or intentional action, and any magnitude of emergency.

C. ***Authority.*** State of Florida Constitution, statutes, and the Home Rule Power of the City, including Florida Statutes § 252, City ordinances and resolutions.

D. ***Executive Structure.*** There is hereby created the Emergency Management Committee ("EMC").

The Emergency Management Committee will be comprised of the Fire Marshal, Police Chief, Utilities Director, and Public Works Director ~~and Recreation Director~~.

The City Manager is the City's Emergency Management Director (EMD) and serves as Incident Commander under the National Incident Management Systems ("NIMS").

- The Police Chief will act as EMD in the absence of the City Manager.
- In the absence of the City Manager or Police Chief, the Fire Marshal shall act as EMD.
- The ranking police official will act as EMD in the absence of the foregoing officials.

E. ***Implementation.*** The City Commission, by majority vote of members present, at a Regular or Special meeting, may declare an emergency. The City Manager shall continue to direct activities of the City in the event of an Emergency and shall use the EMC as needed.

This CEMP supersedes all previous emergency plans or emergency operation procedures for the City. The Emergency Management Director will insure that this plan is reviewed at least annually and revised as necessary. All changes will be approved by the City Commission.

In the event any portion of this plan is declared invalid, such a decision shall not affect the validity of the remaining portions of the plan. To this end, the provisions of this plan are held to be severable.

F. ***Control.*** Once a State of Emergency is declared, the Emergency Management Committee shall advise the EMD.

II. SITUATION

A. ***Geographic Information.*** Clewiston is located in the northeast section of Hendry County, at the southernmost point of Lake Okeechobee.

1. Area in Square Miles. The City includes 4.57 square miles.

2. Topography of the Land. Hendry County and the City of Clewiston consist of a flat topography. The City borders Lake Okeechobee which includes a navigable waterway that connects the Atlantic Ocean to the Gulf of Mexico.

3. Land Use Patterns. The City is predominantly a low-density residential community with some commercial and industrial development. U.S. Sugar Corp. is the major industrial entity in the area surrounding the City.

Figure 1: Land Use

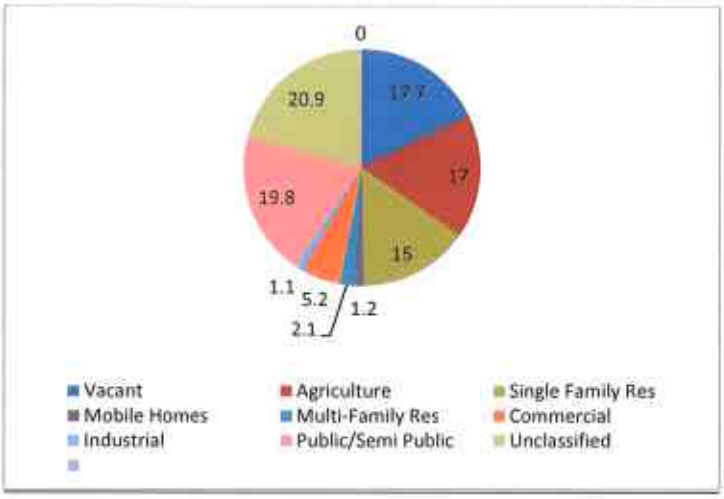


Chart Information is from City of Clewiston Comprehensive Plan

B. ***Demographics.***

1. Population (2010). 7,155

2. Density and Distribution. Approximately 1,524 persons per square mile live in Clewiston. A large portion of Hendry County's population reside in the City.

3. Distribution of Population by Age.

Figure 2a: Distribution of Population by Age

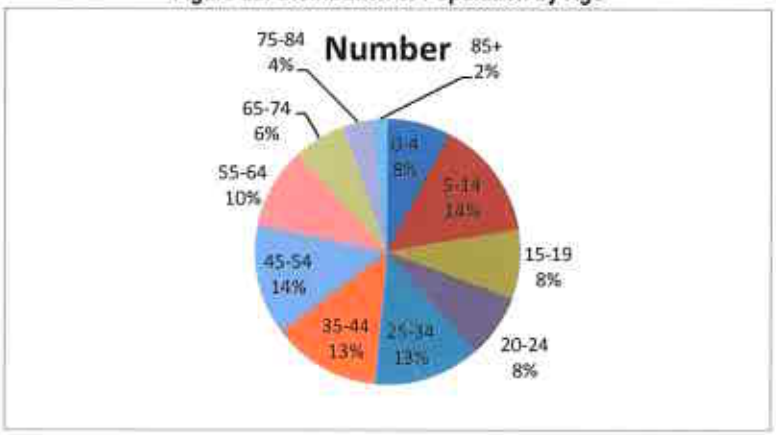


Figure 2b: Distribution of Population by Age

Age	Number	Percent
0-4	559	7.80%
5-14	1035	14.50%
15-19	603	8.40%
20-24	558	7.80%
25-34	927	13%
35-44	946	13.30%
45-54	965	13.50%
55-64	711	10%
65-74	463	6.50%
75-84	261	3.60%
85+	127	1.80%

*Numbers are from US Census 2010

4. Special Needs Population. In 2009 Hendry County Emergency Management reports 16 people were registered with the Special Needs Program. (NOTE: WHAT ABOUT TODAY?)

5. Migrant Workers. A large population of migrant farm workers live in the City. This number fluctuates throughout the year, due to agricultural growing and harvesting seasons.

   U.S. Sugar Corp., Southern Gardens Citrus, J&J Farms, and many other growers bring in migrant and seasonal workers at different times each year depending on the crop. Many of these workers reside inside the response area of Clewiston Fire Rescue and Hendry County EMS, which is stationed inside the City.

6. Areas of Tourist Population (including annual tourist and seasonal population). Seasonal residents represent an increase in the population by 20%, both in the city limits and in areas that fall within 2 miles of the city limits.

   Clewiston's major tourist attraction is Lake Okeechobee, located on the northern-most boundary of the City. Fishing tournaments draw several thousand visitors per year.

7. Mobile Home and R.V. Parks. There are 19 mobile home or R.V. parks within the response area of Clewiston Fire Rescue. The parks that are located to the east of the City are prone to severe flooding. (See figure 3 for parks served by Clewiston Fire Rescue.)

Figure 3: Mobile Home and R.V. Parks Served by Clewiston Fire Rescue

Name		RV	MH
Royal Palm Trailer Park		25	26
Sugarland Mobile Home Park		0	4
Roland Martin's RV Park		57	0
Thomas Produce Company		0	6
Kite's Nest Mobile Home Park		0	31
Foxbriar Mobile Home Park		0	81
Fairgrounds Mobile Home Park		1	40
Everglades Mobile Home Park		0	55
Aztec Mobile Home Park		0	21
Twin Lake Mobile Home Park		0	50
Cerda's Mobile Home Park	f.k.a. Ventura MHP	0	5
Rudd's Mobile Home Park		0	6
Pacific Trailer Park		0	2
Okeechobee Landing RV Park		270	0
Oaklane Mobile Home Park		0	21
Lake Okeechobee KOA		124	3
Clewiston Commons ~~Trailer Park (Clewiston commons?)~~		19	23
Belcher's Mobile Home Park		0	13

Tropical Mobile Home Village	0	205
Seminole Manor	0	91

C. ***Emergency Management Support Facilities.***

Critical Facilities. There are several buildings and areas that are Critical Facilities:

1. Municipal Buildings - City Hall, Police Station, Fire and EMS Station, Utility Office, Community Development and Public Works Operations.
2. Water Treatment Plant, Wastewater Plant, Sewer Lift Station.
3. Public Works Department, Utilities, and Fleet Maintenance Work Yard.
4. The schools and John B. Boy Auditorium for housing the general population and backup special needs shelter.
5. Hendry Regional Medical Center and ~~Palm Terrace of~~ Clewiston Nursing and Rehabilitation Center.

D. ***Logistical Staging Areas***

Certain areas have been identified to provide space and security to store palletized resources and service vehicles.

1. Any school not being used as an emergency shelter
2. John B. Boy Auditorium
3. Neighborhood Points of Distribution (NPD) will be designated on a case by case basis.
4. Public Works compound

E. ***Assumptions.***

Because of the geography, topography, and transportation conditions, the City is subject to a large range of natural or manmade emergencies. The City can also be isolated for an extended period of time. Potential hazards include:

1. Hurricanes
   a) The City is vulnerable to a direct or indirect hit from either coast.
2. Tornadoes
3. Floods

4. Wild Fires

   a) The City poses a low risk of a wild fire. The neighborhoods on the north city limits are at the highest risk, including the Ridgewood Subdivision, where there is a small wooded area. The need for fire mitigation is limited.

5. Armed Violence (Civil Disturbances, Terrorism, or Military Conflict)

6. Hazardous Materials

   a) Southern Gardens Citrus is a business in the response area of Clewiston Fire Rescue. Large amounts of Anhydrous Ammonia are stored for refrigeration purposes. (See Appendix for Fire District Coverage Map)

   b) U.S. Highway 27 corridor runs directly through the center of the City. All types of hazardous materials come through the City at all times of day and night.

   c) Wedgeworth's Fertilizer Plant is located on the east city limits. Large amounts of several types of fertilizers are stored in powder, granular and liquid form. The facility borders the industrial canal which runs north to Lake Okeechobee and south towards agricultural land and The Everglades.

7. Dam/Levee Failure

8. Thunderstorms / High Winds

9. Drought / Heat Wave

10. Winter Storms and Freezes

11. Exotic Pests and Diseases

12. Mass Migration

13. Major Transportation Incidents

14. Epidemic

15. Critical Infrastructure

    a) Electrical transfer station located on the south city limits. It is fed by a large feeder line, which runs from Miami, owned by FPL.

    b) Wastewater plant located south of Harlem.

c) Water treatment plant located on South Olympia Street. This site includes a 1 million gallon water tank.

d) Two sets of bridges at the east and west city limits on U.S. Hwy 27. Alternate roads to enter or exit the city are two-way roads that travel through residential areas.

16. Special Events:

a) Sugar Festivals

b) Walmart FLW Fishing Tournaments

c) Hendry County Fair and Livestock Show

III. Organization

A. ***Emergency Management Committee*** (EMC) shall make recommendations for implementation of the CEMP. The EMC will make recommendations to the City Manager on requests for aid to or from the City.

1. The EMC will convene at the request of the City Manager at a designated location, including

a) Utilities Building, located at 141 Central Ave, will serve as the City's primary Incident Control Center ("ICC").

b) Police~~Fire~~ Station, located at ~~120 Commercio St~~300 S. Berner Rd, will serve as the secondary ICC.

2. The City has adopted the National Incident Management System (NIMS) as the standard by which "no-notice" events/incidents and pre-planned exercises will be organized and managed (See Appendix). The City Manager may implement the ICC for any emergency.

a) The City Manager is the EMD and Incident Commander (IC).

b) The City Manager will function as the coordinator with the Mayor and City Commissioners.

c) The City Manager will function as the public information officer.

d) All employees are required to assist in the City's disaster response and recovery efforts.

B. ***Damage Assessment Team*** will be responsible for the assessment of damage during a disaster.

1. The ~~City Manager~~Emergency Management Director will appoint a team leader that will oversee this function.

2. All findings will be reported to the City Manager and, at the direction of the EMD ~~City Manager~~, to the Hendry County EOC.

C. ***Staffing.***

1. Finance Section Chief will be the Finance Director.

2. Logistics Section Chief will be selected by the ~~City Manager~~EMD.

3. Planning Section Chief will be selected by the ~~City Manager~~EMD.

4. Other staff will be selected by the EMD~~City Manager~~ as deemed necessary, including;

a) Safety Officer

b) Liaison Officer- this person(s) will be assigned to the Hendry County EOC and will be the Point of Contact between the EOC and the City for all reports and requests

c) Public Information Officer (PIO)

5. The City will request that the County furnish a liaison from Hendry County Sheriff's Office (HCSO) and Hendry County EMS.

D. ***Levels of Emergencies.***

1. **Level III – Minor Emergency (Monitoring)** Any unexpected occurrence that is likely to be within the response capability of the City, and result in a minimal need for State or Federal assistance.

a) Notifications. None

b) Action. The EMD~~City Manager~~ may set up an on-site command post. No City-wide action is required. Press relations will be handled as indicated by the EMD~~City Manager~~. Needed logistical support, additional personnel, or other resources will be assigned by the ~~City Manager~~EMD.

2. **Level II – Major Emergency (Partial Activation)** An Emergency that will likely exceed local capabilities and require a broad range of State or Federal assistance.

a) Notifications. The ~~City Manager~~EMD shall notify Hendry County Emergency Management, State of Florida Emergency Management, and Federal Emergency Management.

b) Action. An on-site command post may be set up, as directed by the EMD~~City Manager~~, and all responding departments should be notified of its location. Needed logistical support, additional support, or other resources will be coordinated with County, State or Federal officials.

3. **Level I – Potentially Catastrophic Emergency (Full Activation)** An Emergency that potentially has impacts that will require massive County, State, and Federal involvement, including military assistance.

a) Notifications. County, State and Federal Emergency Management will be notified by the EMD~~City Manager~~.

b) Action. The acquisition of personnel, equipment, or other resources will be directed by the ranking member of the Emergency Management Committee, and coordinated through Federal, State, County, and City channels through each entities' ranking Emergency Management Director.

4. Activation of the ICC does not occur in every emergency event. Multi-jurisdictional situations are often managed using the Incident Command Systems' principles.

a) The ICC may be activated simply to provide support.

b) Any incident may escalate from one level of emergency to another.

E. ***City Departments and Key Personnel Functions.***

1. **General**

a) The City requires all units of City government to provide service and assistance for which they are best qualified and experienced. Those departments which have no inherent role in emergency management will have their personnel available to support disaster operations as needed.

b) A succession plan will be provided by each department to the City Manager.

2. **The Mayor and City Commissioners**

a) Prepare and participate in public information presentations and media briefings.

b) Provide policies and guidance regarding social and economic impact as requested during Regular meetings.

c) Declare the Emergency State of Local Emergency Declarations at Regular or Special meetings.

d) Convene for Special meetings as necessary.

3. **The City Manager**

a) Will be in command for all emergencies and serves as the Emergency Management Director ("EMD").

b) Will ensure the participation of all City departments throughout any emergency.

c) Will be the only communication point between the ICC and the Mayor and Commissioners.

4. **City Attorney**

a) Will provide legal counsel as required throughout the emergency with particular emphasis on any emergency declaration, curfew, sales restrictions, and re-entry issues.

5. **Emergency Manager Director**

a) Staff the ICC during Level I disasters and during all other emergencies according to the specifics of the event.

b) Coordinate all functions of the ICC.

c) Ensure this CEMP is implemented.

d) Serve as the contact point between the ICC and County EOC.

e) Coordinate all efforts of the City during an event no matter what level of emergency.

6. **Police Chief**

a) Staff the City ICC upon request.

b) Provide professional advice and expertise, particularly in support of evacuations, public warnings and notifications, physical security activities, and movement control.

c) Request, coordinate, and control all other law enforcement resources brought in to assist the City.

d) Coordinate requests for "Military Support of Civil Authority" in coordination with EMD~~City Manager and the County EOC~~.

e) Maintain all normal operations that fall under the Police department's authority.

f) Work with the Hendry County Sheriff's Office ("HCSO") to provide security for the City ICC and each shelter, as directed by the EMD~~City Manager~~.

7. **Fire Marshall**

a) Staff the City ICC upon request.

b) Coordinate all fire rescue efforts in ~~the City~~East Hendry County.

c) Assist the EMD~~City Manager~~ with requests for mutual aid and other forms of external aid through the City ICC to the County EOC.

d) Coordinate with Hendry County EMS for any and all operations that require medical attention and transportation.

e) Assist in the evacuation of persons with special needs (medically dependent).

f) Coordinate mutual aid with other fire departments in the County when requested by the EMD~~City Manager~~.

8. **Community Development Department**

a) Assist the EMD~~City Manager~~ with all damage assessment efforts.

b) Assess the infrastructure of the City.

~~c) Coordinate park and facility closings with the City Manager.~~

~~d) Recommend facilities, parks, or other areas that can be used for emergency response.~~

e) Provide input to the ~~City Manager~~EMD regarding the need to suspend or modify ordinances or other City rules due to an emergency or disaster.

f) Facilitate the expedited issuance of building permits as may be necessary for rebuilding of the community in the aftermath of a disaster.

g) Coordinate with the ~~City Engineer~~EMD for closing roads and rerouting of traffic, in cooperation with law enforcement agencies.

9. **Finance Director**

a) Staff the ICC as requested.

b) Oversee departmental tracking of emergency-related costs.

c)~~e)~~ Be the point of contact concerning any ~~mutual aid and~~ reimbursement per the mutual aid agreement with State of Florida or FEMA.

10. **Public Works Director**

a) Staff the ICC as requested.

b) Coordinate with the damage-assessment team concerning damaged infrastructure.

c) Provide maintenance services as needed to keep evacuation routes open, flooded or otherwise blocked road areas barricaded, and traffic rerouting coordinated with ~~law enforcement agencies~~EMD.

d) Implement the Debris Management plan through management of post-disaster debris clearance, removal, transportation and disposal. This will also include the normal practices for waste removal.

e) Coordinate post-disaster contracts for debris removal.

f) Provide input to the ~~City Manager~~EMD regarding the need to suspend, cancel or modify ordinances or other City rules due to an emergency or disaster.

g) Provide emergency fueling and repairs to City Fleet.

h) Coordinate park and facility closings with the City Manager.

i) Recommend facilities, parks, or other areas that can be used for emergency response.

11. **Utilities Director**

a) Staff the ICC was requested.

b) Coordinate with the damage-assessment team concerning damaged infrastructure.

c) Issue any precautionary notices as required when authorized by the EMD.

d) Implement maintenance and repair plans for electric, water and sewer for service areas within the City, and in service areas which are located outside of city limits.

~~e~~e) Request and coordinate mutual aid through the EMD~~) Be the point of contact concerning any mutual aid and reimbursement per the mutual aid agreement with FEMA.~~

f) ~~Coordinate with the ICC, if assistance is requested by the County EOC~~Requests for assistance from another agency shall be coordinated by the ICC.

12. **City Clerk**

a) Staff the ICC as requested.

b) Schedule Special meetings called by the Mayor, or in the Mayor's absence, the Vice Mayor.

c) Provide administrative staff support for maintenance of an Official Log in the City ICC when activated to a Level I or Level II. Maintain the City Official Log of situations and events encountered, decisions rendered, and actions taken.

13. **Support Functions not within the City Government**

a) Communication: Century Link & Comcast

b) Gas Utility: Florida City Gas (Natural Gas)
Florida Public Utility (LP Gas)

c) Cable: Comcast

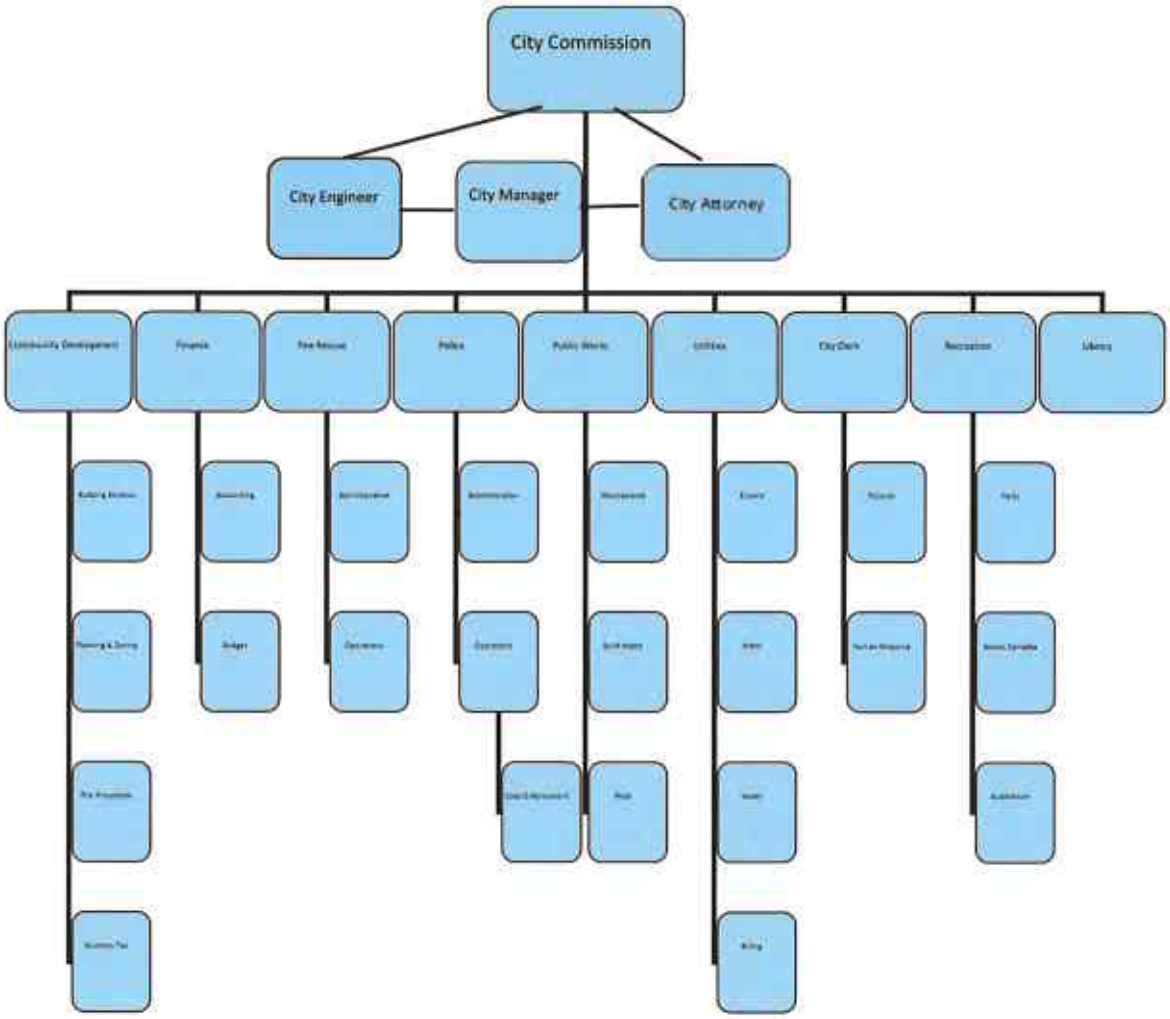
d) Military Support: FL National Guard

e) Drainage: Clewiston Drainage District, South Florida Water Management

14. **Demobilization of the ICC**

The closing of the ICC will be preplanned and conducted in an orderly method by the EMD~~City Manager~~.

Figure 4: ~~Emergency Management~~ Control and Communication Structure



IV. Preparedness Activities

A. ***General Issues***

1. The City Manager~~EMD~~ is responsible for recommending changes to the City CEMP for adoption by the City Commission and assuring that the changes are distributed to all department directors. Directors are responsible for furnishing necessary updated information to the City Manager~~EMD~~ for inclusion in the revision.

~~2.~~ 2. Each department shall develop its own ICS incident organizational chart, notification procedures and transfer of command. These must be submitted to the City Manager and incorporated into the CEMP.~~procedures to address its preparedness and response to a disaster.~~

3. Each department shall develop its own standard operating procedures for emergency operations and those procedures must be submitted to the City Manager and incorporated into the CEMP.

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B. ***Public Awareness and Education*** is addressed by Hendry County Emergency Management.

C. ***Exercises and Drills***

1. Annual preparedness drills~~Eexercise opportunities~~ will be set up by ~~Hendry County Emergency Management.~~the City Manager.

2. The department directors will ~~City may~~ set up exercise opportunities for stall annually.

~~3. Each department may set up exercise opportunities.~~

D. ***Training***

1. All directors shall implement a program that ensures that all employees complete the required ISC offered by FEMA's Emergency Management Institute applicable to their department.

2. The City Manager~~EMD~~ will give notice to all departments of all training opportunities when posted by Hendry County Emergency Management.

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V. Emergency Operations

A. ***General Issues***

1. The City ~~Commission~~ Manager will initiate the CEMP.

a) The Emergency Management Committee, when requested, will advise the City Manager, who will coordinate with the County EOC. The City Manager will, when necessary, request the Mayor to call a Special Meeting to consider an Emergency declaration.

b) A Local State of Emergency may be recommended by the City Manager to the Mayor. [A sample of the Resolution may be found as Appendix A of this plan.]

c) The Mayor, or in the Mayor's absence, the Vice Mayor, will consider calling a Special meeting where a State of Emergency can be declared by a majority vote of Commissioners present. (A quorum must be present.)

d) If Hendry County declares a Local State of Emergency, then the City of Clewiston will make the decision to declare its own Local State of Emergency if the event is to have any impact on the City.

B. ***Closing of Businesses and Schools***

1. The decision to close businesses will be left up to the discretion of their owners and/or managers. If an evacuation order is given, the closings shall be mandated for the safety of the citizens.

2. All decisions relating to schools shall be made by the Hendry County School Board.

C. ***Evacuations***

1. Evacuation orders may be given by the State, County or the City.

2. Notification may be given using the following methods:
   a) PA systems on emergency vehicles.
   b) Local media (tv/radio).
   c) Siren
   d) Telephone alert system.
   e) Social media.

3. Evacuation Routes
   a) US Hwy 27 is the main route going North and South
   b) US Hwy 27 North to SR 80 West to I-75 North
   c) US Hwy 27 South to SR 80 East to Fla Turnpike North or I-95 North.

Note: US Hwy 27 actually runs East and West through Clewiston but are still referred to as Northbound and Southbound.

4. Notifications shall be given in English and Spanish.

D. ***Persons with Special Needs (PSN)***

1. Hendry County Emergency Management will handle the PSN Program.
2. The PSN shelter is located at West Glades Elementary School in Muse (Glades Co).

E. ***Sheltering***

1. Clewiston Middle School is the designated Shelter for East Hendry County. Clewiston High School is designated as an alternate location. Shelters are operated by the American Red Cross.

2. The John B. Boy Auditorium will be used for sheltering of Emergency Worker Families.

3. If needed, there are City, County and School buildings that can be used in case of last resort sheltering. These buildings will not have any special accommodations as they are not designated by the County EM as a shelter.

F. ***Re-entry*** to evacuated areas will be controlled for the safety and well-being of the residents, people working in the area, and for contractors. Re-entry will only be allowed during daylight hours. Re-entry may be done in phases depending on damage assessment, debris removal and as utility restoration allows.

1. Clewiston Police Department will man entry points.

2. Proof of residency or employment may be required, as directed by the EMD~~City Manager~~, before residents or workers will be allowed to re-enter.

G. ***Communication***

1. Plain Talk Communication will be used during all multi-agency, multi- disciplinary, or multi- jurisdictional events or incidents.

2. Telephone

   a) All Directors and Supervisors for the City will have access to cellular phones.

b) The City ICC has landline, cell phone, and emergency communication devices, facsimile service and satellite phones.

3. Radio

a) Fire Rescue and Police Department may communicate using the City's VHF radio system. Fire Rescue may communicate using the County's 800 MHz system.

b) City Emergency Management has a bank of VHF and 800 MHz portable radios that may be distributed at the direction of the EMD.

4. Internet

a) The City's internet provider is Comcast.

b) The City ICC is equipped with wired and wireless internet capability.

H. ***Fuel***

1. Public Works maintains diesel and gasoline supplies which are located at 1300 S. Olympia St.

2. Fire Rescue maintains a gasoline supply in a 250 gallon tank, and diesel supply in a 500 gallon tank, located at 205 W. Ventura Ave.

3. ~~Berner Oil may allow the City to fuel its equipment at their facility in an emergency.~~

4. ~~Hendry County may provide fuel.~~

I. ***Requests for Assistance***

1. All requests for assistance from the County, State, or Federal government shall go through the EMD~~City Manager~~.

2. Requests for assistance to various agencies will be coordinated by the ~~City Manager~~EMD.

VI. Recovery Operations

A. ***General***. All recovery operations will be coordinated through the City EMD.

B. ***Public Safety and Welfare.*** As soon as it is deemed safe for emergency personnel to respond, the following steps will take place:

1. Police ~~and Sheriff Deputies~~ will go on patrol to ensure the safety of the citizens.
2. Fire Rescue ~~and County EMS~~ will coordinate response to incoming emergency calls.
3. As soon as weather permits, Public Works will begin clearing roads of debris. Units will be deployed first to open main corridors, then local roads, and lastly, residential streets.
4. Utilities will begin determining what infrastructure needs service and prioritize those repairs.

C. ***Damage Assessment.*** This process shall be overseen by the ~~City Manager~~EMD. This will be an ongoing process throughout the event. Findings will be reported back to City ICC to be filed with County EOC.

VII. Financial Management

A. Every department will log employee hours, vehicle mileage, and equipment hours; a detailed report will be turned in to the ~~City Manager~~EMD.

B. The ~~City Manager~~EMD will control expenditures during any emergency operation. The Finance Director will advise the City Manager on all finance matters. The ~~City Manager~~EMD will have final approval for all purchases during the duration of the emergency.

C. The emergency will be deemed concluded as provided in the Emergency Declaration Resolution adopted by the City Commission.

Appendix A

City of Clewiston
Resolution No. 20__-__

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY FOR THE CITY PURSUANT TO SECTION 252, FLORIDA STATUTES.

WHEREAS, this Special meeting has been convened in response to the request of the City Manager to declare a State of Emergency; and

WHEREAS, the City Commission has heard evidence relating to emergency conditions being caused or threatened by_____; and

WHEREAS, the City Commission has determined that the conditions may result in substantial injury or harm to the population of the City of Clewiston, and /or may cause substantial property damage and loss within the City of Clewiston.

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

1. A State of Local Emergency is hereby declared for the City of Clewiston, Florida, at___(Time and Date)____, until _____(72 hours OR Time and Date) [choose one]___ or until such time as the State of Emergency is terminated by the City Commission.

2. The City Manager is hereby authorized to take such actions as are necessary to utilize the City of Clewiston resources to protect and provide aid for the people and property of the City.

DONE AND ADOPTED this (date) day of _____ (month and year) _____.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____
City Clerk

_____
Mayor

[MUNICIPAL SEAL]

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

_____
City Attorney

Appendix B

Contact List

Department	Office #	Home #	Cell #
City Commission			
Mali Gardner, Mayor			
Kristine Petersen			
Julio Rodriguez			
Michael Atkinson, Vice Mayor			
Melanie McGahee			
City Administration			
Randy Martin	983-1484		677-1130
Shari Howell	983-1484	983-2776	228-1074
Kathy Combass	983-1484	983-4055	228-2258
City Attorney			
Gary Brandenburg	561-799-1414		(561) 371-1824
Emergency Manager/Fire Marshal			
Travis Reese	983-1499 or 983-1500		228-0102
Fire Department			
Jeff Edwards	983-5700		233-1387
Rob Hunton, Jr.	983-5700		677-0001

Department	Office #	Home #	Cell #
Police Department			
Chief Aaron Angel	983-1477		863-599-4104
Assistant Chief			
Sgt Scruggs	Day Shift		863-227-3697
Community Development			
Travis Reese	983-1500		863-228-0102
Adrienne Adams	983-1500		863-599-0255
Chelsea Strawser	983-1500		269-464-9030
Utilities			
Danny Williams	983-1454	983-6567	2337249
Mike Cox (Elect)	983-1454		228-0284
Steve Hayes (Elect)	983-1454		228-0841
Mike Young (W&S)	983-1454		228-0665
Monica Perez	983-1454		
Tara Dyess	983-1454		
Miguel Sanchez	885-1807		
Water Plant			
Joel Simms	902-3388		561-801-1952
Les Garrett	902-3388		863-228-0282
Sewer Plant			
Andres Marrero	983-1468		863-677-1426

Department	Office #	Home #	Cell #
Public Works			
Sean Scheffler	983-1471		228-0101
Manny Gomez	983-1471		228-3128
Jay Ensminger	983-1471		228-0987
Bill Engle	983-1471		863-599-4371
Recreation			
Sean Scheffler	983-1471		228-0101
Corrine Rees	983-1484		
Golf Course			
Robbie Rush	983-1448		561-358-5189

Appendix C

Mutual Aid Contact List

Fire Department

1. Montura-Flaghole Fire Department	Dispatch 863-674-0407
Chief Robbie Hester	863-673-1618
2. Labelle Fire Department	Dispatch 863-674-0407
Chief Clint Walker	863-517-1820
3. Pioneer Fire Department	Dispatch 863-674-0407
Chief Raymond Timms	
4. Felda Fire Department	Dispatch 863-674-0407
5. Glades County Public Safety	Dispatch 863-946-1600 ext. 2169
6. Palm Beach Control (Belle Glade)	Dispatch 561-996-1670
7. Lee County Control	Dispatch 239-337-2000

Law Enforcement

1. Hendry County Sheriff Office	Dispatch 863-674-0407
2. Glades County Sheriff Office	Dispatch 863-946-1600 ext. 2169
3. Palm Beach Co S.O.	Dispatch 561-996-1670
4. Lee County Sheriff Office	Dispatch 239-337-2000

City of Clewiston
Public Works Department
Monthly Productivity Report
November 1, 2019 thru November 30, 2019

Fleet Management

Units worked on

Fire Dept.	5	Solid Waste	8
Electric Dept.	2	Streets	2
Utilities	6	Recreation	4
Police Dept.	5	Animal Control	1

Facility Maintenance

Clerical hrs.	41	Pressure washing hrs.	2
Plumbing hrs.	8	Painting hrs	8
Eelectrical repair hrs.	53	Building repairs hrs	60
Air conditioning repair	3		

Solid Waste

Commercial (Tons)	296.12	Horticulture (Tons)	24.55
Residential (Tons)	320.68	Recycled material (Lbs	48
Roll-offs in service	15	Roll-off revenue	$2,850.00
Scrap metal (Tons)	1.91	Scrap metal revenue	$57.30
Tipper carts placed	6	Shopping carts collecte	5

Streets and Sidewalks

Drainage

Streets swept (miles)	18	Street debris (Tons)	5.49
Street repairs hrs	5		

Signs

Information signs	3	Signs repaired	5
Regulatory signs	5		

Landscaping

Weed control (gallons	6	Manual weed control (	4
Litter control (Lbs)	167	Mowing (Hrs)	40
Sprinkler repair (Hrs)	2	Mulching (Hrs)	12

Note : Staff cleaned up debris and took down barriccades after the PD Trunk and Treat.
Staff spent 4 hours setting up and taking down the Homecoming Parade.
Staff sprayed Round-up and trimmed Bond in preparation for Christmas decorations.
80 Hours were spent on setting Christmas decorations and lights.
8 Hours were spent picking up Palm branches on US 27.
Staff removed hurricane shutters from the Library.

Monthly Facility & Park Rentals

NOVEMBER RENTALS

Facility/Park	Rentals	Resident Status
John Boy Auditorium	3	2 Non Profit, 1 City Use
Beardley Room	1	Resident
Youth Center	7	2 City, 5 County
C.S. Mott Pool	0	
STP Pavilion #1	1	1 County
STP Pavilion #2	0	
STP Pavilion #3	1	Resident
STP Pavilion #4	2	1 Resident 1 County
Sugarland Park Pavilion	1	Resident
Trinidad Park	0	
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Sugarland Sports Complex	0	
Splash Pad	0	
Chickee	0	

UTILITIES MONTHLY ACTIVITY REPORT FOR DEC 2019

ELECTRIC DEPARTMENT

Kwh purchased	7,197,400	Month of Nov
Kwh sold	8,722,927	
Total Electric Meters	4,105	

OUTAGES	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
	200	52	4	50 minutes
Street Light repairs	15			
Voltage checks	3			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	32,458	15,047	47 Million Gallons
Total Water Meters	3651		
Water Breaks	9		

SEWER PLANT

Gallons Processed	1.24	Month of Nov

OFFICE ACTIVITY

New Accounts (Move Ins)	61
Closed Accounts (Move Outs)	28
Disconnects for Nonpayment	189
Reconnects from Nonpayment	187
Meter Rereads Completed	11
All Locates	28
All Meter Changes	33
Miscellaneous	62
Trim Tree	6
Total other Work Orders completed	68
Total Work Orders Completed by all Departments	700

PROTECTIVE INSPECTIONS ACTIVITY REPORT FOR COMMUNITY DEVELOPMENT DEPARTMENT November 2019

Building Department

- Issued 24 permits
- Performed 154 inspections
- Performed 24 plan reviews
- Serviced customers 379 phone & 185 walk ins
- Lien searches researched – 14
- Renewed Business Licenses- 19
- Issued (6) yard sale permits
- Prepared monthly report for U.S. Census Bureau
- Prepared monthly report for SW Florida Regional Planning Council
- Prepared monthly report for Hendry County Property Appraiser

Planning & Zoning

- No Meeting

Community Redevelopment Agency

- No Meeting

Building Board

- No Meeting

Fire Marshal & Fire Department

- The fire department responded to:
  - 5 First Responder calls
  - 15 City calls
  - 23 County calls
  - 17 Fire Inspections

November 2019 Inspections				
Inspected Date	Permit#	Inspection Type	Result	Inspector
11/4/2019	19-0159	PLUMB-TI	Pass	T. Reese
11/6/2019	19-0171	FINAL	Pass	T. Reese
11/6/2019	19-0219	Final	Pass	T. Reese
11/6/2019	19-0225	INSUL	Pass	T. Reese
11/6/2019	19-0225	TRUSS	Pass	T. Reese
11/6/2019	19-0225	TIE BEAM	Pass	T. Reese
11/6/2019	19-0225	SHEATHIN	Pass	T. Reese
11/6/2019	19-0225	DRY IN	Pass	T. Reese
11/6/2019	19-0225	A/C-FNL	Pass	T. Reese
11/6/2019	19-0225	PLMB-FNL	Pass	T. Reese
11/6/2019	19-0225	ROOF-FNL	Pass	T. Reese
11/6/2019	19-0225	ELECT-F	Pass	T. Reese
11/6/2019	19-0225	FIRE/SAFETY	Pass	T. Reese
11/6/2019	19-0225	DRYWALL	Pass	T. Reese
11/6/2019	19-0236	EC	Pass	T. Reese
11/6/2019	19-0236	BLDG-FNL	Pass	T. Reese
11/6/2019	19-0242	ELECT-F	Pass	T. Reese
11/6/2019	19-0306	FOUND	Pass	T. Reese
11/6/2019	19-0306	SETBACK	Pass	T. Reese
11/6/2019	19-0304	TIE BEAM	Pass	T. Reese
11/6/2019	19-0312	FINAL	Pass	T. Reese
11/6/2019	19-0337	BLDG-FNL	Pass	T. Reese
11/6/2019	19-0353	WINDOW/DOOR	Pass	T. Reese
11/6/2019	19-0353	BLDG-FNL	Pass	T. Reese
11/6/2019	19-0356	SETBACKS	Pass	T. Reese
11/6/2019	19-0259	ELECT-F	Pass	T. Reese
11/6/2019	19-0364	FOOTER	Pass	T. Reese
11/7/2019	19-0225	FINAL	Pass	T. Reese
11/7/2019	19-0236	DRY IN	Pass	T. Reese
11/7/2019	19-0236	PLMB-FNL	Pass	T. Reese
11/7/2019	19-0236	FIRE/SAFETY	Pass	T. Reese
11/7/2019	19-0236	INSUL	Pass	T. Reese
11/7/2019	19-0236	ROOF-FNL	Pass	T. Reese
11/7/2019	19-0236	TRUSS	Pass	T. Reese
11/7/2019	19-0236	Erosion/ Silt Fence	Pass	T. Reese
11/7/2019	19-0236	Construction Entrar	Pass	T. Reese
11/7/2019	19-0236	Construction Entrar	Pass	T. Reese
11/7/2019	19-0236	Erosion/ Silt Fence I	Pass	T. Reese
11/7/2019	19-0236	TRASH	Pass	T. Reese
11/7/2019	19-0236	WINDOW	Pass	T. Reese
11/7/2019	19-0236	DRYWALL	Pass	T. Reese
11/7/2019	19-0236	SETBACK	Pass	T. Reese
11/7/2019	19-0236	LNDSCAPE	Pass	T. Reese
11/7/2019	19-0236	A/C-FNL	Pass	T. Reese
11/7/2019	19-0236	ELECT-F	Pass	T. Reese

11/7/2019	19-0236	PLUMB-TI	Pass	T. Reese
11/7/2019	19-0236	ELECT-UG	Pass	T. Reese
11/7/2019	19-0236	DRIVEWAY	Pass	T. Reese
11/7/2019	19-0259	FINAL	Pass	T. Reese
11/7/2019	19-0259	ELECT-R	Pass	T. Reese
11/7/2019	19-0236	BLDG-FNL	Pass	T. Reese
11/7/2019	19-0236	BLDG-FNL	Pass	T. Reese
11/7/2019	19-0376	ELECT-R	Pass	T. Reese
11/7/2019	19-0376	ELECT-F	Pass	T. Reese
11/12/2019	18-0276	FINAL	Pass	T. Reese
11/12/2019	18-0536	Final	Pass	T. Reese
11/12/2019	19-0069	FINAL	Pass	T. Reese
11/12/2019	19-0094	FINAL	Pass	T. Reese
11/12/2019	19-0105	FINAL	Pass	T. Reese
11/12/2019	19-0169	FINAL	Pass	T. Reese
11/12/2019	19-0237	DRY IN	Pass	T. Reese
11/12/2019	19-0237	PLMB-FNL	Pass	T. Reese
11/12/2019	19-0237	FIRE/SAFETY	Pass	T. Reese
11/12/2019	19-0237	INSUL	Pass	T. Reese
11/12/2019	19-0237	ROOF-FNL	Pass	T. Reese
11/12/2019	19-0237	TRUSS	Pass	T. Reese
11/12/2019	19-0237	ERLY PWR	Pass	T. Reese
11/12/2019	19-0237	Erosion/ Silt Fence	Pass	T. Reese
11/12/2019	19-0237	Construction Entrar	Pass	T. Reese
11/12/2019	19-0237	Erosion/ Silt Fence I	Pass	T. Reese
11/12/2019	19-0237	TRASH	Pass	T. Reese
11/12/2019	19-0237	WINDOW	Pass	T. Reese
11/12/2019	19-0237	DRYWALL	Pass	T. Reese
11/12/2019	19-0237	SETBACK	Pass	T. Reese
11/12/2019	19-0237	LNDSCAPE	Pass	T. Reese
11/12/2019	19-0237	A/C-FNL	Pass	T. Reese
11/12/2019	19-0237	ELECT-F	Pass	T. Reese
11/12/2019	19-0237	PLUMB-TI	Pass	T. Reese
11/12/2019	19-0237	EC	Pass	T. Reese
11/12/2019	19-0237	ELECT-UG	Pass	T. Reese
11/12/2019	19-0237	SHEATHIN	Pass	T. Reese
11/12/2019	19-0237	DRIVEWAY	Pass	T. Reese
11/12/2019	19-0237	BLDG-FNL	Pass	T. Reese
11/12/2019	19-0271	FINAL	Pass	T. Reese
11/12/2019	19-0345	FINAL	Pass	T. Reese
11/12/2019	19-0159	ELECT-F	Pass	T. Reese
11/12/2019	19-0159	ELECT-F	Pass	T. Reese
11/12/2019	19-0364	ELECTRIC TEMP	Pass	T. Reese
11/12/2019	19-0364	ELECT-R	Pass	T. Reese
11/12/2019	19-0364	ERLY PWR	Pass	T. Reese
11/13/2019	19-0348	Final	Pass	T. Reese
11/13/2019	19-0349	ELECT-R	Pass	T. Reese

11/13/2019	19-0349	ELECT-F	Pass	T. Reese
11/13/2019	19-0159	TRASH	Pass	T. Reese
11/13/2019	19-0159	DRIVEWAY	NC	T. Reese
11/13/2019	19-0159	PLMB-FNL	Pass	T. Reese
11/13/2019	19-0159	PLMB-FNL	Pass	T. Reese
11/13/2019	19-0313	Final	Pass	T. Reese
11/13/2019	19-0237	BLDG-FNL	Pass	T. Reese
11/13/2019	19-0237	BLDG-FNL	Pass	T. Reese
11/13/2019	19-0281	CONFINSP	Pass	T. Reese
11/14/2019	19-0354	REINSPEC	Pass	T. Reese
11/14/2019	19-0384	CONFINSP	Pass	T. Reese
11/15/2019	19-0320	FINAL	Pass	T. Reese
11/15/2019	19-0360	FRAME	Pass	T. Reese
11/15/2019	19-0372	MR	Pass	T. Reese
11/15/2019	19-0372	MF	Pass	T. Reese
11/20/2019	19-0149	LNDSCAPE	Pass	T. Reese
11/20/2019	19-0224	FINAL	Pass	T. Reese
11/20/2019	19-0336	BLDG-FNL	Pass	T. Reese
11/20/2019	19-0343	PLUMB-R	Pass	T. Reese
11/20/2019	19-0354	PLUMB-R	NC	T. Reese
11/20/2019	19-0368	ELECT-F	Pass	T. Reese
11/20/2019	19-0281	ELECT-R	NC	T. Reese
11/21/2019	19-0149	DRY IN	Pass	T. Reese
11/21/2019	19-0149	PLMB-FNL	Pass	T. Reese
11/21/2019	19-0149	FIRE/SAFETY	Pass	T. Reese
11/21/2019	19-0149	INSUL	Pass	T. Reese
11/21/2019	19-0149	ROOF-FNL	Pass	T. Reese
11/21/2019	19-0149	TRUSS	Pass	T. Reese
11/21/2019	19-0149	ERLY PWR	Pass	T. Reese
11/21/2019	19-0149	TRASH	Pass	T. Reese
11/21/2019	19-0149	WINDOW	Pass	T. Reese
11/21/2019	19-0149	DRYWALL	Pass	T. Reese
11/21/2019	19-0149	SETBACK	Pass	T. Reese
11/21/2019	19-0149	A/C-FNL	NC	T. Reese
11/21/2019	19-0149	ELECT-F	Pass	T. Reese
11/21/2019	19-0149	PLUMB-TI	Pass	T. Reese
11/21/2019	19-0149	EC	Pass	T. Reese
11/21/2019	19-0149	ELECT-UG	Pass	T. Reese
11/21/2019	19-0149	SHEATHIN	Pass	T. Reese
11/21/2019	19-0149	DRIVEWAY	Pass	T. Reese
11/21/2019	19-0149	BLDG-FNL	Pass	T. Reese
11/21/2019	19-0342	FRAME	Pass	T. Reese
11/21/2019	19-0342	ELECT-R	Pass	T. Reese
11/21/2019	19-0342	CONFINSP	Pass	T. Reese
11/21/2019	19-0149	BLDG-FNL	Pass	T. Reese
11/21/2019	19-0149	BLDG-FNL	Pass	T. Reese
11/21/2019	19-0149	A/C-FNL	Pass	T. Reese

11/21/2019	19-0149	CONFINSP	Pass	T. Reese
11/21/2019	19-0149	CONFINSP	Pass	T. Reese
11/21/2019	19-0149	CONFINSP	Pass	T. Reese
11/21/2019	19-0149	CONFINSP	Pass	T. Reese
11/22/2019	18-0350	MF	Pass	T. Reese
11/22/2019	18-0608	FINAL	NC	T. Reese
11/22/2019	19-0156	ELECT-F	Pass	T. Reese
11/22/2019	19-0342	INSUL	Pass	T. Reese
11/22/2019	19-0157	Driveway Rough	Pass	T. Reese
11/22/2019	19-0365	PLUMB-R	Pass	T. Reese
11/22/2019	19-0367	Final	Pass	T. Reese
11/22/2019	19-0367	REINSPEC	Pass	T. Reese
11/22/2019	19-0384	ELECT-R	Pass	T. Reese
11/22/2019	19-0387	FINAL	Pass	T. Reese
11/25/2019	17-0369	E-TEMP	NC	T. Reese

Nov-19								
Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Owner	Thomas Alston	11/4/2019	ELECT	19-0368	209 De Soto Ave	300	0	84.5
Clyde Johnson Contracting & Roofing, Inc.	Thomas Alston	11/4/2019	REROOF	19-0369	209 De Soto Ave	13,700.00	0	0
Bryant Roofing LLC	Paula Skaggs	11/4/2019	REROOF	19-0370	119 Balboa Place	1,300.00	0	89.7
Glades Roofing LLC	Robert & Sharon Peace	11/4/2019	DEMO-RES	19-0371	632 E Concordia Ave	2,300.00	0	50
Integrity A/C & Services,Inc.	Manuel & Sonia R Gomez Jr.	11/4/2019	MECH	19-0372	1001 Caribbean Ave	4,685.00	0	105.3
Superior Contracting of South Florida	Ronald G & Barbara Rudd	11/4/2019	REROOF	19-0373	804 N Lopez St	15,800.00	0	162.5
David's Carpentry & Concrete, Inc.	Scott F & Laura D Jones	11/7/2019	REROOF	19-0374	243 W Del Monte Ave	10,000.00	0	131.3
Bryant Roofing LLC	Debra R Buff	11/7/2019	REROOF	19-0375	502 E Esperanza Ave	11,950.00	0	141.7
Taylor Electric & Air Conditioning, Inc.	Wedgworths Inc	11/7/2019	ELECT	19-0376	San Diego St	600	0	84.5
David's Carpentry & Concrete, Inc.	James B McMillan	11/8/2019	BLDG-RMR	19-0377	105 W Del Monte Ave	2,300.00	0	94.9
FHIA, LLC	Samuel Briefman	11/8/2019	BLDG-RMR	19-0378	305 E Arcade Ave	21,500.00	0	193.7
FHIA, LLC	Reinaldo & Maritza Gonzalez	11/8/2019	BLDG-RMR	19-0379	445 W Alverdez Ave	10,917.00	0	136.5
Clyde Johnson Contracting & Roofing, Inc.	Barrett L & Tina Gale Blevins	11/8/2019	REROOF	19-0380	408 E Del Monte Ave	14,000.00	0	152.1
Clyde Johnson Contracting & Roofing, Inc.	CWR Land Corp.	11/8/2019	REROOF	19-0381	730 S Francisco St Lot 71	500	0	84.5
Clyde Johnson Contracting & Roofing, Inc.	Maria R & Jose N Ayala Jr	11/8/2019	REROOF	19-0382	814 W Alverdez Ave	5,200.00	0	105.3
Universal Group	MM Work Services LLC	11/13/2019	BLDG-RMC	19-0383	645 E Sagamore Ave	1,800.00	0	84.5
Carter Electric of Glades LLC	Hare Lumber & Ready Mix Inc	11/13/2019	ELECT	19-0384	380 E Haiti Ave	13,000.00	0	84.5
Universal Group	Enrique Leon	11/15/2019	REROOF	19-0385	617 Bowden Rd	6,200.00	0	115.7
Universal Group	Luis Rosquete	11/15/2019	REROOF	19-0386	409 W Sugarland Cir	6,900.00	0	115.7
Solid Makers Aluminum Structures, Inc.	Roger D & Annmarie B Shelton	11/18/2019	ACC-BLDG	19-0387	538 W Obispo Ave	3,660.00	0	100.1

Benny Richmond, Inc.	Miguel S & Sergio M Romero	11/18/2019	BLDG-RMC	19-0388	544 E El Paso Ave	50,000.00	0	339.3
Rayburn Companies, Inc.	Neil F & Laura G Smith	11/21/2019	FENCE	19-0389	512 E Osceola Ave	2,466.00	0	94.9
Ridgdill & Sons, Inc	J & M Properties	11/22/2019	DRIVEWAY	19-0390	115 Gloria St	70,000.00	0	443.3
Owner	Jared & Lindsay Sergent	11/26/2019	ACC-BLDG	19-0391	201 W Del Monte Ave	1,200.00	0	89.7
Total 24					Total	270278	0	3084.2

City of Clewiston Operating & Reserve Cash Balances

Account Name	Fund	Balance as of 9/30/2019
Operating Accounts		
General Fund Operating Accounts	001-	663,604.41
CRA Trust Account	101-	18,768.40
CRA Expansion Trust Account	102-	28,605.44
Library Checking Account	120-	149,551.66
Electric Operating Account	410-	89,409.46
Water / Sewer Operating Accounts	420-	2,536,552.21
Total Operating Accounts		**3,486,491.58**
Restricted Reserve Accounts		
General Fund Restricted Reserves	001	799,641.41
Electric Fund Restricted Reserves	410	939,183.00
Water / Sewer Restricted Reserves	420	3,611,366.22
Solid Waste Restricted Reserves	430	54,072.77
Total Restricted Reserve Accounts		**5,404,263.40**
Unrestricted Reserve Accounts		
General Fund Unrestricted Reserves	001	544,217.78
Electric Fund Unrestricted Reserves	410	1,043,990.03
Water / Sewer Unrestricted Reserves	420	264,502.94
Total Unrestricted Reserve Accounts		**1,852,710.75**
Total all Cash Balances		**10,743,465.73**