



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, May 18, 2020 – 5:00 p.m.

Call Meeting to Order

Virtual Meeting Instructions on How to Watch and/or Participate:

The City of Clewiston City Commission Meeting will be live on the City's Facebook page at <https://www.facebook.com/cityofclewiston> and the City's website at <http://clewiston-fl.gov/meetings>. Public comments or questions may be submitted via email to the City Clerk at cityclerk@clewiston-fl.gov for the Commission's consideration up until 12:00 p.m. on the day of the meeting. Public comments will also be allowed via telephone (Phone # 863-254-4038, Room # 994729) at the time the agenda item is being considered when the Mayor invites public comments. Members of the public, when addressing the Commission, via email or telephone, must state his or her name, address, contact information and agenda item they wish to speak about. Be advised that the Commission may take action on items not listed on the agenda. If this occurs, public comments will be received at the time the item is considered provided you speak up indicating your desire to speak when the Mayor invites public comments.

Statement of the Mayor regarding Virtual Public City Commission Meeting:

Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statutes. The members of the City Commission appearing remotely for this meeting are Mayor Mali Gardner, Vice Mayor Michael Atkinson, Commissioner Melanie McGahee, Commissioner Kristine Petersen and Commissioner Julio Rodriguez.

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

Public Comments

1. Consent Agenda

- A. City Commission Budget Workshop Minutes – August 5, 2019*
- B. City Commission Budget Workshop Minutes – August 6, 2019*
- C. City Commission Workshop Minutes – December 9, 2019*
- D. City Commission Meeting Minutes – December 16, 2019*
- E. City Commission Meeting Minutes – January 27, 2020*
- F. City Commission Meeting Minutes – February 17, 2020*
- G. Special City Commission Meeting Minutes – February 27, 2020*
- H. Proclamation – Community Action Month – May 2020*

Exhibit: Agenda Item No. 1A-H

Recommendation: Recommended motion is to approve the consent agenda.

RESOLUTIONS

- 2. Resolution No. 2020-31** – Resolution 2020-31 approves Work Order No. 22 of the Continuing Agreement for Professional Services Between the City of Clewiston and Johnson Engineering, Inc. for water main improvements to serve the commercial area south of the intersection of Commercio Street and Ventura Avenue.

Exhibit: Agenda Item No. 2

Recommendation: Recommended motion is approve Resolution No. 2020-31.

- 3. Resolution No. 2020-32** – Resolution No. 2020-32 approves an amendment to the US Army Corps of Engineers (USACE) and the City of Clewiston Utility Contract No. W912EP17C0037. The Septic to Sewer Project request is the Corps’ commitment to reimburse the city for costs associated with the design/build project as detailed in the City of Clewiston’s Continuing Agreement for Professional Services, Johnson Engineering Work Order No. 21. USACE Project Manager/Engineer Paul Jacques will be available to answer questions.

Exhibit: Agenda Item No. 3

Recommendation: Recommended motion is approve Resolution No. 2020-32.

- 4. Resolution No. 2020-33** – Resolution 2020-33 approves the award of the Lift Stations #21 and #24 Bypass Pump Improvements Contract to Boromei Construction, Inc. and authorizes the Mayor to execute the Contract on behalf of the City.

Exhibit: Agenda Item No. 4

Recommendation: Recommended motion is approve Resolution No. 2020-33.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

- 5. COVID-19 Update and Discussion** – City Manager Randy Martin
- 6. Old Business**
- 7. Departmental Monthly Activity Reports** - Presented for information only.

Comments from City Manager

Comments from City Attorney

Comments from the City Commission

Adjournment

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

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

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

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

Mary K. Combass, City Clerk



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CITY COMMISSION BUDGET WORKSHOP
Monday, August 5, 2019

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, August 5, 2019. The workshop 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.

City Manager Randy Martin opened the workshop and stated that budgets for the Library, Public Works Department and Streets will be discussed today and the budgets for Administration and Public Utilities will be discussed on August 19, 2019.

Library Director Natasha Hayes reviewed the Monthly Statistical Report with the Commission. She stated that everything is up to date as of yesterday and she is pleased with the department's progress and that they are projecting patron numbers to increase. Commissioner Rodriguez thanked Director Hayes for the work that she is doing at the Library.

Finance Director Shari Howell reviewed the Budget and Funding Summary for the Clewiston Library and State Library Grant Budgets with the Commission. She explained that the City's Library is a member of the Hendry County Cooperative that consists of the three libraries in Hendry County. Per the terms of an agreement with the county, the City administers the state library grant because the City has the only certified librarian out of the three libraries in the cooperative. She stated the total operating cost for the Library is \$367,656 with \$275,347 coming from the General Fund and \$92,309 supported by the State Library.

Director Howell reviewed the Budget Worksheet Summary for the Library Department 6060. She stated the 2% increase for Total Personnel is due to the employee merits and benefits increase. She noted that the city has been informed that the actual increase for health insurance is 5.5% rather than the originally projected 10% increase and those budgets which have already been discussed, will be adjusted. She stated the operating expenses increased because the utilities were moved into the General Fund and the expense for vehicle maintenance was reduced.

Director Howell reviewed the Budget Worksheet for the State Library Grant Fund 120. She stated the amount of this grant is based on the City's budget and typically 50% of the funding is spent on the Clewiston Library with 25% each going to the Barron Library in LaBelle and the Harlem Library.

Director Howell reviewed the Budget Worksheet Summary for the State Library Grant Department 6061. She stated the proposed expense budget is \$194,467 and includes a maintenance project to update the Cooperative's Device Management System. She noted the utilities expense was moved to the General Fund to allow for the update. She stated the one time cost for the update is \$5,976 or \$1,992 to each library and a re-occurring annual cost of approximately \$692 or \$231 to each library. Director Hayes then reviewed the project with the Commission and stated the cooperative would save approximately \$14,000 in six years.

Manager Martin stated that there is a formula for state funding and he is planning to research why the funding went down. He stated that if we improve patronage numbers, it may improve the funding. He also stated that the staff is also going to look at the results of a recently completed public survey to determine if the library is adequately meeting the public needs. He added that the times and number of days the library is open late may be adjusted to better meet demand. Mayor Gardner suggested that the Manager and Director look at cross training the staff. Manager Martin stated that Director Hayes would also like to assess library facility safety and security because of events happening in the world we live in. Mayor Gardner asked Manager Martin to evaluate all of the City's facilities in terms of safety and security.

The workshop recessed at 5:22 p.m. and reconvened at 5:26 p.m.

Manager Martin opened the discussion regarding the Solid Waste Department 7072 budget and stated that Director Howell has provided him with copies of the agreements with Hendry County and after his review of the agreements, we will have more discussions with Hendry County to see what options there are for the future particularly in the area of waste disposal and collection. Director Howell reviewed the budget worksheet for the Solid Waste Revenues. She stated this year's proposed budget is \$1,551,283 which is an overall increase of \$35,239 or 2% from last year's proposed budget. She noted the biggest reason for the increase is the carry forward. She stated that the revenue for commercial garbage collection was reduced and the revenue for roll-offs was increased to give a more accurate reflection of actual experience. Manager Martin stated that no rate increases are recommended at this time but we are planning to do an analysis to see if rates are sufficient after costs are reviewed for any potential efficiencies.

Director Howell reviewed the budget worksheet summary for the Solid Waste expenses. She stated that there is a decrease of \$13,911 in operating expenses based upon a tonnage expense reduction. The city has been advised to anticipate no increase in the current tipping fee. Director Howell discussed the terms of the interlocal agreements and explained that Hendry County charges a \$5 surcharge on top of tonnage to Lee County which generates approximately \$40,000 to \$50,000 each year. Manager Martin stated that he will discuss the use of these funds with Hendry County. Director Howell stated that Lee County, which provides landfill services to Hendry County, has their meeting to finalize whether rates for next fiscal year will remain the same tomorrow night with the results to be posted on their website. Mayor Gardner requested the link to the updated study be sent to the City Commission.

The Public Works Department budget was reviewed next. Commissioner McGahee requested that the parks information be broken down in order to see the expenses and usage associated with each park. Director Scheffler agreed to get that information to the Commission. He then confirmed

that all of the resurfacing for the 2019 Paving Project was completed. Manager Martin stated that the city needs to review the policy and expectations to address driveway apron improvements and suggested that the city plan to address the driveway aprons on Ventura Avenue at the same time the Ventura Resurfacing Project is done and then do a further assessment and determine how to address the others needing attention. A general discussion regarding the Ventura Resurfacing Project followed. Director Scheffler stated the resurfacing project grant preliminary plans currently include a 5' bike path with a 2' shoulder, street lighting and signage. Manager Martin asked the Commission to keep in mind that the City may need to focus a portion of its resources on drainage related to the project site in the future. Director Scheffler then informed the Commission that he discussed the possibility of expanding the area in the road right-of-way behind the Trinidad Park as one of the water quality feature sites with City Engineer Andy Tilton and they feel that South Florida Water Management District may give us credit for what we are treating because we would not be expanding the amount of impervious area very much.

Director Howell then reviewed the Budget Worksheet Summary for Public Works Administration (Department 7070). She stated the proposed budget is \$298,473 which is a 16% increase from last year's budget. She stated the increase is attributed to an allowance in the amount of \$3,800 for repairs to gutters on the south side of the Public Works/Utilities Maintenance facility and a capital request in the amount of \$25,000 for a wireless gate closer system in addition to the increase for employee merits and health, dental, workers comp and property casualty insurance expenses. Manager Martin added that staff is evaluating the possibility of sharing the cost for the gutter repairs and wireless gate closer system with the Utilities Department since both departments use the facility.

Director Howell then reviewed the Budget Worksheet Summary for the Public Works Central Garage (Department 7071). She stated the proposed budget is \$164,593 and there is no increase for this budget other than the anticipated employee benefits and an increase in utilities.

Director Howell reviewed the Budget Worksheet Summary for Public Works Streets (Department 7073). She stated the proposed budget is \$646,568 which is a 4% increase over last year's budget. She also stated the increase of \$8,000 in engineering expenses is based on a review of activity and noted there is a capital request in the amount of \$10,000 for a utility vehicle to spray herbicides. She also noted this budget includes a \$200,000 paving project, \$12,500 for striping and \$50,000 for hot spot paving. Director Scheffler noted there is nothing budgeted for any capital drainage improvements. Manager Martin stated the Commission may need to look to see whether any of the funding needs to be shifted in the future toward the Ventura project.

Mayor Gardner expressed her concern with Hendry County's paving project on Francisco Street because there are no lights for the pedestrian crossing across Francisco and she does not feel that bodes well for the planned paving project on W.C. Owen Avenue as our main thoroughfare for our children going to school, the U.S. Sugar mill which is our economic engine and the John Boy Auditorium. Manager Martin agreed to follow up with Hendry County on this matter.

Director Howell reviewed the Account Summary Budget Worksheet for Mosquito Control (Department 7076). She stated this department is supported by customer fees and the mowing

contracts with FDOT. She noted there is no change in the proposed budget from last year's budget and the total proposed budget is \$342,183.

Director Howell stated a budget workshop is scheduled to discuss the Police Department operations tomorrow at 4:30 p.m.

The workshop adjourned at 7:12 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk



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CITY COMMISSION BUDGET WORKSHOP
Tuesday, August 6, 2019

The City of Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Tuesday, August 6, 2019. The workshop was called to order at 4:31 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.

Police Chief Aaron Angell presented an overview of the police department to the Commission. City Manager Randy Martin stated that the Uniform Crime Report when prepared for submission to the federal government will be provided to the Commission on a regular basis going forward.

Finance Director Shari Howell reviewed the proposed budget for Animal Control. She stated this year's proposed budget is \$163,622 and noted that Hendry County pays 50% of the Animal Control budget. Commissioner McGahee asked if it was advantageous to the City to continue the agreement with Hendry County regarding animal control and expressed that she feels there is so much that the City does that seems to be unfavorable for the City in the unincorporated areas served. Manager Martin stated it was his recommendation that all the service agreements with Hendry County be reviewed collectively in order to determine the best long term solutions. Director Howell stated the reduction in personnel cost was due to the changes in staff during the year. She also stated there is a capital request in the amount of \$10,000 for cameras to be installed at the facility. Manager Martin stated that Chief Angell is working with the City's IT Administrator to improve communication capabilities and security and that it was desirable to improve the outside appearance of the facility.

The Police Department budget was discussed next. Director Howell reviewed the proposed revenues for the police department and stated the total support from fines and forfeitures proposed for the police department is \$27,900. Mr. Martin said staff will attempt to get information from the Hendry County Clerk's office on how the amount for fines and forfeitures is determined. Chief Angell reviewed the state law enforcement radio system status and stated that the police department is the only public safety entity in Hendry County that is not able to communicate with the other public safety entities in the community other than the fire department. He added that because there is a tremendous amount of liability, he wants to address this deficiency as a priority moving forward. He stated that to his knowledge, the City has never been able to utilize any of the County Communications funds to fund a communications project. Mayor Gardner noted that other cities have realized that they are missing out on those funds and have asked that it be addressed at the state level. Chief Angell stated the interlocal agreement that defines how those

funds can be used now includes the City as a party to the agreement so that the City can receive and use those funds for various communications projects. Director Howell stated that in addition to the \$27,900 total proposed support, \$22,000 from the law enforcement trust fund is budgeted as a transfer from reserves to be earmarked for a communications project. Commissioner McGahee stated that she would like to look at the Police Department budget as a whole. She noted that Brooksville closed its police department last year and let the sheriff assume the responsibilities at a savings of about \$900,000. She stated that she would like to use the tax dollars in the most efficient way that we can and wants to hear why the City Police Department is needed. Mayor Gardner stated that it has been looked at and most cities regret giving up their police department because the service is not the same and the cost ends up higher. She feels the statistics and data will show that we should keep the police department. Manager Martin stated that whatever we do, it will not change the upcoming year's budget. He stated that you need to have a very broad view of the service levels and look at growth statistics. Chief Angell stated that he has data on his officers' response outside the City and agreed to provide the data to the Commission. Manager Martin stated that these discussions should begin after the budget approval. Director Howell then reviewed the proposed expenses for the police department and stated the proposed budget is \$1,974,729. It was noted the increase for travel and training is related to the employee turnover in the department and the increase for telephone and utilities is associated with the move to the new building. It was also noted that building and vehicle maintenance costs were increased. Manager Martin stated that he and Chief Angell have discussed returning to a rotation to replace vehicles in the next couple of years. Mayor Gardner added that there needs to be a discussion about the old facility. Manager Martin stated that he needs to get in to look at the facility and evaluate options during the coming year.

Mr. Jerry Cochrane came forward with questions regarding the \$22,000 transfer from reserves. Chief Angell stated those funds were generated through the fines and forfeiture program and explained that the City does not have the resources to manage seizures and forfeitures as we would need full time legal staff to do that. Mr. Cochrane expressed that he feels we should take a hard independent look at whether the City police department is needed. He also expressed that he feels the City should ask for a patrol schedule from Hendry County. Vice Mayor Atkinson stated that he feels the City should receive funding from Hendry County for recreation and roads. Mayor Gardner noted that Hendry County designated Francisco, W.C. Owen and Sonora as collector roads. She stated that she does not believe that FDOT studied the traffic congested areas and expressed that she feels we need to look at that because we have school buses on those non-collector roads.

The workshop recessed at 5:47 p.m. and reconvened at 5:51 p.m.

The proposed budget for the Golf Course was discussed next. Golf Director Robbie Rush introduced Clyde Carter and Golf Course Advisory Board Members Miller Couse and Joe Whitehead. Director Howell reviewed the Rounds of Golf Year to Year Comparison for FY 2019 and Director Rush reviewed the tournament schedule for 2019-2020. Director Rush stated that the J. Nelson Fairbanks Tournament, that generated approximately \$40,000, will no longer happen. He also stated that he is putting another tournament together to replace it to benefit the course. Manager Martin stated that the indication from U.S. Sugar is that their support will be more generous than it was with the Fairbanks tournament. He also stated that their support this year

will start with a piece of equipment in the amount of \$35,000 and we hope they will help with the cost to upgrade the irrigation system, which is estimated to be \$130,000. Commissioner Rodriguez asked if Manager Martin will be looking to see if there are ways to generate more revenue. Manager Martin stated affirmatively and as an initial step that there is a recommendation in the proposed budget to increase the charges. Commissioner McGahee stated that she would like to know the number of City permanent and seasonal residents that use the golf course so that we can defend why we have that amenity. Commissioner Petersen requested information showing the seasonal membership and regular membership from 2016 to 2019. Commissioner McGahee explained that the Commission has to budget based on priority and expressed to Director Rush that he has to help them justify the cost so that they can defend the support. Mr. Miller Couse noted there are three different high schools that play and practice at the golf course. Commissioner Rodriguez stated that the course needs more daily play and noted that it is more active now than it has ever been. Mr. Clyde Carter expressed that he feels the hourly salary rate for golf course employees is too low and you have to make improvements to the course to get more play. Director Howell reviewed the part time and full time rates for the groundskeeper positions and stated that the rates are in line with the rates for a comparable job at U.S. Sugar although the rate increases each time the U.S. Sugar employee learns to use a different piece of equipment. Director Rush stated his needs to operate the course are equipment, golf carts and manpower. Manager Martin noted that keeping employees is a challenge. He also noted that someone certified to handle chemicals is needed and stated that we have a plan to address the immediate needs and then we have to work on the personnel. Commissioner McGahee asked if we could maintain the course with what we've got. Director Rush's response was that we can with the proposed budget. Manager Martin stated the first purchase of equipment is not reflected in the proposed budget but will go a long way with the condition of the fairways and Director Rush is working hard to fill the position vacancies. He also stated that Director Rush needs to stop trying to do so much himself and get the positions filled so that he can focus on his job. Commissioner Rodriguez asked if the number of tournaments hurt us because they limit the play. Director Rush stated he raised the tournament rates to offset the cost of the loss of revenue that we would make on a Saturday during the season. He stated that he would guess the maximum number of annual rounds for an 18 hole course would be 18,000. Manager Martin explained that when the course gets busier, more people are needed to manage it. Commissioner McGahee expressed that she would like to have a smaller and better golf course if that is what we need to do.

Director Howell reviewed the Budget Worksheet Summary for the proposed Golf Course Revenues. Manager Martin noted that to be conservative the proposed revenues do not project increased play. Commissioner Petersen stated that she would like to see what we can do to get more memberships. Director Rush reviewed the membership incentives that are offered. Mayor Gardner noted that there was a previous discussion that the Country Club and Sikes Park rental agreements need to be reviewed and asked Manager Martin to review the Country Club agreement to see if there could be a mutual benefit. Director Howell stated the replacement of the golf cart fleet and three pieces of equipment consisting of a golf picker, rough mower and fairway mower are built into this budget and after utilizing the estimated trade-in value of \$50,000 for the existing golf cart fleet, a 5 year loan in the amount of \$246,000 is proposed to purchase the golf cart fleet replacement and equipment.

Director Howell next reviewed the Golf Course Positions worksheet and noted the Grounds Supervisor and Supervisor of Turf Grass positions are now frozen. She reminded the Commission that positions for a Full Time and Part Time Groundskeeper were approved this year when the Supervisor of Turf Grass position was frozen. She stated that Director Rush is now asking for a Part Time Mechanic which would not be a cost increase to his personnel because of the loss of some long time employees. She stated the variance in this year's proposed budget and last year's budget for personnel is \$18,082. She added that Director Rush would like to take that money and move it to contractual services to hire a contractor for turf management. She then reviewed the Budget Worksheet Summary for the proposed Golf Course expenses. She noted that \$15,000 was added for contractual services for the turf management contractor; the expense for repair and maintenance was decreased due to the anticipated replacement of the golf cart fleet; there is a maintenance project for a new roof for the pro shop building; the capital request for the golf cart fleet replacement and equipment is included along with the estimated principal and interest for the loan or lease for that equipment; and there is a transfer to capital reserves in the amount of \$14,060.

Mr. Joe Whitehead came forward and stated that if the City did not have the lake and golf course, there would be no reason for people to come to Clewiston. He also stated that he doesn't know where charities would be able to get the kind of money they receive from the golf tournaments. He asked how much money is spent at the softball and baseball fields when they are only used three months each year. He noted that people in the community have donated their time and materials to the golf course. Mayor Gardner thanked Mr. Whitehead for his comments and stated that she feels if we are going to have a golf course, we have to take care of it.

Mr. Clyde Carter came forward and suggested the City try to get the County to contribute to the golf course. Manager Martin noted that we are providing an amenity that helps the economic development of the County. Mr. Whitehead stated the facilities at Sugarland Park are not being used for the care that is being given to them. Manager Martin noted there has been discussion about less seasonal use and expanding the play through tournaments at Sugarland Park. He also noted that this is the 90th anniversary of the golf course and in ten years we could celebrate a century of golf in Clewiston. He added that we do have certain responsibilities in maintaining public assets. Mayor Gardner stated that she feels it is important to keep what we were given and entrusted with.

The workshop adjourned at 7:27 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk



CITY OF CLEWISTON
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CITY COMMISSION WORKSHOP

Monday, December 9, 2019

The City of Clewiston City Commission held their regular workshop in the City Hall Commission Chambers, Monday, December 9, 2019. The meeting was called to order at 5:00 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.

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin stated that under the City Manager’s report he will be bringing up some items including the C-21 Bridge Project Change Order for the engineering work and the Johnson Engineering Work Order for the Ventura Project. He stated that he will also provide a brief update on the Task Force Meeting that he attended today. He noted that for Monday’s meeting, the C-21 Bridge Project Change Order would be placed on the agenda after the C-21 presentation and the Work Order for the Ventura Project would be added as a new agenda item.

Public Comments - none

Upcoming Items (Tentative December 16, 2019 City Commission Meeting Agenda Items):

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

Manager Martin stated that this presentation is for the December 16, 2019 City Commission Meeting. Commissioner McGahee expressed that she liked the presentation and feels it is nice to have the information available. Chief Angell stated that he feels they are going in the right direction. The Manager restated that this presentation will be made available to the Commission going forward each time it is updated for the federal government.

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

Manager Martin stated that he, staff and City Engineer Andy Tilton recently visited the project site at the South Bay location that is currently being completed by the same contractor that will be doing the Clewiston area work, and they feel the Commission should see the video presentation that was shared with them. He also stated that Engineer Tilton will make a formal presentation on the C-21 permit status at Monday’s Commission Meeting.

Mayor Gardner noted there is a change order in the amount of \$16,800 and asked if it had been reviewed by City Attorney Brandenburg. Attorney Brandenburg stated that he will continue his review for Monday's meeting. Commissioner McGahee requested Manager Martin to keep the Commission abreast of how the project progresses with design and when and if the Commission can have any input into the architectural design of the bridge. City Engineer Tilton came forward and stated the updated FDOT design work with information on the options for the types of finish and upcharges will be coming to the Commission soon. Commissioner McGahee stated that she would like to see all of the options and agreed to go to the meetings with Engineer Tilton. Engineer Tilton stated that there is no landscaping on this project. He noted that trees could be planted in front of or adjacent to the bridge at ground level in the future and FDOT's approval is not needed for that. He stated that it is his understanding that the major reason for choosing the MSE walls was that it reduced the footprint so that the loss of parking was minimized. Vice Mayor Atkinson added that another reason MSE walls were chosen was for maintenance of the slopes. Public Works Director Sean Scheffler stated the Corps of Engineers may need to be involved because they're not happy about the trees that are planted in the picnic area because the roots of the trees channel the water through. Engineer Tilton stated that the trees could be planted on the South side of the canal and noted that we could maybe find help in looking at a program in California that removed trees within a certain number of feet of a dike or dam that was stopped. Commissioner McGahee suggested that we look at the revitalization of this area at the same time of this project. Mayor Gardner announced that she and Manager Martin will be meeting with FDOT District 1 Secretary, L.K. Nandam in Clewiston on January 24, 2020 and is willing to cut her time short with him if any of the other Commissioners would like to meet with him also.

- 3. Ordinance No. 2019-09 – Public Hearing – Final Reading** – 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.

Manager Martin stated the survey on the property has been received and the advertisement of the public hearing has been made. Mayor Gardner asked if this ordinance prohibits the trees from being taken down. Attorney Brandenburg suggested adding language stating that the property may only be improved with landscaping or existing tree removal in accordance with a plan approved by the City Commission or adding a paragraph that existing trees will not be removed. Commissioner McGahee stated that Exhibit A should be revised to reference the Johnson Engineering sketch and she feels the corner of Parcel A should also be cut like the corner of Parcel B on the sketch. She also expressed that she wanted to make sure that we don't have any issues with where the property lines lie with improvements or encroachments. Manager Martin confirmed that there are no remaining issues in this regard.

- 4. City of Clewiston Comprehensive Emergency Management Plan Update**

Manager Martin stated that a meeting was held today with Commissioner Petersen and Attorney Brandenburg regarding the Emergency Management Plan before this workshop

meeting. Attorney Brandenburg stated that we are on schedule to present a plan to the Commission at Monday's meeting.

- 5. Award of the 2020 Grounds Maintenance Contracts for Areas A and B** – The City advertised a Request for Bids for the 2020 Grounds Maintenance Contract in the Okeechobee News on November 27, 2019. Bids will be received and opened on December 11, 2019. Staff will have a recommendation at the December 16, 2019 Commission Meeting.

Manager Martin stated once the bids are received and reviewed, staff will have a recommendation at Monday's meeting. Manager Martin noted that Areas A and B are divided by US 27.

- 6. Authorization of Altec AT41M Bucket Truck Purchase** – Staff is seeking Commission's approval of a purchase contract for an Altec AT41M bucket truck in the total amount of \$159,422. Pricing is per Sourcewell (formerly NJPA) specifications. Note: \$160,000 is budgeted for FY 2019-2020 for this item.

Utilities Director Danny Williams stated that we received \$72,500 for the big bucket truck that was auctioned off and noted that we were only expecting to receive \$40,000-\$50,000. Manager Martin stated that on other auctions going forward, we are going to keep the flexibility of doing these through the national auction agencies.

- 7. Resolution No. 2019-82** – Resolution No. 2019-82 adopts amendments to the budget for FY 2019-2020.

Finance Director Shari Howell reviewed the budget amendments with the Commission.

- 8. Authorization of Irrevocable Standby Letter of Credit Renewal with First Bank for two one-year periods** – The Letter of Credit in the amount of \$28,236 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).

Attorney Brandenburg reminded Mayor Gardner that she is not able to participate in the discussion of this item. Manager Martin stated that the letter of credit will be in place for as long as the sign exists up to thirty years.

- 9. Approval of FDLE Grant Adjustment Number 9** – Florida Department of Law Enforcement Adjustment Number 9 to Grant Number G1619 for the Police Station Renovation Project revisions to 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.

Finance Director Howell reviewed the grant and the items that have not been completed with the Commission. She explained what has been expended and received from FDLE and noted that we will have approximately \$15,827 in unexpended grant funds. She stated that the

curbing needs to be repaired and the thought was to use those funds to repair the curbing. Public Works Director Scheffler suggested the funds could alternatively be used for the air conditioning with the curbing items handled in house. Commissioner Rodriguez asked if any additional City revenue was used for this project. Director Howell responded that there was \$22,389.50 in local expenses years ago that we were not able to include in either of the grants for the police station project.

10. Ventura Avenue Continuing Agreement for Professional Services – Manager Martin stated that we need to move on this project expeditiously to get it done by the end of June. Engineer Tilton came forward and confirmed this project will include the drainage system design and the overlay and milling resurfacing of the project. He added that the street lights are not included in the design but could be added at a later time. Manager Martin noted that we will be pursuing funding for the drainage. Public Works Director Scheffler stated the plan is to put the concrete pipe under the road so that there will be no damage to the road when the drainage project is done. He confirmed the paving from Deane Duff to S. Francisco is expected to happen in 2020, the extension of paving to WC Owen could be from additional funding or part of the 2020 paving project, street lighting and landscaping is not included but conduits will be put in the road for this purpose in the future. Commissioner McGahee raised questions about how this job is given to Johnson Engineering and how do we know if the fees are reasonable. Attorney Brandenburg explained that the current contract with Johnson Engineering provides for a task order for additional work. He then explained under the State of Florida Competitive Negotiation Act, when you put out engineering work for bid to award those main contracts, you don't look at the fee proposal, you look at hiring the most qualified firm, then once you have that firm on board, you negotiate a fee schedule with that firm and pursuant to that fee schedule, this task is awarded. Engineer Tilton explained how the fee was put together and stated that he could get a copy of the record that was used. Commissioner McGahee then asked for an update on the driveway aprons paving. Manager Martin recommended that we include the driveway apron paving on Ventura Avenue as an alternate at the same time the Ventura Avenue Road Resurfacing Project is done. Mayor Gardner stated that it was her understanding that at the time the City resurfaced roads, the property owners in that area would be asked to pave their aprons. Manager Martin stated that has been part of the practice in some projects but not all and going forward we plan to be consistent on that practice. It was noted that the driveway aprons need to come with the drainage project. Commissioner McGahee asked that we have a clear plan on what we are going to do. Vice Mayor Atkinson stated that he will follow up with Margaret Wuerstle from the Regional Planning Council to see if there is any drainage funding available. Manager Martin agreed to participate in the contact with Ms. Wuerstle. It was agreed the current ordinance for driveway apron paving would be addressed at the January 2020 meeting. Engineer Tilton confirmed that no curbing is included in this project.

11. 2020 City Commission Workshop/Meeting Schedule

Commissioner McGahee stated that she feels the workshops should also be livestreamed because most of the discussion is at the workshops. After discussion, it was agreed that one meeting per month would be scheduled for each of the first three months going forward and

workshops would be scheduled as needed. If desired, the schedule could be modified in the future.

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

Comments from City Manager – Manager Martin shared and reviewed the FDOT M-CORES information from today’s Southwest-Central Florida Corridor Task Force Meeting with the Commission. He stated that M-CORES acronym stands for Multi-use Corridors of Regional Economic Significance and the Southwest-Central Florida Corridor is one of the three designated corridors in Florida and encompasses Hendry County which includes Clewiston.

Comments from the City Attorney – City Attorney Gary Brandenburg stated that there was a mediation regarding the Cerda case and the case was settled by the insurance company. He also stated the City got everything it wanted without any cost. Community Development Director Travis Reese stated that the building associated with the Cerda case is vacated and will not be re-occupied until it is deemed to be safe. He further stated that we are hoping to have another ordinance that addresses vacant buildings coming soon so the Commission will have to make a determination on the building’s use. Code Enforcement Officer Debbie McNeil asked if it is legal to move forward on violations regarding further deterioration that causes blight since the case has been settled. Attorney Brandenburg asked Officer McNeil to send the proposed violations to him to review. After discussion, Attorney Brandenburg stated the City’s codes regarding vacant unused commercial property could be amended. Mayor Gardner noted that the same owner has a mobile home park, other open businesses, other rental facilities and a lot that she believes is also being used as a business in the City. After a brief discussion, the Commission directed Manager Martin to look at code issues with Walmart, KFC and Sweet Lake Villas to see how those issues should be addressed. Attorney Brandenburg stated that the City’s codes can be enforced to make existing commercial buildings go back and refurbish the landscaping they were required to have when they were initially approved. Manager Martin confirmed that a workshop is planned for January to discuss code enforcement goals.

Comments from the City Commission - Mayor Gardner expressed her concern that she has observed businesses along the highway that look as if someone is living there. Attorney Brandenburg stated that commercial business owners are allowed to run their business 24/7 if they want and that you need to look at what other incidences of residential use are going on. Mayor Gardner stated that she will give her observations to Manager Martin.

Commissioner McGahee stated that she thought the Commission was going to receive a report on the sidewalk grant tonight. Manager Martin stated that they are planning to give the Commission some additional information along with a copy of the grant application. He also stated that Compliance Manager Lynne Mila asked him to communicate with the Commission and anyone else who may be able to write letters of support for the grant. Commissioner

McGahee stated that she believes the person writing the grant is required to attend a 3-hour training. Compliance Manager Mila confirmed that she received the training at a workshop.

Commissioner McGahee requested that City Clerk Combass provide an update of the outstanding items or tasks to the Commission.

Adjournment

No official action was taken on any item.

The Workshop adjourned at 6:40 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
December 16, 2019

The City of Clewiston City Commission held its regular Commission Meeting in the City Hall Commission Chambers Monday, December 16, 2019. The meeting was called to order at 5:00 p.m. by Mayor Gardner. Mike Pittman of Cross Training Ministries 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, Utilities Director Danny Williams, IT Administrator Justin Lucas, Compliance Manager Lynne Mila, Public Works Director Sean Scheffler, Police Chief Aaron Angell, Code Enforcement Officer Debbie McNeil, Community Development Director Travis Reese and City Engineer Andy Tilton. City Attorney Gary Brandenburg joined the meeting at 5:03 p.m.

Visitors Present: Ashleigh Simmons, Laura Smith, Bob Shearman, Steve and Norma Schneider, Matt Beatty, Jerry Cochrane, Mike Pittman, Jonathan Stryker, Ivan Valdes, Christine Howell and Donnie Hughes

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin stated that the agenda needed to be amended to consider a request for approval authorizing a City letter of comment regarding the study underway by the U.S. Army Corps of Engineers related to Lake Okeechobee operations. Mayor Gardner stated that it will be added as Agenda Item No. 10A.

Public Comments – none

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*

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

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.

Mayor Gardner opened the public hearing and summarized and read Ordinance No. 2019-09 by title. She asked if anyone had any comments. After hearing none, she closed the public hearing.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Ordinance No. 2019-09 on final reading. Vote 4 yeas, 1 nay (Commissioner McGahee voted nay.)

PRESENTATIONS

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

Police Chief Aaron Angell reviewed the January – June 2019 Semiannual Crime Report with the Commission. Manager Martin stated that this review will be a regular process. Chief Angell confirmed that a grand opening of the new police station will be held once they are ready. He stated that they will be looking at their policies and procedures to see how they can improve in their practices. He then presented a video on the accreditation process. Manager Martin applauded Chief Angell's efforts and stated that he encouraged him and is pleased that the department has set accreditation as a priority goal. He also stated that he will be doing an administrative review of our practices and policies in the police department and several other departments.

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

City Engineer Andy Tilton updated the Commission on the Herbert Hoover Dike Cutoff Wall Project. Mayor Gardner requested the presentation videos be uploaded to the City's website. Commissioner Rodriguez expressed his concern with the care of the city access roads to the site during the project. Manager Martin stated that the contractor has agreed to repair any damage to the roads caused by the project. He also stated that Public Works Director Sean Scheffler rode the streets that would possibly be used for the project with the project manager and has a thumb drive containing a video of the current status of street conditions for the street sections that will be used by the contractor. Mayor Gardner asked Manager Martin to keep up with the use of the streets and let the Commission know if there are any issues. Commissioner McGahee stated the ultimate goal is to make the community safer by securing the levee and asked the public to be patient. Director Scheffler stated the contractor has been very accommodating. Vice Mayor Atkinson suggested Director Scheffler periodically monitor the truck routes that are actually taken during the project.

Engineer Tilton then reviewed the C-21 permit status and stated that FDOT, engineer and city staff are in the process of developing specifics for inclusion in a contract and schedule for this project. At Commissioner McGahee's request, Engineer Tilton agreed to get prepare a sketch depiction of what the bridge should look like when it is finished.

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.

Manager Martin reviewed the agenda report and Mayor Gardner summarized and read Resolution No. 2019-87 by title. Manager Martin stated that we are having discussions with FDOT about including as eligible costs the additional costs associated with design and engineering.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-87. Vote 5 yeas, 0 nays

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.

Mayor Gardner summarized and read Resolution No. 2019-88 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Resolution No. 2019-88. Vote 5 yeas, 0 nays

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.

Mayor Gardner summarized and read Resolution No. 2019-89 by title.

Commissioner Petersen made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-89. Vote 5 yeas, 0 nays

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.

Manager Martin reviewed the agenda report and Mayor Gardner summarized and read Resolution No. 2019-90 by title. Finance Director Shari Howell confirmed that \$403,000 in

grant funding was received. Commissioner McGahee asked if we could do a less expansive area and do a better job and include the drainage and driveway aprons. Engineer Tilton stated that it would be difficult to make adjustments to the scope of the project at this time. Mayor Gardner noted that we can continue to apply for funding each year to enhance Ventura. Engineer Tilton stated that the City could approach FDOT with a revised budget on this project and possibly receive additional monies. Commissioner McGahee requested that we make sure FDOT knows we recognize that we may have a problem in terms of available funding and Manager Martin agreed to do so.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-90. Vote 5 yeas, 0 nays

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.

Mayor Gardner summarized and read Resolution No. 2019-91 by title. Vice Mayor Atkinson expressed that he feels the same contractor should design the entire project including the drainage. Engineer Tilton stated that their anticipation was that the design and permitting would be for the entire project and if a portion had to be built at a later or earlier date, it could be done.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-91. Vote 5 yeas, 0 nays

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).

Mayor Gardner turned the gavel over to Vice Mayor Atkinson and abstained from discussion. Manager Martin reviewed the agenda report.

Commissioner Petersen made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-92. Vote 4 yeas, 0 nays (Mayor Gardner abstained from discussion and voting.)

Vice Mayor Atkinson passed the gavel back to Mayor Gardner.

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.

Manager Martin reviewed the agenda report and recommended approval of the contract award. He stated that the staff would do an assessment and compare costs to alternative contracting options before we bid this service again in the future. Director Scheffler confirmed that A Leaf Above is a local contractor. He stated that he reviewed their certificate of insurance and business tax receipt and received favorable comments from the references that were given. He also stated that their equipment looked new and well taken care of and he feels the contractor can fulfill the requirements of the job. Vice Mayor Atkinson expressed his concern with the difference in the amount of the low bid and the other bids for Area B. Director Scheffler stated that he spoke to the contractor with the low bid and was assured that that he is confident with his bid.

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.

Mayor Gardner read Resolution No. 2019-93 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-93. Vote 5 yeas, 0 nays

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.

Mayor Gardner summarized Resolution No. 2019-94. Director Scheffler stated that he has six years' experience with IVG Corp and has no problem recommending them for this contract.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2019-94. Vote 5 yeas, 0 nays

Mayor Gardner and Director Scheffler thanked Cross Training Ministries, Inc. for their grounds maintenance service to the City over the years. Mayor Gardner noted they do many other services in the City as a non-profit organization. Mike Pittman of Cross Training Ministries stated that they have enjoyed working with the City. Director Scheffler stated his experience working with Cross Training Ministries has been exceptional.

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.

Manager Martin reviewed the agenda report with the Commission. Utilities Director Danny Williams confirmed that he prefers to keep the new pump previously installed in place and retain the refurbished pump in stock as a spare.

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.

Mayor Gardner read Resolution No. 2019-95 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-95. Vote 5 yeas, 0 nays

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.

Mayor Gardner read Resolution No. 2019-96 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Rodriguez, to approve Resolution No. 2019-96. Vote 5 yeas, 0 nays

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

10. City of Clewiston Comprehensive Emergency Management Plan Update

Manager Martin noted that a committee reviewed a draft of the plan prepared by City Attorney Gary Brandenburg. It was noted the members of the committee were Community Development Director Travis Reese, City Manager Randy Martin, Commissioner Kristine Petersen and City Attorney Gary Brandenburg. Attorney Brandenburg stated the suggested changes by Community Development Director Travis Reese are marked in the updated draft. He also stated that he has no problems with the changes. He noted that the "Special Needs Population" information on page 6 needs to be updated or deleted. Commissioner McGahee suggested that it be deleted and the Commission agreed. Attorney Brandenburg recommended the Commission tentatively approve the plan with the "Special Needs Population" section deleted and instruct staff to send it on for review by Hendry County and the State of Florida.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson, to tentatively approve the City of Clewiston Comprehensive Emergency Management Plan with the "Special Needs Population" section deleted and to instruct Community Development Director Travis Reese and City Attorney Gary Brandenburg to send it for review by Hendry County and the State of Florida. Vote 5 yeas, 0 nays

After the vote, Vice Mayor Atkinson asked if Manager Martin had any emergency management director training. Manager Martin responded that he has experience in working in the management role as the emergency management director and he has had local training for administrative officials as well as elected officials and will be seeking more training. He then thanked Attorney Brandenburg for taking the lead to get this updated plan taken care of quickly.

- 10A. Authorization for City letter of comment regarding the study underway by the U.S. Army Corps of Engineers related to Lake Okeechobee operations** – Mayor Gardner stated the U.S. Army Corps of Engineers is requesting comments in regards to recovering the operating plans of Lake Okeechobee and noted that December 20, 2019 is the deadline. Manager Martin stated that he feels the City’s response should follow the Corp’s engineers’ recommendation that the lake level should be 12-15 feet and not resort to levels above or below that range. Mayor Gardner stated that she will help with the draft of the letter.

Commissioner Rodriguez made a motion, seconded by Vice Mayor Atkinson to authorize a letter of comment regarding the operating plans of Lake Okeechobee. Vote 5 yeas, 0 nays

- 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.

Attorney Brandenburg reviewed the shade meeting process. He stated that a court reporter, the Commissioners, himself, Manager Martin and Robert Shearman, who is representing the City through Public Risk Management, will be attending the shade meeting regarding the matter of Clewiston Commons v. City of Clewiston and the same personnel other than Robert Shearman will be attending the shade meeting regarding the matter of City of Clewiston v. Johnson-Prewitt & Associates, Inc. He also stated that sealed transcripts of the shade meetings will be kept by the City Clerk until the litigations are completed. He urged the Commission to recess the meeting until both shade meetings are completed.

Mayor Gardner recessed the meeting at 6:42 p.m. and then reconvened the meeting at 8:18 p.m. after the two shade meetings were complete.

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

Comments from City Manager - none

Comments from City Attorney - none

Comments from the City Commission – Commissioner Petersen and Mayor Gardner wished everyone a Merry Christmas and Happy New Year. Mayor Gardner stated that, as John Wellslager said at the Annual Chamber Dinner, she wishes we all have a perfect vision for 2020. She also reminded everyone that the Annual Christmas Chamber Social at First Bank is this Thursday at 5:30 p.m.

Adjournment

The meeting adjourned at 8:20 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
January 27, 2020

The City of Clewiston City Commission held its regular meeting in the City Hall Commission Chambers Monday, January 27, 2020. The meeting was called to order at 5:00 p.m. by Mayor Mali Gardner. Mayor Gardner asked that we offer a moment of silence to remember that today is the 75th anniversary of the Liberation of Auschwitz by American and allied troops. After the moment of silence, the audience joined in reciting the Lord's Prayer and Breanna Holcomb led us in 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, Compliance Manager Lynne Mila, Michael Cox, Adelys Valles, Axel Navarro and City Attorney Gary Brandenburg.

Visitors Present: Laura Smith, Nicole Reid, Matt Beatty, Hendry County Sheriff Steve Whidden, Raoul Bataller, Steve Schneider, Asa and Betty Godsey, John Wellslager, Mark Deitz, Mike Moore, Brenda and Breanna Holcomb and Jerry Cochrane.

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin requested that Agenda Item No. 8 be removed from the agenda as he feels it would be premature to act on that matter as there are questions that have been raised and he has not had an opportunity to discuss it with the County administration to get their input.

Public Comments – none

1. Consent Agenda

- A. *City Commission Meeting Minutes – September 9, 2019*
- B. *City Commission Workshop Minutes – September 23, 2019*
- C. *City Commission Meeting Minutes – September 23, 2019*
- D. *City Commission Workshop Minutes – October 14, 2019*
- E. *City Commission Meeting Minutes – October 21, 2019*
- F. *Event Application – Hendry County Fair & Livestock Show – February 11-16, 2020*
- G. *Event Application – Mason's Puzzle Inc. Autism Awareness Walk – April 4, 2020*
- H. *Resolution No. 2020-01 – adopts amendments to the budget for FY 2019-2020*

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

Recognition of 2019 Employees of the Year – Adelys Valles – Police Department; Axel Navarro – Public Works; and Michael Cox – Utilities Department.

Mayor Gardner introduced the 2019 Employees of the Year and thanked them for a job well done.

FMPA Financial Analysis and Rate Stabilization Policy Study Presentation – Navid Nowakhtar, FMPA Resource and Strategic Planning Manager, and Ann Beckwith, FMPA Regulatory and Rates Specialist

Mayor Gardner introduced Navid Nowakhtar and Ann Beckwith with FMPA. Manager Martin reminded the Commission this analysis and study is something that was set as a priority during the budget discussions. He expressed his appreciation to FMPA for their timely review which will help in the preparation of the City's next budget cycle. He stated that management will make specific recommendations for action at a later date. Mr. Nowakhtar presented the information to the Commission. Manager Martin stated that he is pleased with the capital outlay projections on the Advanced Metering Infrastructure (AMI) Project and is planning an update on that project for the next meeting. He stated that as the process goes forward, staff will be considering the rate observations, making recommendations for implementing the findings of the study and developing a comprehensive formal CIP for the electric utility. At Commissioner McGahee's request, staff agreed to forward information on the various rate classes received from FMPA to the Commission. Manager Martin stated that he also asked staff to look at the trend analysis so that we can have a recommendation for a formal rate stabilization policy. He stated he hopes to have a draft of the policy for consideration at the March 2020 meeting and confirmed that it is important to also have completed in the coming months the water and sewer rate study. Director Williams confirmed the water and sewer rate study is expected to be ready in time for the March 2020 meeting. Manager Martin agreed to develop a budget workshop schedule for planning Commission workshops and meetings in the near term.

Presentation regarding Flooding and Flood Risks: Undergoing a Map Change – Community Development Director Travis Reese

Community Development Director Travis Reese stated that new flood maps will be effective May 15, 2020. He reviewed the flood map history and recent changes on the new maps with the Commission. Mayor Gardner inquired about further FEMA review of flood risk and flood zone designations since FEMA didn't take the local system of pumps and canals into consideration in their 2015 analysis? Director Reese's response was that staff has started and will be continuing those conversations. Mayor Gardner requested that the Director's presentation at this meeting be uploaded to the City's website.

RESOLUTIONS

- 2. Resolution No. 2020-02** – Resolution No. 2020-02 approves Grant Agreement Number LPA0006 between the Florida Department of Environmental Protection and the City of

Clewiston. Execution of this “reimbursement grant” makes the \$381,032.00 FY2020 appropriations funding available for the Clewiston Storm Spill Prevention Project.

Manager Martin reviewed the agenda report and Mayor Gardner read Resolution No. 2020-02 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Resolution No. 2020-02. Vote 5 yeas, 0 nays

3. **Resolution No. 2020-03** - Resolution No. 2020-03 approves and authorizes the Mayor to sign Change Order No. 1 from Edgewood Landscape for the US27/Sugarland Highway Phase 3 Beautification Project. Change Order No. 1 adds the expense of irrigation equipment/staff to water the trees included in phase 3 of the project.
4. **Resolution No. 2020-04** - Resolution No. 2020-04 approves the Final Payment to Edgewood Landscape for the US27/Sugarland Highway Phase 3 Beautification Project, funded with the Florida Department of Transportation (FDOT) Beautification Contract No. G1584 (\$99,975) pending receipt of contractor’s final release of lien.
5. **Resolution No. 2020-05** - Resolution No. 2020-05 approves and authorizes the Mayor to sign Change Order No. 1 from Edgewood Landscape for the US27/Sugarland Highway Phase 4 Beautification Project. Change Order No. 1 adds the expense of irrigation equipment/staff to water the trees included in phase 4 of the project and deducts one (1) tree/irrigation per unit cost.
6. **Resolution No. 2020-06** - Resolution No. 2020-06 approves the Final Payment to Edgewood Landscape for the US27/Sugarland Highway Phase 4 Beautification Project, funded with the Florida Department of Transportation (FDOT) Beautification Contract No. G1585 (\$99,975) pending receipt of contractor’s final release of lien.

Manager Martin reviewed the agenda reports for items 3, 4, 5 and 6 and Mayor Gardner summarized Resolution Nos. 2020-03, 2020-04, 2020-05 and 2020-06. Public Works Director Sean Scheffler confirmed the final walk through for Phases 3 and 4 has been done. Finance Director Howell explained that the change orders on these projects were needed because we were having some issues with the irrigation and needed to use the contractor’s equipment to water the trees. She noted that Change Order No. 1 for Phase 4 also deducted one tree. Director Scheffler confirmed the irrigation is functioning properly now.

Mrs. Laura Smith came forward and stated that she feels there are disparities in the trees for Phases 3 and 4 and asked why the City is accepting those trees. Manager Martin stated that we had concerns but in the final analysis, the design engineer certified that the palms met the specifications that FDOT established. Commissioner McGahee stated that she feels the trees will look better over time.

Manager Martin announced that he and Commissioner McGahee met with the FDOT District Secretary last week and he was very receptive to FDOT providing planning resources to work with us on the entire streetscape and corridor in multiple areas. He stated that we may

be able to pursue additional resources from grant funding for this particular landscape improvement and maybe address those issues if there are some disparities still existing then. He added that he was told that the crop of trees available at the time this project was done was not the highest quality.

Commissioner McGahee made a motion, seconded by Commissioner Rodriguez, to approve Resolution Nos. 2020-03, 2020-04, 2020-05 and 2020-06. Vote 5 yeas, 0 nays

7. **Resolution No. 2020-07** – Resolution No. 2020-07 authorizes the Interlocal Agreement between Hendry County and the City of Clewiston regarding the Justice Assistance Grant Program Award (JAG #2019-DJ-BX-0666) for the allocation of funds to help prevent or reduce crime and violence, which funds the City agrees to expend for “Mobile Communications Upgrade”.

Manager Martin reviewed the agenda report and Mayor Gardner read Resolution No. 2020-07 by title.

Mr. Mike Moore came forward and asked for clarification on this item. Police Chief Aaron Angell explained that this is an ongoing project to upgrade the mobile communications system at the police department. He stated that we have been using the funding annually to purchase the equipment needed to transition into a system that would allow the police department to be more effective in serving the public. Manager Martin added that we are using the funding to upgrade our mobile equipment that can't be funded through some of the county's shared resources. He stated that the number one priority in meetings with county officials is to be completely interoperable with the county, sheriff's department and fire department. Mayor Gardner expressed her appreciation to Manager Martin for working with the County Manager to see how this can be addressed.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to approve Resolution No. 2020-07. Vote 5 yeas, 0 nays

8. **Deleted - Resolution No. 2020-08** – Resolution No. 2020-08 authorizes the Interlocal Agreement between the Hendry County Sheriff's Office, Clewiston Police Department and Seminole Police Department regarding procedures for a “9-1-1 public safety answering point” or “PSAP” to provide notice of a public safety emergency to all first responder agencies for which the PSAP does not provide primary dispatch functions.
9. **Resolution No. 2020-09** – Resolution No. 2020-09 authorizes and approves the 2nd Amended Consent Order between the City of Clewiston and the State of Florida Department of Environmental Protection.

Manager Martin reviewed the agenda report. Utilities Director Danny Williams explained the City's consent order with the state is being amended to approve the purchase of the portables instead of four bypass pumps. He then confirmed that Compliance Manager Lynne Mila is working hard to ensure that the city will comply by the deadlines. Manager Martin stated that our goal is to close this out as soon as we can. Commissioner McGahee stated she

wants staff to watch carefully the deadlines of the consent order because there are serious financial implications for failure to comply.

Mayor Gardner read Resolution No. 2020-09 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Resolution No. 2020-09. Vote 5 yeas, 0 nays

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

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

Mayor Gardner expressed her concern with the information provided on the Clewiston Police Department Crime Trends Report. Manager Martin noted that the City's zip code is bigger than the city limits and all of the data can be accessed under other reports. We don't know the source that the rating agencies use. Chief Angell added that they are all private companies that provide the information and we don't know how they capture the information. Mayor Gardner asked if we could detail zip code 33440 by location. Chief Angell noted that other law enforcement agencies doing work in the City of Clewiston are supposed to report that information to us so that we can accurately capture what is going on in the City and not just what the Clewiston Police Department is doing. Manager Martin stated that some municipalities are seeking out the erroneous reports that reflect poorly on the community and are trying to talk them into reporting and relying upon the accurate data. He also stated that code enforcement data is included and we are going to create data for the Highway 27 corridor code enforcement. Commissioner McGahee asked that we list what each department's plan is to improve the corridor. Mayor Gardner requested inspections and permitting reports for properties along the corridor. She also requested the Utilities report include a list of homes and businesses that have no power and no water and sewer and asked Manager Martin to add commercial businesses on Highway 27 to his list. She then stated that she would like the report to also include liens on properties.

Comments from City Manager – Manager Martin asked Utilities Director Danny Williams to comment on the recent electric utility service outage events. Director Williams stated that one of the outages last week was because FPL lost a feed and did not communicate well with us. He stated they had a meeting today about that and will have a few more meetings. The other outage was due to a pole fire, which is common this time of year. He noted that he has a very small crew and there is a lot to do. He stated they are trying to improve but feels we have to find a way to build the reserve fund as they are limited in what they can do. Commissioner McGahee stated the Capital Improvement Plan is important and the Commission needs to know what is needed in order to keep unplanned outages from happening again. Manager Martin stated that we have to have a five year minimum capital plan and communication with our partners needs to improve. Director Williams stated that they are working on improving the communication with FPL. After further discussion, Director Williams agreed to provide a copy of the agreement that manages the McCarthy Substation to the Commission.

Mr. Raoul Bataller came forward and stated that Glades County once had a problem with their phones not communicating between fire and police. He stated that they searched in the legislature and found the money that was needed for the communication. Mayor Gardner stated that this is a process that we have been working on.

Mr. Mike Moore came forward and asked if there was a traffic safety study on how the palm trees obstruct the view down Highway 27. Commissioner McGahee confirmed that a study was done and stated that, as part of the grant process, a licensed landscape architect was required to designate the placement of the trees. She noted that her office staff feels the trees act as a barrier for them and all of the commercial businesses along Highway 27. Mr. Moore stated that when he stopped at a stop sign and safely moved forward so that he could view the traffic on Highway 27, the front of his vehicle was almost in the way of traffic because of the palms and a big DOT sign. Mayor Gardner stated that FDOT did the traffic safety study.

Manager Martin informed the Commission that we will be requesting assistance on Highway 27 corridor from FDOT to look at the streetscape, traffic calming measures and all the things that were suggested at the recent visioning work session.

Comments from City Attorney - none

Comments from the City Commission – Commissioner McGahee asked if Manager Martin is going to the Hendry County Board of County Commissioners Meeting tomorrow with actual specifics on what the City Commission wants in regards to recreation. Manager Martin responded that he is only going to hear where they are at so that we can make a plan for future negotiations. He stated that he has had some informal feedback that the County wants to work with us on improving recreation services. Commissioner McGahee expressed that she feels it would be beneficial to the City to have a mutual meeting with the County because the amount the County is paying for recreation services is not sufficient for what they are using. She feels it should be addressed before budget discussions. Manager Martin noted that it couldn't be changed under the current agreement unless they mutually agreed but we can let them know that we need to analyze the numbers and make our best case for justifying additional funding. Commissioner McGahee stated that we have to have the number of residents that are actually using the recreation services. Manager Martin stated the reason he was invited to their workshop was to begin the dialogue. Mayor Gardner stated that we need information on who is using our facilities and programs.

Commissioner McGahee asked for an update on the Royals parking lot barrier. Public Works Director Sean Scheffler informed the Commission that he should have the steel plates for the barrier by the end of this week and after further discussion, the City Manager agreed to provide an update on this matter at or before the next meeting on February 17, 2020.

Commissioner McGahee then asked for updates on driveway apron paving and hurricane shutters. Manager Martin stated that he will have a recommendation and report on the driveway apron paving on the February 17, 2020 Commission Meeting Agenda. He also stated that we will be making a recommendation on whether or not to revise our shutter ordinance at a future meeting. Commissioner McGahee suggested that Code Enforcement Officer Debbie McNeil set a goal to issue at least 20 citations for houses with plywood

shutters. She also requested Director Scheffler provide a list of the City parks and their users to the Commission and requested City Clerk Kathy Combass provide a monthly accountability report of these items with the meeting agenda.

Commissioner Petersen stated that she wants to ensure that we provide emergency information to the public in a timely manner. Manager Martin stated that our social media platforms are the most effective way to provide the information but we have to make sure the information is accurate.

Mayor Gardner announced that she had the honor of attending an event at the White House on Friday. She stated that 170 mayors from across the country attended and that this is the first time since she has been a member of the City Commission that we have received an invitation to attend a White House event. She stated that she was proud to represent and speak about the City and distributed a handout of President Trump's remarks from the meeting to the Commission.

Mrs. Laura Smith came forward and expressed that she feels the City's current ordinance regarding hurricane shutters should be revised so that we can penalize those who don't comply with financial penalties. Attorney Brandenburg confirmed that we could do that and explained that the person receiving the citation would either pay the citation or appeal it to the special magistrate. Manager Martin stated that we can look at strengthening the enforcement portion of the ordinance but he is concerned with the determination of in season and out of season. Mayor Gardner asked Manager Martin to work with Attorney Brandenburg on this matter. Mrs. Smith then asked if the City's ordinance that supports our vision for U.S. Highway 27 is in place. It was noted that the ordinance is not in place and Attorney Brandenburg will be reviewing drafts of an ordinance. Mrs. Smith stated she feels there should be financial penalties for those who don't comply with this ordinance also.

Adjournment

The meeting adjourned at 7:19 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
February 17, 2020

The Clewiston City Commission held its regular meeting in the City Hall Commission Chambers Monday, February 17, 2020. The meeting was called to order at 5:00 p.m. by Mayor Gardner. Pastor Jeff Smith of the First United Methodist Church gave the invocation, Nicole Reid of the Glades Media Radio Station sang “God Bless America” and the audience joined in reciting the Pledge of Allegiance.

Commissioners Present: Mayor Mali Gardner, Commissioner Melanie McGahee, Commissioner Kristine Petersen and Commissioner Julio Rodriguez. Vice Mayor Michael Atkinson joined the meeting via telephone at 5:03 p.m. and in person at 5:08 p.m.

Personnel Present: City Manager Randy Martin, Interim City Clerk Kathy Combass, Finance Director Shari Howell, Police Sergeant Demetrius Scruggs, Utilities Director Danny Williams, Community Development Director Travis Reese, Library Director Natasha Hayes, Code Enforcement Officer Debbie McNeil, Compliance Manager Lynne Mila, City Consulting Engineer Andy Tilton and City Attorney Gary Brandenburg.

Visitors Present: Asa and Betty Godsey, Terry Gardner, Pepe Lopez, Toni Couse, Frank Harris, Nicole Reid, Matt Beatty, Jerry Cochrane, Brannan Thomas, Billy Joe Haithcock, Mary Thomas, Jeff Smith, Laura Smith, John Wellslager, Mark Deitz, Harry Patel, Antonio Perez and Ellie Schlager.

Additions/Deletions/Changes and Approval of the Agenda - none

Public Comments – none

Vice Mayor Atkinson joined the meeting via telephone at 5:03 p.m.

1. Consent Agenda

- A. City Commission Workshop Minutes – November 13, 2019*
- B. City Commission Meeting Minutes – November 18, 2019*
- C. Resolution No. 2020-10 – Budget Amendments for FY 2019-2020*
- D. Resolution No. 2020-11 – Memorandum of Law and Partial Settlement Agreement and Mutual Release*
- E. Event Application – Hope for Huntington’s Disease 5K – May 16, 2020*
- F. Event Application – Sugar Festival – March 20-21, 2020*
- G. Proclamation – Sugarcane Farmers Appreciation Week – March 16-22, 2020*

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

Presentation of Proclamation – Sugarcane Farmers Appreciation Week

Mayor Gardner read the Sugar Farmers Appreciation Week Proclamation and presented it to Randy Martin and Brannan Thomas on behalf of the Sugar Festival Committee.

PUBLIC HEARING

2. **Public Hearing (5:00 p.m.)** – Request from B.A. Hospitality, LLC for approval of the sale of beer and wine only to guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.

Exhibit: Agenda Item No. 2

Recommendation: Recommended motion is to approve the sale of beer and wine only to guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances.

Mayor Gardner opened the public hearing and summarized the request from B.A. Hospitality, LLC.

Vice Mayor Atkinson joined the meeting in person at 5:08 p.m.

Attorney Brandenburg swore in Mr. Jerry Cochrane and Pastor Jeff Smith who both wished to speak on this matter.

Mr. Jerry Cochrane asked if the churches that may be impacted were notified of the request and how the hotel lounge was not realized when the plans were reviewed. Community Development Director Travis Reese stated the entire community was notified with the required public notification in the Lake Okeechobee News as this request is not one that requires direct notification. He then clarified that there is no requested lounge. Manager Martin stated that it is his understanding that beer and wine will be sold out of a refrigerated cooler along with other items in a nook in the lobby area. Mr. Cochrane expressed that he feels the City has enough lounges. He stated that this is a good project in a bad location and noted that the City has already granted several exemptions and paid for new relocated water lines for this project. He stated he feels the City has been played and the “wheels have been greased”. Mayor Gardner stated that she has attended events at the Episcopal Church that serve wine and she has not heard any concerns about the Hampton Inn from them. Commissioner McGahee stated that she feels this is a great project and is what our city needs. She stated that this is a typical Hampton Inn hotel; it is not a lounge. We should be proud and thankful that Mr. Patel is willing to invest over \$10,000,000 in our community. She stated that she feels his comments are totally misplaced; to insinuate that someone greased someone is totally wrong. Mr. Cochrane stated that he said the wheels had been greased. He also stated for the record that he did not say that it was a bad project; he said it was a good project in a bad location. Attorney Brandenburg then swore in Community Development Director Travis Reese. Director Reese noted that there are significant changes to the Highway 27 corridor that the Commission will be addressing as we go forward and staff concluded that the Highway 27 corridor will allow for the sale of beer and wine for consumption only and other things such as extra height and shared parking in order to make the property more attractive and more appealing to developers. He stated that he feels this is

the best way to move forward on this particular request until we can consider the comprehensive zoning change for the corridor. He noted the pedestrian way in front of the church is about 400 feet from the front door of the hotel and if it was 501 feet, the request for approval would not be needed. He added that we do not want to encourage nontaxable uses along Highway 27; we want to reserve our front porch for taxable uses.

Jeff Smith, Pastor of First United Methodist Church, came forward and stated that he feels the sale or availability of alcohol in any place opens the door for people who will misuse it and asked the Commission to consider making changes to the amount of alcohol that is sold.

Attorney Brandenburg swore in Harry Patel the owner of the hotel property. Mr. Patel clarified that he is investing \$11,000,000. He stated that he is only selling beer and wine and it is strictly for guests of the hotel. He also stated that there is no land available in the City with water and sewer for him to invest his money. He then confirmed the hotel has no lounge and there will be no bartender. He stated the person behind the desk will verify the sale of the beer and wine is to guests of the hotel. He noted that he would not be able to deny the sale of beer and wine to friends of guests. Commissioner McGahee stated that she wants to be clear to the community why she takes the position she takes. She stated that we can't forget about the east corridor. She stated the existing businesses along this section of Highway 27 are old and outdated and many of them are closed. She also stated that we need to participate in the movement of utilities in order to attract other businesses to the area. Mayor Gardner asked if anyone had any questions for Mr. Patel. After hearing none, she closed the public hearing.

Manager Martin stated that there are no restrictions for anyone to bring their own liquor at any hotel whether this exception is approved or not. Approval of this request would simply allow the city to check the box on their application to the responsible state agency to acquire and maintain their permit. Otherwise they would not meet the franchising requirements for this service to be available to patrons. Patrons of the hotel would have to leave the premises to acquire beer and wine without this permit. Mayor Gardner stated she continues to support this project because she feels it is important that we are focused on redeveloping and revitalizing the community. Attorney Brandenburg suggested the recommended motion be changed to allow the beer and wine to be sold in containers only for consumption in the guest rooms only. Commissioner Petersen agreed that the language in the motion should be tightened and feels the Commission needs to look at what they want to do on the Highway 27 corridor. Attorney Brandenburg explained the reason why he said "in containers" is because the way it is worded now, they could open a lounge in the lobby area. Mr. Patel stated that he feels no one will buy beer or wine if they are restricted to drink it in their hotel room only therefore he was not desirous of the suggested language.

Commissioner Rodriguez made a motion, seconded by Commissioner McGahee, to approve the sale of beer and wine in containers only to overnight guests of the Hampton Inn at 305 W. Sugarland Highway for consumption on the premises under Sec 6-2, City of Clewiston Code of Ordinances. Vote 4 yeas, 1 nay (Commissioner Petersen voted nay.)

Before the vote, Mr. Patel asked if there is a “No Alcohol” sign at the pool, would he be penalized if someone brings their own alcohol. In response, Attorney Brandenburg stated that would be giving legal advice and he does not believe the city should be giving legal advice to a private entity. Manager Martin noted that other hotels allow alcohol on their premises but they typically do not allow any use of glass containers at their pools.

RESOLUTIONS

3. **Resolution No. 2020-12** – Resolution No. 2020-12 approves emergency repairs, including the purchase of parts, to the City’s sewer system.

Manager Martin summarized the agenda report and Mayor Gardner read Resolution No. 2020-12 by title.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to approve Resolution No. 2020-12. Vote 5 yeas, 0 nays

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

4. **Consideration of Lien Waiver – 427 E. Alverde Ave.**

Exhibit: Agenda Item No. 4

Recommendation: City Manager recommends the City Commission approve Option 1 which is to waive interest and penalties in conjunction with receipt of proceeds from County sale and apply proceeds to principal – property owner would be responsible for the remaining principal balance: \$531.09.

Manager Martin reviewed the agenda report and recommended the Commission approve Option 1 of the possible options listed for the Commission’s consideration. Finance Director Shari Howell came forward and stated that the City previously held an amnesty period where penalties were waived but reminded the Commission that Attorney Brandenburg feels it is best to handle these requests on a case by case basis. She clarified the City previously waived penalties only, not interest. Manager Martin noted that the penalties and interest on this property are far in excess of the property’s value and stated that he feels that Option 1 is the preferred action and in the city’s best interests considering the history of the lack of code compliance and associated enforcement costs. Mayor Gardner stated that this property is vacant and her concern is that it may continue to sit vacant or the owner may sell it for a lot more than what he bought it for. Mr. Billy Joe Haithcock, the owner of the property, came forward and explained that he was unaware of the high liens and penalties when he bought the property and is asking the Commission to waive penalties and interest. He stated that he will be paying taxes and maintaining the property for 4 years before his son is able to get a loan to build a house on it. Mrs. Laura Smith came forward and stated that she was at the sale when Mr. Haithcock purchased the property and the Clerk fully explained that the buyer

should be cautious. She expressed that she is in favor of the penalties being waived but is not in favor of any interest being waived.

There was a general discussion regarding how to determine the amount owed and how future requests should be addressed. Commissioner McGahee stated that she feels the property's assessed value should be used to determine the amount owed and future requests should continue to be evaluated on a case by case basis. Mayor Gardner stated that she would like staff to look at this again and come back with a recommendation on how these liens on properties are going to be handled. Mr. Antonio Perez came forward and stated that the City is similar as a second mortgage holder in this situation and the most you can get is the difference in what is owed to the first mortgage holder and the fair market value. Attorney Brandenburg noted that you also do not want to take away the incentive for people to bid at tax sales.

Commissioner McGahee made a motion, seconded by Vice Mayor Atkinson, to set the amount to settle the outstanding lien with the City at \$2,800. Vote 4 yeas, 1 nay (Mayor Gardner voted nay.)

After the vote, Manager Martin noted that consideration of any action on the code enforcement lien will go before the special magistrate.

5. **Advanced Metering Infrastructure Benefit-Cost Analysis** – This Benefit-Cost Analysis (BCA) for the Advanced Metering Infrastructure project was requested by the Commission at the October 14, 2019 workshop, and was included in the scope of services for phase 1 of the AMI deployment, approved by Resolution No. 2019-75.

Manager Martin summarized the information he distributed about this item in the City's FYI newsletter and reviewed the project summary and cost benefit analysis. He stated that based on the results of the analysis, it would be beneficial for the City and its customers to pursue the AMI Project with the use of borrowed funds as necessary which will have a short return on investment in terms of the conservatively projected annual savings that will help offset the debt service cost. Either way, the analysis illustrates the City needs to replace the vast majority of its utility meters in the next several years due to their age and obsolescence. Manager Martin stated that the technology would virtually eliminate the need for traditional meter reading staff and functions. Director Danny Williams confirmed that he feels confident in the results of the analysis and supports this project. Commissioner Rodriguez stated he feels that customers will have the confidence that we are giving them a more accurate reading with this technology upgrade.

Commissioner Petersen made a motion, seconded by Vice Mayor Atkinson, to proceed with the next steps to complete the remaining elements of the Phase 1 AMI deployment contract. Vote 5 yeas, 0 nays

6. **City Manager Recommendation to amend the City's Code of Ordinances regarding driveway aprons that remain unpaved and unconstructed.**

Manager Martin summarized his recommendation to the Commission to include the driveway apron upgrades when projects are undertaken by the City on affected street sections or as individual property owners are required by other code provisions and refrain from establishing an arbitrary deadline until a funding mechanism is in place to ensure compliance. Mr. Jerry Cochran came forward and expressed his disappointment in the recommendation. He stated that there are some driveway aprons needed on Circle Drive which was recently resurfaced so it may be 20-25 years before those driveway aprons are paved. Manager Martin stated the City could establish a funding mechanism to do such example locations sooner. Mr. Cochran expressed his appreciation to the Commission for the work they do and stated that he hopes the Commission does not take his criticism personal. Manager Martin stated that he feels it is an unrealistic expectation to adopt an arbitrary deadline that in most cases is not going to be met unless the City comes up with the money, which could be done through borrowing, but the City has higher priorities in the near term than this need. Commissioner Rodriguez stated that he agrees with Manager Martin but is disappointed because we have talked about requiring the customer to repair driveway aprons on roads that are being resurfaced but have never enforced it. Mayor Gardner suggested that we go back and look at those in the area that was recently resurfaced and see if we can contact those property owners to see if it is possible to get those driveway aprons paved with the upcoming paving projects. Manager Martin stated he agreed that the city should go back and consider areas that were recently resurfaced and get a unit cost to pick up some of those with the Ventura Project, which will obviously take funding from City funds until owners can be assessed and reimburse the city for the cost, which would not be unreasonable. Commissioner McGahee asked Community Development Director Travis Reese to review when the requirement to pave or improve your driveway apron would be triggered. Director Reese stated that when the cost of improvements to property are in excess of \$2,500, the City's ordinance requires the property owner to pave or improve their driveway apron or add a culvert, if necessary. Commissioner McGahee asked Director Reese if there are any improvements on his January 2020 permit report that would require driveway apron upgrades. Director Reese stated that he does not believe there is but would need to check. He then clarified that driveway apron upgrades are not currently required for re-roofing projects.

Commissioner Petersen made a motion, seconded by Commissioner Rodriguez, requesting a revised ordinance to opt to include the upgrades on unpaved and unconstructed driveway aprons when projects are undertaken by the City on affected street sections or as individual property owners are required by other code provisions to do so and to refrain from establishing an arbitrary deadline until a funding mechanism is in place to ensure compliance. Vote 5 yeas, 0 nays

7. City Manager Recommendation regarding the cooperative relationship with Hendry County for library services.

Manager Martin explained that the City currently has a cooperative relationship with Hendry County for library services where the City takes the lead of the three libraries in Hendry County. He stated that he has been in discussions with the County Administrator and other counties about Hendry County joining a multi county cooperative to access additional state

funding that is available for multi county cooperatives. He noted that Hendry County is interested in getting input from the City of Clewiston before moving forward. He stated that Glades and Okeechobee Counties are currently members of a five county cooperative and there have been indications that they want to leave that cooperative and partner with Hendry County. He added that notice of a change has to be given by April 1 of any given year if those counties desire to leave their current cooperative the following October and Hendry County would need to give notice to those two counties of its desire to enter into a cooperative for the fiscal year that begins October, 2020. He stated there is significant funding available with estimates as much or more than \$300,000 to the cooperative if it were to be formed. He also stated that Hendry County agreed to consider a favorable action on this proposal at their next board meeting and recommended the City Commission by motion state its desire and intent to continue in the cooperative relationship with Hendry County for library services that we have enjoyed for the past decade and that the City endorse Hendry County joining the multi-county cooperative to access additional state funding. He further recommended the City Commission authorize him as city manager to continue to work cooperatively with Hendry County officials and the other participating county representatives to ensure that a fair and equitable cooperative agreement is crafted between the participating counties that is consistent with the terms of the Hendry County and City of Clewiston cooperative agreement recognizing that the current county and city agreement will need to be amended as necessary which will require the local agreement to come back to the City Commission for formal action when necessary amendments are finalized. He then stated that there is an additional opportunity to get some grant money for the start-up of this new cooperative. Library Director Natasha Hayes explained the funding would be used by the entire cooperative, not just one library. She stated the library board and cooperative board have met and are not very receptive to the idea at this time. Mrs. Toni Couse, Hendry County Cooperative Board Member and Clewiston Library Advisory Board Member, stated that she feels we should talk more to find out why we would not want to go with another county that has a bigger operating budget rather than picking up two smaller ones. She stated that she does not like to be pushed into decisions. Mr. Frank Harris, Clewiston Library Advisory Board Member, stated that he agrees with Mrs. Couse and feels we should look at other options. Mayor Gardner stated that she is not ready to make a decision and would like to stay in the same cooperative for this year. Manager Martin stated that if Hendry County chooses to go forward, he recommends that we also move forward. He stated that he knows that Hendry County wants to consider a partnership with Glades County. Mayor Gardner stated that she would like to see a joint meeting with Hendry County to discuss this matter. Commissioner McGahee asked for a copy of the current cooperative agreement and asked if there is any way a joint meeting could be scheduled before April 1. Vice Mayor Atkinson stated that we want to partner with our neighbors but we want to do what is best for our City and County. He also stated the extra funding is not always what is best for the community and prefers to wait until next year. Manager Martin stated that he will recommend that it be effective April 1, 2021 if the Commission will accept his recommendation. Mayor Gardner stated that we want to continue in a cooperative relationship with Hendry County for library services that we have enjoyed in the past decade and we have some concerns with having to make a decision without have the interaction with the Hendry County Board of Commissioners. She asked that we make a motion that reiterates the cooperative relationship with Hendry County for library services and that we would respectfully request that this

process be one that's vetted out in a fair and equitable cooperative agreement that is not driven by a timeline that is not to the benefit of Hendry County.

Commissioner McGahee made a motion, seconded by Commissioner Petersen, to reiterate the Commission's desire and intent for the City of Clewiston to continue its cooperative relationship with Hendry County for library services and that the Commission would respectfully request that this process to expand the cooperative be one that is vetted out in a fair and equitable cooperative agreement which is not driven by a timeline that is not to the benefit of Hendry County. Vote 5 yeas, 0 nays

Mayor Gardner stated that she is planning to attend the next meeting of the Hendry County Board of Commissioners on February 25, 2020 and encouraged her fellow Commissioners to also attend. She also stated that she feels it is important that the Clewiston Library Advisory Board meet with City Manager Randy Martin and Hendry County Manager Jennifer Davis before the February 25, 2020 meeting or attend the February 25, 2020 meeting to have their questions answered.

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

Comments from City Manager – Manager Martin stated that he plans to have a recommendation on the storm shutter regulations at the March 16, 2020 Commission Meeting.

Comments from City Attorney - none

Comments from the City Commission – Commissioner McGahee acknowledged Code Enforcement Officer Debbie McNeil for her work on enforcement of the shutter violations. She also acknowledged Public Works Director Sean Scheffler for his department's work on the Royals Plaza sidewalk safety rail project.

Vice Mayor Atkinson apologized for being late to the meeting today.

Mayor Gardner stated that she attended the Hendry County Fair and an event at the Clewiston Museum. She stated that both events were extremely successful. Vice Mayor Atkinson noted that over \$230,000 was raised at the livestock sale and over \$3,600 was raised for a flag pole project at the cake auction.

Manager Martin congratulated City Attorney Brandenburg for getting a draft of the corridor plan prepared. He stated that it will be presented along with other information at a joint meeting with the Planning & Zoning Board with an invitation to the CRA Advisory Board members to attend and participate in the highway corridor discussion on March 9, 2020 at 5:30 p.m.

Mayor Gardner announced that a Special Commission Meeting for the auditor selection and a Commission Workshop to continue the discussion about goals are scheduled for February 27, 2020.

Adjournment

The meeting adjourned at 7:57 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk

CITY OF CLEWISTON
Special Commission Meeting
February 27, 2020

The Clewiston City Commission held a special meeting in the City Hall Commission Chambers Thursday, February 27, 2020. The meeting was called to order at 5:00 p.m. by Mayor Gardner. The audience joined in reciting the Lord's Prayer and 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, Utilities Director Danny Williams, Public Works Director Sean Scheffler, Community Development Director Travis Reese, Code Enforcement Officer Debbie McNeil, Chelsea Strawser and City Attorney Gary Brandenburg via telephone.

Visitors Present: Jerry Cochrane, Harry Patel, Mo Patel, Mike Patel, Ramon Iglesias and Laura Smith.

Additions/Deletions/Changes and Approval of the Agenda -none

Public Comments - none

- 1. Consideration of Auditor Selection** – An Auditor Selection Committee was appointed by the City Commission at the November 13, 2019 City Commission Workshop. The committee met on January 24, 2020 to discuss their duties and to establish evaluation factors and ranking method to be used. Utilizing input received from the committee, the City requested proposals for professional auditing services on January 29, 2020. Four proposals were received and opened on February 20, 2020. The Auditor Selection Committee met on February 21, 2020 to evaluate and rank the proposals and recommended the City Commission follow the committee's rankings of the firms to award a contract for professional auditing services for the fiscal year ended September 30, 2019 and fiscal years ending September 30, 2020 and 2021.

Manager Martin expressed his thanks and appreciation to everyone who participated in the auditor selection process. He stated the Auditor Selection Committee met and developed the request for proposals that was advertised. The Committee met as noted to evaluate and rank the four proposals received and make a recommendation to the Commission. He stated the letter of engagement or contract for professional auditing services would need to be provided by the selected auditing firm and reviewed by Attorney Brandenburg. He also stated that we want to move the audit process along as quickly as possible to meet the June 30, 2020 deadline. He then reviewed in detail the factors that were used by the Committee in ranking the proposals. Mayor Gardner thanked Commissioner McGahee, Mark Deitz, Pepe Lopez, Jeff Smith and Elaine Wood for their involvement in serving on the Auditor Selection Committee. Manager Martin noted that the audio of the Auditor Selection Committee

Meeting was provided to the Commission and should give the Commissioners a good feeling that it was a healthy discussion regarding the ranking of the proposals. He stated he was very pleased with the Committee's ranking and based upon his review would have made the same ranking.

Vice Mayor Atkinson made a motion, seconded by Commissioner Petersen, to follow the Committee's rankings of the firms to award a contract for professional auditing services to Mauldin & Jenkins for fiscal year ended September 30, 2019 and fiscal years ending September 30, 2020 and 2021. Vote 5 yeas, 0 nays.

Manager Martin agreed to notify the firms of the award and ask the firm of Mauldin & Jenkins to submit a proposed contract for Attorney Brandenburg's review. He also thanked Attorney Brandenburg for his guidance in bringing the new statutory requirements for the City auditor selection process to the staff's attention. He then stated that he is very pleased that, due to the efforts of Finance Director Shari Howell, the City is going to be well prepared in terms of having the information ready to facilitate timely completion of the audit this year. He noted that it was his goal to improve upon our financial position and timely reporting to the Commission on a regular basis and stated that going forward staff will be presenting monthly statements to the board that will give an unaudited view of City financials. He also stated that management is working to provide additional staffing support so that Director Howell can delegate more of her duties. Mayor Gardner thanked Manager Martin for his leadership and guidance in this process.

Adjournment

The meeting adjourned at 5:14 p.m.

Mali Gardner, Mayor

Mary K. Combass, Interim City Clerk



PROCLAMATION

Community Action Month

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs and rural areas; and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 55 years of innovation, impact and providing proven results for Americans.

NOW, THEREFORE, WE, the City Commission of the City of Clewiston, Florida do hereby proclaim the month of May 2020 as **COMMUNITY ACTION MONTH** in the City of Clewiston.

Signed this 18th day of May, 2020.

Mali Gardner, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: May 18, 2020

Subject: Resolution No. 2020-31

- 1. Background/History:** Resolution 2020-31 approves Work Order No. 22 of the Continuing Agreement for Professional Services Between the City of Clewiston and Johnson Engineering, Inc. for water main improvements to serve the commercial area south of the intersection of Commercio Street and Ventura Avenue.

The water distribution lines in the commercial district area south of West Ventura Avenue need to be replaced. Work Order 22 is for the design to increase the piping size on Commercio Street and replace leaking 10" pipe on Alverdez Avenue from the intersection of Commercio to S. Deanne Duff Avenue (attachment A to the work order is an illustrative map with the project area marked in red). The completed project will improve flow capacity and water pressure to the service area, to better meet the water demands of our commercial customers, as well as provide the facilities necessary for the installation of fire hydrants in an area where none currently exists.

Permitting, Geotechnical and Construction Contract Administration Services are also included in the scope of services.

- 2. Financial Impact:** \$84,160.00. Funds will be used from a struck project to relocate the service lines between W.C. Owen Avenue and Central Avenue related to the planned redevelopment project at Alan Jay which has been postponed.
- 3. Attachments:**
 - a. Resolution No. 2020-31
 - b. Johnson Engineering, Inc. Work Order No. 22
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-31.

RESOLUTION NO. 2020-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING WORK ORDER NO. 22 OF THE CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF CLEWISTON AND JOHNSON ENGINEERING, INC. FOR WATER MAIN IMPROVEMENTS.

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

WHEREAS, existing water distribution lines in the commercial area south of the intersection of Comercio Street and Ventura Avenue area are in need of repair and replacement; and

WHEREAS, the City of Clewiston has asked Johnson Engineering to design the proposed water main improvements.

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. 22 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 18th day of May, 2020.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

**CITY OF CLEWISTON
CONTINUING AGREEMENT FOR PROFESSIONAL SERVICES
WORK ORDER NO.: 22**

CONTRACT/PROJECT NAME: **WATER MAIN IMPROVEMENTS**

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: March 30, 2020

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.

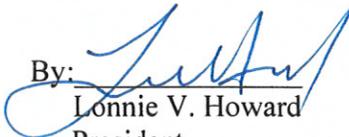
EXHIBIT "STA-B": COMPENSATION & METHOD OF PAYMENT:
Which is attached hereto and is made a part of this Work Order.

RECOMMENDED
APPROVAL:

By: _____
Randy Martin
City Manager

Date: _____

ACCEPTED:

By: 
Lonnie V. Howard
President

Date: April 20, 2020

CITY OF CLEWISTON

By: _____
Mali Gardner
Mayor

Date: _____

Exhibit A

Exhibit A consisting of six (6) 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:

Background

The CITY has requested the CONSULTANT to design a water main improvement to serve the commercial area south of the intersection of Comercio Street and Ventura Avenue. The proposed route of a new water main begins at the intersection of Deane Duff Avenue and Alverdez Avenue and will end at the intersection of an existing 2" water main that near the southerly right-of-way of Ventura Avenue. There will be improvement in flow capacity for daily commercial use and fire flow. There will be several fire hydrants as part of the project where there are none now.

TASK 1.0 DESIGN FOR WATER MAIN IMPROVEMENTS

The Consultant will provide the following services for this portion of the project:

1.1 Project Management – The Consultant will be involved in project management with the City which will include the following:

- Initial Kick-Off Meeting – The Consultant will attend, or participate via phone conference, an initial kick-off meeting with the City staff to review project objectives and standards for completing the work.
- Project Review Meetings – The Consultant will meet, or participate via phone conference, with City staff to present and review 60% and 100% designs. Participate with City staff to generate suggestions and comments to incorporate into the design.

1.2 Design Survey Services

The following scope of services is to define the surveying services to be provided for design purposes for a new water main. The horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, East Zone, NAD83 (2011). The vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

The Consultant shall field locate and establish block lines, alley ways, street rights-of-way, and property boundary lines to enable the positioning of the proposed water main. The Consultant shall establish horizontal and vertical control points within the project area for use in data collection and as the basis for construction layout. The northern limits of survey will be the southerly right-of-way of Ventura Avenue.

The Consultant shall collect the horizontal and vertical data of visible above ground improvements and visible above ground utilities within the proposed water main corridor. This includes electric lines, sanitary manholes, storm drains, pavement/concrete roads and drives, sidewalks, and curbs. All data collection will be within street rights-of-way or alley ways, and necessary out of project limits facilities.

The Consultant shall utilize Ground Penetrating Radar (GPR) to investigate the proposed water main alignment for indications of underground facilities at specific locations. This is not a guarantee that all underground facilities within the corridor will be detected, nor does it determine what the facility is, only that something exists in that location.

The Consultant shall provide one day of subsurface utility excavation (SUE) at specified locations. This will include trenches or potholes, trenches will be approximately twenty feet long and up to six feet deep. No trenches or potholes shall be in asphalt or concrete.

The Consultant shall measure cross-sections of one canal.

The Consultant shall prepare a survey base map delineating block lines, street rights-of-way, and alley ways. Collected topographical data shall be included in the survey base map with associated line work to delineate improvements and utilities.

All survey work shall be used for design purposes and a signed and sealed survey map is not included in this scope of services.

1.3 Utility Design Phase Services (60% and 100%)

The Consultant shall provide the following design services:

- 60% Design Plans – Consultant will prepare 60% design plans for the project. The plans will depict existing water mains locations in plan and profile view and location of existing water services, fire hydrants and valves. The deliverable will consist of the following:
 - Cover Sheet
 - Key map
 - Existing corridor plan of existing water main alignments, including service locations, hydrants and valve locations.
 - Order of Magnitude Cost Opinion – The Consultant will submit an Order of Magnitude Cost Opinion for the cost of constructing the project.
 - The Consultant will submit to the City one (1) set of prints (11"x17") and electronic copies (PDF) for review purposes.
 - Utility Notification – The Consultant will transmit two (2) copies of the 60% plans to utility service providers (electric, telephone, CATV) for review and comment.
 - FDEP Permit Submittal - The Consultant will utilize the 60% plans for the FDEP permit submittal.

- 100% Construction Documents and Construction Plans – The Consultant will revise plans to incorporate permit conditions, as appropriate. The Consultant will submit to the City three (3) sets of prints (11" x 17") for review purposes. Upon acceptance, the Consultant will submit in electronic format (DWG and PDF).

1.4 Utility Permitting Assistance

The Consultant will assist with preparation of the permit application for the project. Consultant will prepare data and drawings required for submittal by the City to the Florida Department of Environmental Protection. (FDEP).

Permit application form, including required design information and data, will be completed by the Consultant thirty (30) calendar days prior to the 60% review and submitted to the City for approval and appropriate signature. The Consultant will then submit the Permit Application to FDEP after the City's approval of the plans. Permit fees will be paid by the City.

It is recognized by the City that permitting is a regulatory function and Consultant does not guarantee issuance of any permit.

1.5 Bidding Services

The Consultant will provide the following bidding services:

- The Consultant will attend and participate with the City in scheduling and presenting a Pre-Bid Conference.
- The Consultant will respond to Bidders' inquiries and prepare necessary addenda for issuance by the City.
- The Consultant will evaluate the bids received by the City and provide written recommendations to the City.

TASK 2 Application for State (FDEP) Environmental Resource Permit & Federal (USACE) No Permit Required Verification

Consultant will map the habitat types/existing land uses within the project area in accordance with the Florida Land Use Cover and Forms Classification System [FLUCFCS (FDOT, 1999)] methodology. Consultant will conduct a threatened and endangered species assessment within the project area in accordance with Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS) guidelines. Evidence of listed species usage (e.g. nests, burrows, direct sightings, etc.) will be GPS survey located, and the survey results will be incorporated into the application package, if applicable.

Consultant will prepare and submit the Florida Department of Environmental Protection (FDEP) environmental resource permit application. This task assumes the project will qualify for a General Permit in accordance with 62-330.453 or 62-330.457, FAC. The application package will include a project narrative, existing conditions & listed species (if applicable) mapping, quadrangle map, soils map, site plan, cross-sectional view drawings, and completed application.

Consultant shall prepare and submit a U.S. Army Corps of Engineers (USACE) application package requesting verification of a No Permit Required (NPR) Determination. If a permit is determined to be required by USACE, Consultant will assist City with appropriate application. This task includes preparation and submittal of USACE permit application Form 4345_ENG and a desk-based delineation of wetlands and surface waters in the project area.

Requests for Additional Information: This task is based on providing responses to up to one (1) request for additional information from FDEP or USACE staff and reasonable agency acceptance of the project without material objections.

Assumptions:

1. Species specific surveys (including but not limited to gopher tortoise, Florida bonneted bat, crested caracara, etc.), state and federal wildlife agency coordination/permitting, management plans or relocations of flora or fauna are outside this scope of services and will require a supplemental agreement, if needed.
2. This estimate assumes impacts to wetlands shall not be required for the project.
3. Mitigation is not anticipated for this project. If required, preparation of a mitigation plan will necessitate a supplemental agreement.
4. Drawings, plans and other work products prepared by Johnson Engineering and submitted as work products for this project will not have to be revised in response to a redesign or re-engineering of the project outside the control of Johnson Engineering.
5. Permit fees will be paid by the City.

TASK 3.0 – CONSTRUCTION CONTRACT ADMINISTRATION

This proposal is based upon providing periodical inspections at critical times of construction, preparing and attending a public information meeting, attending bi-weekly progress meetings, providing record drawings based on contractor's mark ups and review and approval for items associated with the City's Utilities Department. It is anticipated that the project's contract period will be 365 calendar days.

Construction Observation Services: In connection with observations of the work of contractor while it is in progress: The Consultant shall provide construction observation at critical times up to 12 hours per week during construction including tie-ins, directional drills and pressure tests. The Consultant will assist a full-time City inspector at critical points during the project. Based upon information obtained during such observations, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents. The responsibilities of Consultant contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Shop Drawings: The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the design information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility

of the Contractor. Review of a specific item shall not indicate the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Contract Documents not brought to the attention of the Consultant in writing by the Contractor. Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Applications for Payment: Consultant will review and approve Contractor's applications for payment based upon information provided by the City Inspector's review of the quantities.

Meetings: The Consultant will attend one pre-construction meeting and bi-weekly construction progress meetings either in person or via teleconference at the direction of the City's project manager. The Consultant will provide meeting agenda, sign-in sheets and meeting minutes to the team for each meeting.

Record Drawings: The Consultant will provide digital as-built record drawings both in AutoCAD and PDF format based on certified survey drawings provided by the Contractor that have been signed and sealed by a Florida licensed surveyor. Deliverables will be in PDF, DWG, and GIS format as directed by City. The Consultant will provide project information for GIS Asset onboarding to the Project Manager in accordance with the City of Clewiston's Standards.

FDEP Certification: The Consultant shall witness force main tie-in(s), certify project completion and submit request(s) to FDEP to place the system into service.

SUB-CONSULTANT SERVICES:

TASK 4: GEOTECHNICAL

The Consultant, through Subconsultant, Ardaman & Associates, Inc, will conduct two (2) Standard Penetration Test (SPT) borings on both sides of the canal located at the intersection of S. Deane Duff Ave and E. Alverde Ave to explore the subsurface soil conditions for the design of the proposed water main installed via horizontal directional drill under the canal. The borings will be to a depth of 30 feet. The Sub-Consultant will perform the necessary laboratory testing to identify the soil classifications, and will provide engineering and technical support services required to analyze the data and to prepare the engineering report presenting the results of their findings. The report will be digitally signed and sealed and an electronic version will be provided.

Attachment 1 to Exhibit A

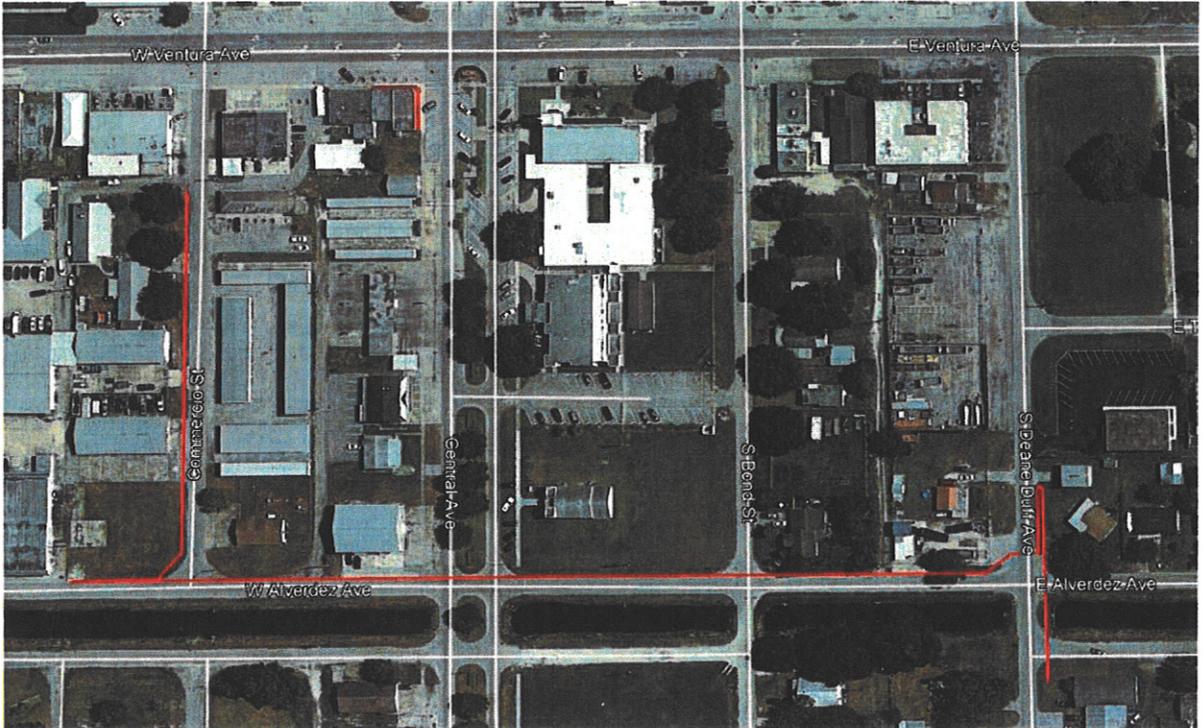


Exhibit B

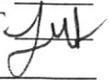
Exhibit B consisting of three (3) pages referred to in the Continuing Agreement for Professional Services between OWNER and CONSULTANT for professional services dated May 23, 2018.

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.

Time and Materials (T&M): 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.

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 (Estimated if T&M)	FEE TYPE (LS;T&M)
1	Design for Water Main Improvements	\$50,700.00	LS
2	FDEP ERP & USACE No Permit Required Verification	\$11,500.00	T&M
3	Construction Contract Administration	\$16,860.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$79,060.00	LS; T&M

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

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
4	Geotechnical – Ardaman & Associates	\$4,100.00	T&M
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		\$4,100.00	T&M

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Courier and express delivery charges, reproduction of plans and reports, photography, permit fees, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	1,000.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:	\$1,000.00	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS & REIMBURSABLE EXPENSES:	\$84,160.00	LS; T&M
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Exhibit "B" (continued)

SCHEDULE OF PERFORMANCE

The anticipated schedule is as follows:

TASKS	ITEM	TO BE COMPLETED BY (DAYS) FROM NOTICE TO PROCEED
1	Design for Water Main Improvements	120
2	FDEP ERP & USACE No Permit Required Verification	120
3	Construction Contract Administration	365
4	Geotechnical – Ardaman & Associates	120

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: May 18, 2020

Subject: Resolution No. 2020-32

- 1. Background/History:** Resolution No. 2020-32 approves an amendment to the US Army Corps of Engineers (USACE) and the City of Clewiston Utility Contract #W912EP17C0037. The Septic to Sewer Project request is the Corps' commitment to reimburse the city for costs associated with the design/build project as detailed in the City of Clewiston's Continuing Agreement for Professional Services, Johnson Engineering Work Order No. 21. USACE Project Manager/Engineer Paul Jacques will be available to answer questions.

Work Order No. 21 was approved at the April 20, 2020 regular commission meeting by Resolution 2020-30.

- 2. Financial Impact:** \$465,000.00, with full costs to be reimbursed by the USACE
- 3. Attachments:**
 - a. Resolution No. 2020-32
 - b. Utility Contract No. W912EP17C0037
 - c. USACE South Florida Operations Office Clewiston Septic to Sewer Project Request for Services
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-32.

RESOLUTION NO. 2020-32

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT NO. W912EP17C0037 BETWEEN THE US ARMY CORPS OF ENGINEERS (USACE) AND THE CITY OF CLEWISTON.

WHEREAS, the City of Clewiston by Resolution No. 2020-30 approved Work Order Number 21 of the Continuing Engineering Services between the City of Clewiston and Johnson Engineering, Inc. for the design and permitting of a sanitary sewer system; and

WHEREAS, the City of Clewiston needs a commitment from the USACE to reimburse the city for all costs associated with the design/build for a fully functional sewer collection system.

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

SECTION 1. The Mayor is hereby authorized to execute the attached Contract No. W912EP17C0037 between the U.S. Army Corps of Engineers and the City of Clewiston.

PASSED AND ADOPTED in open session this 18th day of May, 2020.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, Interim City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 22		
2. CONTRACT (Proc. Inst. Ident.) NO. W912EP17C0037		3. EFFECTIVE DATE 01 Oct 2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY USA ENGINEER DISTRICT, JACKSONVILLE CONTRACTING DIVISION 701 SAN MARCO BLVD JACKSONVILLE FL 32207-8175		CODE W912EP	6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CLEWSTON, CITY OF DANNY WILLIAMS 115 W VENTURA AVE CLEWSTON FL 33440-3709				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 431A1		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGINEERS FINANCE CTR 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE	964145	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$36,498.06 EST	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	7 - 22
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	4		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	5		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	6		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____			
				including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME OF CONTRACTING OFFICER PHILIP M MAULDIN / ADDED BY UPASS TEL: 904-232-1240 EMAIL: philip.m.mauldin@usace.army.mil				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)			BY <i>Philip M. Mauldin</i> (Signature of Contracting Officer)		28-Sep-2017		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Job	\$36,498.06	\$36,498.06 EST

Utility Services

FFP

The City of Clewiston Utilities Department shall provide Electric, Water and Sewage services to the locations below:

Location #1

E. Sugarland Hwy

Account No: 002-00001316-01

Location #2:

525 Ridgelawn Road

Account No: 002-00001269-01

Florida tax exemption number: 26-08-108824-51C

~Effective 01 October 2017, this contract replaces and supersedes contract W912EP-07-C-0040, which expires on 30 September 2017.

~The total anticipated cost of this contract is expected to be \$418,000.00 over the ten (10) year period. Funding will reflect amount estimated each year.

~As funds become available, they will be obligated to the contract.

~Funds shall be obligated or deobligated as required based on actual usage during the Fiscal Year.

~Monthly payments are authorized based on actual usage and invoices will be processed in accordance with the terms and conditions contained herein.

~Administration of contract: The contractor will be notified of the contract Administrator after contract award.

~USACE POC: Mark A. Claudio (863) 983-8101 x240
Mark.A.Claudio@usace.army.mil

~INVOICING INSTRUCTIONS: Reference this Contract Number on all invoices; this will prevent a delay in processing the invoice for payment.

~Submit the original invoice (via e-mail or mail) to the address below:

U.S. Army Corps of Engineers
Attn: CESAJ-OD / Mark Claudio
525 Ridgelawn Rd
Clewiston, FL 33440
FOB: Destination

NET AMT

\$36,498.06 (EST.)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-OCT-2017 TO 30-SEP-2027	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 096 NA X X 4902 000 0000 CCS: NA K3 X 08 2444 NA 96083 2330 952LGD
AMOUNT: \$36,498.06

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
252.232-7010	Levies on Contract Payments	DEC 2006
252.241-7001	Government Access	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).**X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).****X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).****X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).**

____ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (b)(35): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

____ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

____ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 221122- assigned to contract number W912EP17C0037.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 2018. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2018, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-25 PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

52.241-2 ORDER OF PRECEDENCE-UTILITIES (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the terms of this contract shall control.

(End of clause)

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period 01 October 2017 through 30 September 2027 the Contractor agrees to furnish and the Government agrees to purchase electrical and water utility services in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-4 CHANGE IN CLASS OF SERVICE (FEB 1995)

(a) In the event of a change in the class of service, such service shall be provided at the Contractor's lowest available rate schedule applicable to the class of service furnished.

(b) Where the Contractor does not have on file with the regulatory body approved rate schedules applicable to services provided, no clause in this contract shall preclude the parties from negotiating a rate schedule applicable to the class of service furnished.

(End of clause)

52.241-5 CONTRACTOR'S FACILITIES (FEB 1995)

(a) The Contractor, at its expense, unless otherwise provided for in this contract, shall furnish, install, operate, and maintain all facilities required to furnish service hereunder, and measure such service at the point of delivery specified in the Service Specifications. Title to all such facilities shall remain with the Contractor and the Contractor shall be responsible for loss or damage to such facilities, except that the Government shall be responsible to the extent that loss or damage has been caused by the Government's negligent acts or omissions.

(b) Notwithstanding any terms expressed in this clause, the Contractor shall obtain approval from the Contracting Officer prior to any equipment installation, construction, or removal. The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit or license to enter the service location for any proper purpose under this contract. This permit or license includes use of the site or sites agreed upon by the parties hereto for the installation, operation, maintenance, and repair of the facilities of the Contractor required to be located upon Government premises. All applicable taxes and other charges in connection therewith, together with all liability of the Contractor in construction, operation, maintenance and repair of such facilities, shall be the obligation of the Contractor.

(c) Authorized representatives of the Contractor will be allowed access to the facilities on Government premises at reasonable times to perform the obligations of the Contractor regarding such facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered necessary (e.g., national security, public safety).

(d) Unless otherwise specified in this contract, the Contractor shall, at its expense, remove such facilities and restore Government premises to their original condition as near as practicable within a reasonable time after the Government terminates this contract. In the event such termination of this contract is due to the fault of the Contractor, such facilities may be retained in place at the option of the Government for a reasonable time while the Government attempts to obtain service elsewhere comparable to that provided for hereunder.

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than two (2) percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than 27 days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding one (1) year. The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than two (2) percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of two (2) percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than four (4) hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give the Contracting Officer or their representative written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.241-11 MULTIPLE SERVICE LOCATIONS (FEB 1995)

(a) At any time by written order, the Contracting Officer may designate any location within the service area of the Contractor at which utility service shall commence or be discontinued. Any changes to the service specifications shall be made a part of the contract by the issuance of a contract modification to include the name and location of the service, specifying any different rate, the point of delivery, different service specifications, and any other terms and conditions.

(b) The applicable monthly charge specified in this contract shall be equitably prorated from the period in which commencement or discontinuance of service at any service location designated under the Service Specifications shall become effective.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vmfara.htm>

<http://farsite.hill.af.mil/vmdfara.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Request for Service
USACE South Florida Operations Office
Clewiston Septic to Sewer Project

SOW: SCOPE AND DURATION OF CONTRACT

The Contractor shall provide to the Government at location listed below permanent Sewer service in a manner and form that is consistent with all applicable laws, regulations, permits, and sanitary system codes. Generate a new Sewer Account to the existing Utilities Services Contract (W912EP-17-C-0037, 01 Oct 2017).

CHANGE:

Change contract clause 52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995) to read:

“(a) For the period 01 October 2017 through 30 September 2027 the Contractor agrees to furnish and the Government agrees to purchase electrical, water, **and sanitary sewer** utility services in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.”

LOCATION:

525 Ridgelawn Road
Clewiston, Florida 33440

1. All monthly statements/invoices will be mailed to:
525 Ridgelawn Rd
Clewiston Fl. 33440

All statements shall include the Government Contract Number.

2. Period of service will commence on the execution date of this contract modification to 30 September 2027, as enumerated in the existing contract.

AGREEMENT:

The Contractor shall provide to the Government at location listed above, a permanent Sewer service connection point by providing the Government a completed and fully functional system. This Design/Build strategy includes: Environmental Resource Permitting, Project Management, Design and Plan Production, Utility Permitting, Construction Contract Administration as detailed in the City of Clewiston’s Continuing Agreement for Professional Services, Work Order No. :21, and any Vendor/Construction contract awards

to complete the work, at the one-time fee to the Government of \$465,000.00 (Four Hundred Sixty Five Thousand Dollars). Billing and payment shall comply with contract clause 52.232-25 PROMPT PAYMENT (JAN 2017), (a) Invoice payments--. It is understood that the first invoice shall be submitted upon execution of this intended contract modification for the sum of \$90,000.00 (Ninety Thousand dollars) that the Contractor shall commence professional services Work Order No.” 21.

The Government requests, as a Vendor/Construction contracting strategy, that the contract bid schedules be definitized work with a Baseline and 5 Options/Alternates as summarized in the following:

Baseline: On Site Improvements that include all material, labor, and equipment to construct an operational sewer system from the designed tap-in location through the connection point to Building SF-1.

Option 1: Gravity Sewer installation to include all material, labor, and equipment to construct an operational sewer system to Building SF-2.

Option 2: Gravity Sewer installation to include all material, labor, and equipment to construct an operational sewer system to Building SF-11.

Option 3: Gravity Sewer installation to include all material, labor, and equipment to construct an operational sewer system to Building SF-3 and SF-5.

Option 4: Gravity Sewer installation to include all material, labor, and equipment to construct an operational sewer system to Building SF-13.

Option 5: Gravity Sewer installation to include all material, labor, and equipment to construct an operational sewer system to service the “Volunteer RV” lot and the “Jolly Roger” building.

It is understood that the actual sequencing and grouping may be prescribed based on the engineering decisions for best practices to complete the system design. Full design anticipated to be prepared by the end of August 2020. Please follow the intent to allow for awarding options to fully optimize the \$465,000.00 of available funds, award contract(s), and invoice the Government prior to 30 September 2020.

The Contractor is reminded of clause 52.241-5 CONTRACTOR'S FACILITIES, paragraph (b), that the Government has granted a permit or license to enter the service location for any purpose under this contract.

Point of Contact:

Danny Williams

Danny.Williams@Clewiston-Fl.Gov

Office: 863-983-1454

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: May 18, 2020

Subject: Resolution No. 2020-33

- 1. Background/History:** Resolution 2020-33 approves the award of the Lift Stations #21 & #24 Bypass Pump Improvements Contract to Boromei Construction, Inc. and authorizes the Mayor to execute the Contract on behalf of the City.

The City issued Bid No. 2020-05 to solicit proposals for the installations of a diesel bypass pump at two separate lift station locations in the City of Clewiston. The diesel bypass pumps have been purchased by the City and will be provided to the contractor. Staff recommends awarding the contract to the lowest bidder, Boromei Construction, Inc. This work is mandated by action item (B) of the Second Amended Consent Order between the City and The Florida Department of Environmental Protection.

- 2. Financial Impact:** \$118,460.00. The City will seek reimbursement of this expense under SRF Loan Agreement WW260421.
- 3. Attachments:**
- a. Resolution No. 2020-33
 - b. Lift Stations #21 & #24 Bypass Pump Improvements Contract
 - c. Bid Tabulation
 - d. Johnson Engineering Digitally Signed/Sealed Bid Tabulation
 - e. Johnson Engineering Evaluation and Recommendation Letter
 - f. Affidavit of Publication
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2020-33.

RESOLUTION NO. 2020-33

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE AWARD OF THE LIFT STATIONS #21 & #24 BYPASS PUMP IMPROVEMENTS CONTRACT TO BOROMEI CONSTRUCTION, INC. AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

WHEREAS, the City of Clewiston ("City") requested proposals for services for the installation of two diesel bypass pumps at lift station locations within the City of Clewiston, the installation of which is mandated by action item (B) of the Second Amended Consent Order between the City and the Florida Department of Environmental Protection; and

WHEREAS, five proposals were received on May 13, 2020; and

WHEREAS, City staff recommends awarding the Lift Stations #21 & #24 Bypass Pump Improvements Contract to Boromei Construction, Inc.

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

SECTION 1. The Lift Stations #21 & #24 Bypass Pump Improvements Contract is awarded to Boromei Construction, Inc.

SECTION 2. The Mayor is hereby authorized to execute the Lift Stations #21 & #24 Bypass Pump Improvements Contract with Boromei Construction, Inc.

PASSED AND ADOPTED in open session this 18th day of May, 2020.

ATTEST:

CITY OF CLEWISTON, FLORIDA

Mary K. Combass, Interim City Clerk

Mali Gardner, Mayor

(MUNICIPAL SEAL)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Gary M. Brandenburg, City Attorney

DOCUMENT 00500
AGREEMENT

THIS AGREEMENT is by and between the City of Clewiston (hereinafter called OWNER) and Boromei Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CITY OF CLEWISTON
LIFT STATIONS #21 AND #24 BYPASS PUMP IMPROVEMENTS

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Work to be done under this Contract consists of the installation of a diesel bypass pump at two (2) separate lift stations located in the City of Clewiston and identified as Lift Station #21 and Lift Station #24. The Work will include, but is not limited to, the replacement and installation of associated suction and discharge piping and valves, concrete support pads and restoration. See Attachment A - Bid Sheet for quantities.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by JOHNSON ENGINEERING, INC., who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 42 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNERS \$100.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

A. This Section Not Used.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph:

See Attachment A

TOTAL \$ 118,460.00

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements :

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90% of Work completed (with the balance being retainage) as determined by the ENGINEER, and if the charter and progress of the Work have been satisfactory to OWNER and ENGINEER.

b. 90% of cost of the Products not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.00% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. General Conditions;
5. Supplementary Conditions;
6. Specifications as listed in the Project Manual;
7. Drawings bearing the following general title: City of Clewiston Lift Stations #21 and #24 Bypass Pump Improvements
8. Addenda (numbers 1 to 7, inclusive);
9. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed;
 - b. CONTRACTOR's Bid; and
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives; and
 - c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents .

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Other Provisions

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to ENGINEER, OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Clewiston

Boromei Construction, Inc.

By: _____
Mali Gardner, Mayor
(CORPORATE SEAL)

By: _____
[CORPORATE SEAL]

Attest _____
Mary K. Combass, City Clerk
Address for giving notices:

Attest _____
Address for giving notices:

Randy Martin, City Manager
115 West Ventura Avenue
Clewiston, FL 33440

License No. _____
(Where applicable)

Agent for service of process:

Designated Representative:

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

Attachment A

BID SHEET

SECTION 1: GENERAL					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	1	LS		5,000
2	Maintenance of Pedestrian and Vehicular Traffic	1	LS		500.00
3	Survey Layout and Asbuilts	1	LS		4,000
4	Exploratory Potholes	2	EA	1,800	3,600
SECTION 1 SUBTOTAL:					13,100.00
SECTION 2: PUMP STATION #21 IMPROVEMENTS - N SAN JOSE STREET					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
5	Install Thompson 4JSCM-DYS-3TNVF-DC Diesel Bypass Pump (Installation Only)	1	LS		3,000
6	Furnish and Install Reinforced Concrete Pad for Bypass Pump	8	SY	200.00	1,600
7	Furnish and Install Bypass Pump Suction Piping and Fittings	1	LS		20,000
8	Furnish and Install Bypass Pump Discharge Piping, Fittings, and Valves	1	LS		15,000
9	Connect to Existing Force Main	1	EA		4,000
SECTION 2 SUBTOTAL:					43,600.00
SECTION 3: PUMP STATION #24 IMPROVEMENTS - SAGINAW AVENUE					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
10	Install Thompson 4JSCM-DIS-4LE2T-DC Diesel Bypass Pump (Installation Only)	1	LS		3,000
11	Furnish and Install Reinforced Concrete Pad for Bypass Pump	8	SY	200.00	1,600
12	Furnish and Install Bypass Pump Suction Piping and Fittings	1	LS		20,000
13	Furnish and Install Bypass Pump Discharge Piping, Fitting, and Valves	1	LS		15,000
14	Connect to Existing Force Main	1	EA		4,000
SECTION 3 SUBTOTAL:					43,600.00

Attachment A

SECTION 4: ALLOWANCE					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
15	Contingency Allowance: Allowance for unforeseen conditions will be made at the appropriate contract price for time and materials, lump sump, and/or contract unit price. Must be Approved by the Owner prior to performing work.	1	T&M	\$ 10,000.00	\$ 10,000.00
SECTION 4 SUBTOTAL:					\$ 10,000.00

SECTION 5: BID ALTERNATES					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
16	Restrain Existing Force Main (PS #21)	34	LF	120.00	4,080
17	Restrain Existing Force Main (PS #24)	34	LF	120.00	4,080
SECTION 5 SUBTOTAL:					8,160.00

COST SUMMARY	
SECTION 1 GENERAL SUBTOTAL:	13,100
SECTION 2 PUMP STATION #21 SUBTOTAL:	43,600
SECTION 3 PUMP STATION #24 SUBTOTAL:	43,600
SECTION 4 ALLOWANCE :	\$10,000.00
ANTICIPATED CONSTRUCTION TOTAL:	110,300
SECTION 5 BID ALTERNATES:	8,160
ANTICIPATED CONSTRUCTION TOTAL (WITH ALTERNATES):	118,460

CITY OF CLEWISTON
 115 West Ventura Ave.
 Clewiston, FL 33440

TABULATION

Bid No. 2020-05 Lift Stations #21 & #24 Bypass Pump Improvements
 May 13, 2020

No.	Bidder	Section 1 General Subtotal	Section 2 PS #21 Subtotal	Section 3 PS #24 Subtotal	Section 4 Allowance	Anticipated Construction Total	Section 5 Bid Alternates	Anticipated Construction Total with Alternates
1.	Boromei Construction, Inc.	13,100.00	43,600.00	43,600.00	10,000.00	110,300.00	8,160.00	118,460.00
2.	Florida Design Drilling Corporation	12,500.00	51,900.00	51,900.00	10,000.00	126,300.00	1,700.00	128,000.00
3.	U.S. Water Services Corporation	20,606.00	45,632.65	45,983.45	10,000.00	122,222.10	15,060.30	*137,282.40
4.	Hinterland Group, Inc.	14,000.00	59,500.00	59,500.00	10,000.00	143,000.00	11,900.00	154,900.00
5.	Denco Construction, Inc.	21,700.00	71,000.00	71,000.00	10,000.00	173,700.00	2,040.00	175,740.00

*There was a numerical error in U.S. Water Services Corporation's Anticipated Construction Total with Alternates bid.

The total bid of \$137,282.41 was corrected to \$137,282.40 as shown on the Tabulation Sheet.



May 14, 2020

Via Email Only: Danny.Williams@clewiston-fl.gov

Danny Williams, Utilities Director
The City of Clewiston
141 Central Avenue
Clewiston, FL 33440

**RE: City of Clewiston Bid No. 2020-0 Lift Stations #21 & #24 Bypass Pump Improvements
Low Bidder: Boromei Construction, Inc.**

Dear Danny:

The bid opening for the above-referenced project took place on Wednesday, May 13, 2020. The City of Clewiston provided the results of the bid opening to Johnson Engineering on the same business day. Johnson Engineering performed an evaluation of the results and our recommendation is contained herein. The following bids were received and for convenience purposes, they are listed from lowest to highest.

BIDDER	BASE BID	ALTERNATE BID	TOTAL BID WITH ALTERNATE
Boromei Construction, Inc.	\$110,300.00	\$8,160.00	\$118,460.00
U.S. Water Services Corporation	\$122,222.10	\$15,060.30	\$137,282.41
Florida Design Drilling Corporation	\$126,300.00	\$1,700.00	\$128,000.00
Hinterland Group, Inc.	\$143,000.00	\$11,900.00	\$154,900.00
Denco Construction, Inc.	\$173,700.00	\$2,040.00	\$175,740.00

For comparison purposes, Johnson Engineering provided the City of Clewiston with an Opinion of Probable Construction Cost for the base bid in the amount of \$106,500.00 and an alternate bid amount of \$5,100.00 for a total of \$111,600.00.

Following the bid opening, Johnson Engineering prepared the enclosed Bid Tabulation Analysis, which includes an analysis for mathematical errors. None were found; however, a clerical error was found in U.S. Water Services' written total, correcting their amount as written above to the corrected total of \$137,272.40.

Danny Williams, Utilities Director
Re: City of Clewiston Bid No. 2020-0
Low Bidder: Boromei Construction, Inc.
May 14, 2020
Page 2

All bidders acknowledged Bid Addendums #1 through #7, with the exception of Hinterland Group, who acknowledged Bid Addendums #1 through #6.

The results showed Boromei Construction, Inc. as the low bidder. Boromei Construction, Inc. is a reasonable and responsive bid. Johnson Engineering performed verification research through the Florida Department of Business and Professional Regulation (DBPR). The research showed that Danny Boromei, contact for Boromei Construction, Inc., has a current and active Certified General Contractors License through the state of Florida, and is a qualified Construction Business.

Additionally, Johnson Engineering contacted the references provided by Boromei Construction, Inc. Four of the five references were contacted, and the reference information was confirmed. The call log with the responses from each reference is provided in the attachments section. The remaining reference was left a voice mail and email on the phone number and email address provided by the bidder, but no response has been received.

Subject to concurrence with the City of Clewiston, we believe the selection of Boromei Construction, Inc. by the City of Clewiston for the intended work contained within the bid documents would be an appropriate choice. Should you have any questions, or require additional information, please let me know.

Very truly yours,

JOHNSON ENGINEERING, INC.



William H. Saum, P.E.
License No. 88659
E.B. #642 & L.B. #642

WHS/ljb
Enclosure
20181170-014

Cc:Lynne Mila
Kath Combass

ORIGINAL

DOCUMENT 00412
BID FORM - UNIT PRICE

To: CITY OF CLEWISTON (OWNER)

Date: 05/13/2020

Submitted by: Boromei Construction, Inc
(full name)

Project Title: City of Clewiston Lift Stations #21 & #24 Bypass Pump Improvements

1. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by the Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form in lawful money of the United States of America.

We have included the security Bid Bond as required by the Instruction to Bidders.

All applicable federal taxes are included and State of Florida taxes are included in the Unit Prices.

All Allowances described in 01025 Measurement and Payment are included in the Bid Prices.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within seven days of receipt of acceptance of this bid.

Furnish the required bonds within seven days of receipt of acceptance of this bid in the form described in Supplementary Conditions.

Commence work within fourteen days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

If this Bid is accepted, we will:

Complete the Work in 60 days of the Notice to Proceed.

4. UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

SEE ATTACHMENT A

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 4/29/20

Addendum # 2 Dated 4/30/20

Addendum # 3 Dated 5/4/20

Addendum # 4 Dated 5/5/20

Addendum # 5 Dated 5/6/20

Addendum # 6 Dated 5/11/20

Addendum # 7 Dated 5/12/20

6. BID FORM SIGNATURES

The Corporate Seal of

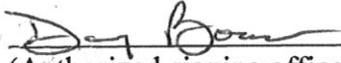
Boromei Construction, Inc

(Bidder - print the full name of your firm)

CGC1508299

(License number)

was hereunto affixed in the presence of:

 Danny Boromei, President
(Authorized signing officer Title)

(Seal)

Type or print in ink the following information:

Contact Person: Danny Boromei

Mailing Address: 420B NW 3rd Street

Okeechobee, FL 34972

Telephone No.: 863-623-4314

Facsimile No.: 863-763-6337

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF DOCUMENT

Attachment A

BID SHEET

SECTION 1: GENERAL					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	1	LS		5,000
2	Maintenance of Pedestrian and Vehicular Traffic	1	LS		500.00
3	Survey Layout and Asbuilts	1	LS		4,000
4	Exploratory Potholes	2	EA	1,800	3,600
SECTION 1 SUBTOTAL:					13,100.00
SECTION 2: PUMP STATION #21 IMPROVEMENTS - N SAN JOSE STREET					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
5	Install Thompson 4JSCM-DYS-3TNVF-DC Diesel Bypass Pump (Installation Only)	1	LS		3,000
6	Furnish and Install Reinforced Concrete Pad for Bypass Pump	8	SY	200.00	1,600
7	Furnish and Install Bypass Pump Suction Piping and Fittings	1	LS		20,000
8	Furnish and Install Bypass Pump Discharge Piping, Fittings, and Valves	1	LS		15,000
9	Connect to Existing Force Main	1	EA		4,000
SECTION 2 SUBTOTAL:					43,600.00
SECTION 3: PUMP STATION #24 IMPROVEMENTS - SAGINAW AVENUE					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
10	Install Thompson 4JSCM-DIS-4LE2T-DC Diesel Bypass Pump (Installation Only)	1	LS		3,000
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14	Connect to Existing Force Main	1	EA		4,000
SECTION 3 SUBTOTAL:					43,600.00

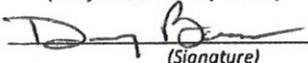
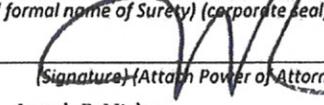
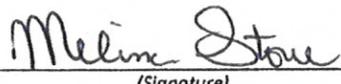
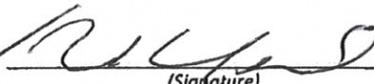
Attachment A

SECTION 4: ALLOWANCE					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
15	Contingency Allowance: Allowance for unforeseen conditions will be made at the appropriate contract price for time and materials, lump sum, and/or contract unit price. Must be Approved by the Owner prior to performing work.	1	T&M	\$ 10,000.00	\$ 10,000.00
SECTION 4 SUBTOTAL:					\$ 10,000.00

SECTION 5: BID ALTERNATES					
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE
16	Restrain Existing Force Main (PS #21)	34	LF	120.00	4,080
17	Restrain Existing Force Main (PS #24)	34	LF	120.00	4,080
SECTION 5 SUBTOTAL:					8,160.00

COST SUMMARY	
SECTION 1 GENERAL SUBTOTAL:	13,100
SECTION 2 PUMP STATION #21 SUBTOTAL:	43,600
SECTION 3 PUMP STATION #24 SUBTOTAL:	43,600
SECTION 4 ALLOWANCE :	\$10,000.00
ANTICIPATED CONSTRUCTION TOTAL:	110,300
SECTION 5 BID ALTERNATES:	8,160
ANTICIPATED CONSTRUCTION TOTAL (WITH ALTERNATES):	118,460

BID BOND (DAMAGES FORM)

Bidder Name: Boromei Construction, Inc. Address (principal place of business): 420B N.W. 3rd Street Okeechobee, FL 34972	Surety Name: United States Fire Insurance Company Address (principal place of business): 305 Madison Avenue Morristown, NJ 07960
Owner Name: City of Clewiston Address (principal place of business): 115 West Ventura Ave. Clewiston, FL 33440	Bid Project (name and location): City of Clewiston Lift Stations #21 & #24 Bypass Pump Improvements Bid Due Date: May 13, 2020
Bond Bond Amount: 5% of Amount Bid Date of Bond: May 13, 2020	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Boromei Construction, Inc. <i>(Full formal name of Bidder)</i> By: <u></u> <i>(Signature)</i> Name: <u>Danny Boromei</u> <i>(Printed or typed)</i> Title: <u>President</u>	Surety United States Fire Insurance Company <i>(Full formal name of Surety) (Corporate Seal)</i> By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Joseph P. Nielson</u> <i>(Printed or typed)</i> Title: <u>Attorney In Fact</u>
Attest: <u></u> <i>(Signature)</i> Name: <u>Melissa Stone</u> <i>(Printed or typed)</i> Title: <u>Secretary</u>	Attest: <u></u> <i>(Signature)</i> Name: <u>Kristi Messel</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000)**.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President



State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843



Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 13th day of May 20

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

LICENSE NUMBER: CGC1508299

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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Similar Projects

Project Name: Wauchula Hills WWTP

Location: Wauchula, FL

Owner: Hardee County Purchasing Dept.

Address: 205 Hanchey Road
Wauchula, FL 33873

Contact: Greg Giarrantana

Phone: 561.314.4445

Email: ggiarrantana@craigasmith.com

Description: Installation of (1) one headworks influent bar screen, one small dumpster concrete slab with 6-inch gravity sewer drain line that connects into the sites existing sewer collection system and one large concrete slab with a 6-inch diameter drain line that connects into the onsite gravity sewer collection system. Installed approximately 120ft of 8-inch gravity main.

Contract Date: August 2018

Contract Amount: \$314,962

Change Orders: \$17,374

Final Contract: 332,336

Completion: February 2019

Project Name: Torry Island Campground Sanitary Sewer Improvements

Owner: City of Belle Glade

Address: 110 Drive, Martin Luthur King Jr. Blvd
Belle Glade, Florida

Engineer: Craig A. Smith & Associates

7777 Glades Rd Ste. 410
Boca Raton, FL 33434

Contact: Jim Orth

Phone: 561-314-4445 x215

Email: jorth@craigasmith.com

Description: Install Approximately 1800 LF of 8" PVC sanitary sewer main, 10 manholes, 128 4" PVC Sanitary laterals and 140 LF 2" PVC force main to serve a campground Facility.

Contract Date: September 2018

Contract Amount: \$1,550,446.00

Change Orders: \$80,185.25

Final Contract: \$1,630,631.25

Completion: May 2019

Project Name: Douglas Brown Community Center Lift Station Improvements

Location: Okeechobee, FL

Owner: Okeechobee County

Address: 304 NW 2nd St.
Okeechobee, FL 34974

Contact: Donnie Oden

Phone: 863.763.0805

Email: doden@co.okeechobee.fl.us

Description: Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards and tied into an existing gravity main and force main.

Original Contract: \$80,635.00

Contract Date: 10.23.2017

Final Contract: \$78,400.00

Completion: February 2018

Project Name: Lift Station 13 Improvements

Location: West Palm Beach, FL

Owner: City of West Palm Beach

Address: 401 Clematis Street
West Palm Beach, FL 33402

Engineer: Kimley-Horn

Contact: Fannie Howard

Phone: 561.840.0246

Email: fannie.howard@kimley-horn.com

Description: Demolition, construction of a CBS building addition with sheet pile foundation to house new electrical equipment, construction of replacement electrical and control equipment for the existing pumps and motors, new overhead door, new bridge crane, new opening for air intake, nine (9) new valve actuators, eyewash station with water service, new ultrasonic flowmeter and vault, new generator and support pad, associated structural, mechanical, plumbing and electrical work, instrumentation and controls, conduit and pullboxes, undergrounding of station electrical service, painting, fencing, architectural treatment and accessory items, station programming and startup services. Installed approximately 1700ft of gravity main.

Original Contract: \$1,420,908.00

Contract Date: 10.1.2015

Final Contract: \$1,324,778.04

Completion: May 2017

Project: Three Island Reuse Irrigation

Owner: City of Hallandale Beach

Address: 400 S. Federal Hwy
Hallandale Beach, FL 33009

Contract: Manga Ebbe

Phone: 954-457-3043

Email: mebbe@hallandalebeachfl.gov

Description: Consist of approximately 3775 LF of new pressurized reuse irrigation main, out of which 3175 LF will be 8" PVC C-900 and the remaining 600LF will be 10" DIPS HDPE DR9 to be installed via horizontal directional drilling crossing underneath the Desota waterway canal.

Contract Date: September 2016

Contract Amount: 1,399,880.00

Change Orders: 108,818.83

Completion Date: April 2018

Log On

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Licensee Details

Licensee Information

Name:	BOROMEI, DANNY LOWRY (Primary Name) BOROMEI CONSTRUCTION INC (DBA Name)
Main Address:	881 SW 128TH AVE OKEECHOBEE Florida 34974
County:	OKEECHOBEE
License Mailing:	
LicenseLocation:	

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1508299
Status:	Current,Active
Licensure Date:	01/06/2005
Expires:	08/31/2020

Special Qualifications

	Qualification Effective
Construction Business	01/06/2005

Alternate Names

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Boromei Construction, Inc.

Reference Call Log

Information Provided by the Bidder (Boromei Construction, Inc.)				Information from Reference Verification		
Project Name/ Reference #	Project Owner	Project Contact	Contact Phone/Email	Contact	Comments	Date Contacted
#1 Wauchula Hills WWTP	Hardee County Purchasing Dept.	Greg Giarrantana Engineer	561-314-4445 ggiarrantana@craigasmith.com	Greg at the phone number provided by the bidder.	<ul style="list-style-type: none"> • Greg was familiar with the project and confirmed the contract value. • He said there were no issues related to the contractor. • He would work with them again on another project. 	5/14/2020
#2 Torry Island Campground Sanitary Sewer Improvements	City of Belle Glade	Jim Orth Engineer	561-314-4445 jorth@craigasmith.com	Jim at the phone number provided by the bidder.	<ul style="list-style-type: none"> • Jim was familiar with the project and confirmed the contract value. • He said there were no issues with the Contractor, but there was a scheduling delay due to a subcontractor that was out of the control of Boromei Construction. He added that they did a good job managing the project. • He would work with them again on another project. 	5/14/2020
#3 Douglas Brown Community Center Lift Station Improvements.	Okeechobee County	Donnie Oden Director, Facilities & Development Services	863-763-0805 doden@co.okeechobee.fl.us	Donnie at the email address provided by the bidder.	<ul style="list-style-type: none"> • Donnie was familiar with the project and confirmed the contract value. • He said there were no issues related to the contractor. He added they handled the project in a very professional manner. • He said they are welcome to bid on any future projects for Okeechobee County. 	5/14/2020
#4 Lift Station 13 Improvements	City of West Palm Beach	Fannie Howard Engineer	561-840-0246 fannie.howard@kimley-horn.com	Voicemail was left on the phone number provided by the bidder. Email was sent to the email address provided by the bidder.	No Response from reference	5/14/2020
#5 Three Island Reuse Irrigation	City of Hallandale Beach	Manga Ebbe Project Manager	954-457-3043 mebbe@hallandalebeachfl.gov	Manga at the phone number provided by the bidder.	<ul style="list-style-type: none"> • Manga was familiar with the project and confirmed the contract value. • He said there were no issues related to the contractor. He added they were very helpful in working through some design issues. • He would work with them again on another project. 	5/14/2020



**CITY OF CLEWISTON - Utilities Department
LIFT STATION #21 AND #24 BYPASS PUMP IMPROVEMENTS
Bid Tabulation and Analysis**

5/14/2020

SECTION 1: GENERAL				Engineer's Estimate		Boromei Construction, Inc.		Florida Design Drilling Corp.		U.S. Water Services Corp.		Hinterland Group		Denco Construction	
ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,400.00	\$ 6,400.00	\$ 7,000.00	\$ 7,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
2	Maintenance of Pedestrian and Vehicular Traffic	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 2,490.00	\$ 2,490.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00
3	Survey Layout and Asbuilts	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,576.00	\$ 7,576.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00
4	Exploratory Potholes	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,800.00	\$ 3,600.00	\$ 500.00	\$ 1,000.00	\$ 1,770.00	\$ 3,540.00	\$ 2,000.00	\$ 4,000.00	\$ 500.00	\$ 1,000.00
SECTION 1 SUBTOTAL:				\$	10,500.00	\$	13,100.00	\$	12,500.00	\$	20,606.00	\$	14,000.00	\$	21,700.00
SECTION 2: PS#21 IMPROVEMENTS - N SAN JOSE STREET				Engineer's Estimate		Boromei Construction, Inc.		Florida Design Drilling Corp.		U.S. Water Services Corp.		Hinterland Group		Denco Construction	
5	Install Thompson 4JSCM-DYS-3TNVF-DC Diesel Bypass Pump (Installation Only)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,983.20	\$ 5,983.20	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
6	Furnish and Install Reinforced Concrete Pad for Bypass Pump	8	SY	\$ 625.00	\$ 5,000.00	\$ 200.00	\$ 1,600.00	\$ 1,200.00	\$ 9,600.00	\$ 723.63	\$ 5,789.04	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00
7	Furnish and Install Bypass Pump Suction Piping and Fittings	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,385.62	\$ 16,385.62	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
8	Furnish and Install Bypass Pump Discharge Piping, Fittings, and Valves	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,754.39	\$ 12,754.39	\$ 15,000.00	\$ 15,000.00	\$ 18,500.00	\$ 18,500.00
9	Connect to Existing Force Main	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,720.40	\$ 4,720.40	\$ 9,500.00	\$ 9,500.00	\$ 8,500.00	\$ 8,500.00
SECTION 2 SUBTOTAL:				\$	43,000.00	\$	43,600.00	\$	51,900.00	\$	45,632.65	\$	59,500.00	\$	71,000.00
SECTION 3: PS#24 IMPROVEMENTS - SAGINAW AVENUE				Engineer's Estimate		Boromei Construction, Inc.		Florida Design Drilling Corp.		U.S. Water Services Corp.		Hinterland Group		Denco Construction	
10	Install Thompson 4JSCM-DIS-4LE2T-DC Diesel Bypass Pump (Installation Only)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,983.20	\$ 5,983.20	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
11	Furnish and Install Reinforced Concrete Pad for Bypass Pump	8	SY	\$ 625.00	\$ 5,000.00	\$ 200.00	\$ 1,600.00	\$ 1,200.00	\$ 9,600.00	\$ 723.51	\$ 5,788.08	\$ 1,000.00	\$ 8,000.00	\$ 500.00	\$ 4,000.00
12	Furnish and Install Bypass Pump Suction Piping and Fittings	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,567.10	\$ 16,567.10	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
13	Furnish and Install Bypass Pump Discharge Piping, Fitting, and Valves	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,924.67	\$ 12,924.67	\$ 15,000.00	\$ 15,000.00	\$ 18,500.00	\$ 18,500.00
14	Connect to Existing Force Main	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,720.40	\$ 4,720.40	\$ 9,500.00	\$ 9,500.00	\$ 8,500.00	\$ 8,500.00
SECTION 3 SUBTOTAL:				\$	43,000.00	\$	43,600.00	\$	51,900.00	\$	45,983.45	\$	59,500.00	\$	71,000.00
SECTION 4: ALLOWANCE				Engineer's Estimate		Boromei Construction, Inc.		Florida Design Drilling Corp.		U.S. Water Services Corp.		Hinterland Group		Denco Construction	
15	Contingency Allowance: Allowance for unforeseen conditions will be made at the appropriate contract price for time and materials, lump sum, and / or contract unit price. Must be Approved by the Owner prior to performing work.	1	T&M	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SECTION 4 SUBTOTAL:				\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
SECTION 5: BID ALTERNATES				Engineer's Estimate		Boromei Construction, Inc.		Florida Design Drilling Corp.		U.S. Water Services Corp.		Hinterland Group		Denco Construction	
16	Restrain Existing Force Main (PS #21)	34	LF	\$ 75.00	\$ 2,550.00	\$ 120.00	\$ 4,080.00	\$ 25.00	\$ 850.00	\$ 273.57	\$ 9,301.38	\$ 250.00	\$ 8,500.00	\$ 30.00	\$ 1,020.00
17	Restrain Existing Force Main (PS #24)	34	LF	\$ 75.00	\$ 2,550.00	\$ 120.00	\$ 4,080.00	\$ 25.00	\$ 850.00	\$ 169.38	\$ 5,758.92	\$ 100.00	\$ 3,400.00	\$ 30.00	\$ 1,020.00
SECTION 5 SUBTOTAL:				\$	5,100.00	\$	8,160.00	\$	1,700.00	\$	15,060.30	\$	11,900.00	\$	2,040.00
COST SUMMARY				Engineer's Estimate		Boromei Construction, Inc.		Florida Design Drilling Corp.		U.S. Water Services Corp.		Hinterland Group		Denco Construction	
SECTION 1 GENERAL SUBTOTAL:				\$	10,500.00	\$	13,100.00	\$	12,500.00	\$	20,606.00	\$	14,000.00	\$	21,700.00
SECTION 2 PUMP STATION #21 SUBTOTAL:				\$	43,000.00	\$	43,600.00	\$	51,900.00	\$	45,632.65	\$	59,500.00	\$	71,000.00
SECTION 3 PUMP STATION #24 SUBTOTAL:				\$	43,000.00	\$	43,600.00	\$	51,900.00	\$	45,983.45	\$	59,500.00	\$	71,000.00
SECTION 4 ALLOWANCE :				\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
ANTICIPATED CONSTRUCTION TOTAL:				\$	106,500.00	\$	110,300.00	\$	126,300.00	\$	122,222.10	\$	143,000.00	\$	173,700.00
SECTION 5 BID ALTERNATES:				\$	5,100.00	\$	8,160.00	\$	1,700.00	\$	15,060.30	\$	11,900.00	\$	2,040.00
ANTICIPATED CONSTRUCTION TOTAL (WITH ALTERNATES):				\$	111,600.00	\$	118,460.00	\$	128,000.00	\$	137,282.40	\$	154,900.00	\$	175,740.00

Written in Bid: \$137,282.41 Did not acknowledge BA#7

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 Elskan Muros, who on oath says she is the Publisher of the Lake Okeechobee News, weekly Newspaper published in Hendry County, Florida, that the attached copy of advertisement being a Public Notice

in the matter of Notice

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

4/29/2020

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

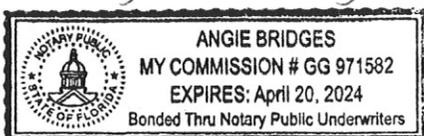
Katrina Elskan Muros

Katrina Elskan Muros

Sworn to and subscribed before me this 11th day of May 2020 AD

Notary Public, State of Florida at Large

Angie Bridges



ADVERTISEMENT FOR BIDS
City of Clewiston
Clewiston, Florida
Lift Stations #21 & #24 Bypass Pump Improvements

General Notice
The City of Clewiston (Owner) is requesting Bids for the construction of the following Project:
Lift Stations #21 & #24 Bypass Pump Improvements
Bid No. 2020-05

Bids for the construction of the Project will be received at the City of Clewiston City Hall located at 115 West Ventura Avenue, Clewiston, Florida 33440, until May 13, 2020 at 11:00 am local time. At that time the Bids received will be opened and read through teleconferencing. This action is necessary to protect the public and follow the CDC guidance regarding social distancing as a result of COVID-19. All interested parties who wish to join the call should dial this number: 863-254-4038 code 395839.

The Project includes the following Work:
The project is titled City of Clewiston Lift Stations #21 & #24 Bypass Pump Improvements. The work consists of providing backup pumping capabilities to the lift station by way of above ground diesel bypass pumps.

Owner anticipates that the Project's total bid price will be approximately \$120,000. The Project has an expected duration of 14 days.

Obtaining the Bidding Documents
The Issuing Office for the Bidding Documents is:
City of Clewiston
Clerk's Office
115 West Ventura Avenue
Clewiston, Florida 33440

Prospective Bidders may examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 9:00 am to 4:00 pm, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Electronic copies of the Bidding Documents will be emailed to Prospective Bidders at no charge upon request to the Issuing Office. The request shall include the full and complete name of the Prospective Bidder organization, the full name, title, and email address of the organization's contact person for this bid, and the mailing address for the organization.

Bidding Documents may be obtained from the Issuing Office during the hours indicated above.

Pre-bid Conference
A pre-bid conference is scheduled for May 5, 2020 at 11:00 am. The meeting will be conducted via teleconference, all interested parties who wish to join the call should dial this number: 863-254-4038 code 395839.

Prospective Bidders may make arrangements to visit the project site by contacting:
Mike Young
Cell Phone Number: (863) 228-0665

Instructions to Bidders.
For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:
Owner: City of Clewiston
By: Kathy Combass
Title: City Clerk
Date: April 29, 2020
406342 LD 4/29/2020

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 18, 2020**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
1	1.27.20	ACTION	City Manager/City Clerk will provide an updated Action/Agenda or Completed Item Update at each meeting.	X			
2	1.27.20	ACTION	Driveway Apron Ordinance Amendment – First Reading		7/20/2020		
3	1.27.20	ACTION	Royals Plaza Guardrail Safety Project			X	
4	1.27.20	ACTION	Storm Shutters Ordinance Review	X	6/15/2020		
5	1.27.20	ACTION	Water & Sewer Rate Study		4/20/2020	X	
6	1.27.20	ACTION	City Goals and Strategies Ongoing Discussion	X	TBD		3 rd Workshop TBD
7	1.27.20	ACTION	Recreation Budget Analyzed (Parks, Fields, Interlocal Agreements, Golf Budget, Pool and Youth Center)	X	7/20/2020		TBD
8	2.17.20	ACTION	US 27 Corridor Ordinance Review	X	TBD		PZB and CRA review underway
9	2.17.20	ACTION	Vacant Building Ordinance Review	X	TBD		PZB and CRA review underway

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 18, 2020**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
10	2.17.20	ACTION	First Responder Interlocal Agreement	X	TBD		County discussions underway
11	3.16.20	ACTION	City of Clewiston v. Johnson-Prewitt & Associates, Inc.			X	Case has been settled
12	3.16.20	ACTION	Clewiston Police Department FDLE Grant			X	Punch list complete. Pursuing formal closeout of grant.
13	4.20.20	ACTION	Electric Rate Study			X	
14	4.20.20	ACTION	Power Cost Adjustment for COVID-19	X		X	May approved.
15	4.20.20	ACTION	Electric Rate Stabilization Policy	X	To be finalized during budget		Study is complete
16	4.20.20	ACTION	Review water and sewer rates for "Out of City" and "Out of County" customers including bulk customers	X	Discuss during budget		
17	4.20.20	ACTION	Follow up on properties notified of inflow openings to see if they have been repaired			X	
18	4.20.20	ACTION	City Attorney will research ownership of Clewiston Canal and related matters	X	Underway		

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF MAY 18, 2020**

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
19	4.20.20	ACTION	Agreement with Corps re septic to sewer connection fee	X	5/18/2020		
20	4.20.20	ACTION	Review list of City Engineers for continuing professional engineering services and consider adding additional professional engineers	X	7/20/2020		



City of Clewiston, FL

Budget Report Group Summary

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 31 - Taxes						
	3,543,411.00	3,543,411.00	141,844.37	2,220,057.19	-1,323,353.81	62.65 %
Category: 31 - Taxes Total:	3,543,411.00	3,543,411.00	141,844.37	2,220,057.19	-1,323,353.81	62.65 %
Category: 32 - Licenses and Permits						
	108,166.00	108,166.00	2,540.76	40,908.67	-67,257.33	37.82 %
Category: 32 - Licenses and Permits Total:	108,166.00	108,166.00	2,540.76	40,908.67	-67,257.33	37.82 %
Category: 33 - Intergovernmental Revenue						
	1,530,986.00	1,696,895.00	26,919.49	1,020,924.32	-675,970.68	60.16 %
Category: 33 - Intergovernmental Revenue Total:	1,530,986.00	1,696,895.00	26,919.49	1,020,924.32	-675,970.68	60.16 %
Category: 34 - Charges for Services						
	1,350,477.00	1,350,477.00	109,498.93	820,773.73	-529,703.27	60.78 %
Category: 34 - Charges for Services Total:	1,350,477.00	1,350,477.00	109,498.93	820,773.73	-529,703.27	60.78 %
Category: 35 - Fines and Forfeitures						
	30,100.00	30,100.00	1,975.68	12,069.21	-18,030.79	40.10 %
Category: 35 - Fines and Forfeitures Total:	30,100.00	30,100.00	1,975.68	12,069.21	-18,030.79	40.10 %
Category: 36 - Misc. Revenue						
	92,525.00	98,013.00	28,810.75	114,137.74	16,124.74	116.45 %
Category: 36 - Misc. Revenue Total:	92,525.00	98,013.00	28,810.75	114,137.74	16,124.74	116.45 %
Category: 38 - Non-operating Sources (Uses)						
	128,454.00	128,454.00	0.00	127,231.73	-1,222.27	99.05 %
Category: 38 - Non-operating Sources (Uses) Total:	128,454.00	128,454.00	0.00	127,231.73	-1,222.27	99.05 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,290,303.00	1,290,303.00	0.00	645,147.00	-645,156.00	50.00 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:	1,290,303.00	1,290,303.00	0.00	645,147.00	-645,156.00	50.00 %
Category: 40 - CASH FORWARD						
	947,647.00	947,647.00	0.00	0.00	-947,647.00	0.00 %
Category: 40 - CASH FORWARD Total:	947,647.00	947,647.00	0.00	0.00	-947,647.00	0.00 %
Revenue Total:	9,022,069.00	9,193,466.00	311,589.98	5,001,249.59	-4,192,216.41	54.40 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 10 - General government						
1011 - City Commission	246,749.00	246,749.00	17,697.12	150,789.07	95,959.93	61.11 %
1012 - City Manager	313,075.00	322,143.00	22,002.16	183,021.19	139,121.81	56.81 %
1020 - General Government	1,267,691.00	1,004,782.00	12,930.79	176,804.04	827,977.96	17.60 %
1031 - Finance Department	296,242.00	304,311.00	19,785.72	153,306.43	151,004.57	50.38 %
7070 - Public Works Administration	273,133.00	278,341.00	19,961.28	156,471.24	121,869.76	56.22 %
7071 - Central Garage	164,342.00	167,434.00	8,143.94	89,697.84	77,736.16	53.57 %
Category: 10 - General government Total:	2,561,232.00	2,323,760.00	100,521.01	910,089.81	1,413,670.19	39.16 %
Category: 52 - Public safety						
1075 - Protective Services	246,547.00	249,139.00	13,741.14	101,467.68	147,671.32	40.73 %
1079 - Community Improvement	131,863.00	134,110.00	8,033.22	71,859.21	62,250.79	53.58 %
4040 - Police Department	1,910,922.00	1,945,497.00	130,457.82	1,065,582.69	879,914.31	54.77 %
4043 - Bullet Proof Vest Program	0.00	0.00	0.00	965.42	-965.42	0.00 %
5050 - Fire Department	462,587.00	467,202.00	31,204.80	265,778.74	201,423.26	56.89 %
Category: 52 - Public safety Total:	2,751,919.00	2,795,948.00	183,436.98	1,505,653.74	1,290,294.26	53.85 %
Category: 54 - Transportation						
7073 - Streets & Sidewalks	638,303.00	697,793.00	37,036.69	259,330.65	438,462.35	37.16 %
7075 - Community Landscaping Improvements	0.00	0.00	0.00	22,598.94	-22,598.94	0.00 %
7078 - Street Lighting	90,300.00	110,510.00	2,964.12	38,200.84	72,309.16	34.57 %
Category: 54 - Transportation Total:	728,603.00	808,303.00	40,000.81	320,130.43	488,172.57	39.61 %
Category: 56 - Human Services						
4074 - Animal Control	153,622.00	154,025.00	7,704.98	61,556.13	92,468.87	39.97 %
7076 - Mosquito Control	342,183.00	342,183.00	13,287.76	107,547.03	234,635.97	31.43 %
Category: 56 - Human Services Total:	495,805.00	496,208.00	20,992.74	169,103.16	327,104.84	34.08 %
Category: 57 - Culture and recreation						
6060 - Library	312,923.00	319,272.00	20,071.75	180,164.63	139,107.37	56.43 %
6066 - I-HELP	0.00	0.00	0.00	765.00	-765.00	0.00 %
8080 - Rec. - Admin. & Parks	286,227.00	289,553.00	12,300.67	90,990.72	198,562.28	31.42 %
8081 - Rec. - Buildings & Structures	86,198.00	86,198.00	1,442.93	40,361.05	45,836.95	46.82 %
8082 - Sugarland Sports Complex	252,594.00	255,176.00	15,847.08	154,832.33	100,343.67	60.68 %
8083 - Recreation Programs	102,350.00	102,350.00	3,684.10	17,310.57	85,039.43	16.91 %
8084 - John Boy Auditorium	81,304.00	81,304.00	1,951.80	33,954.49	47,349.51	41.76 %
8086 - Rec. - Golf Course	823,858.00	835,215.00	59,030.95	394,740.70	440,474.30	47.26 %
Category: 57 - Culture and recreation Total:	1,945,454.00	1,969,068.00	114,329.28	913,119.49	1,055,948.51	46.37 %
Category: 90 - Debt service						
1011 - City Commission	3,312.00	3,312.00	532.91	1,598.77	1,713.23	48.27 %
1012 - City Manager	6,623.00	6,623.00	1,065.84	3,197.52	3,425.48	48.28 %
1078 - EDBG - Park of Commerce	82,443.00	82,443.00	0.00	32,494.08	49,948.92	39.41 %
4040 - Police Department	60,928.00	60,928.00	0.00	60,927.75	0.25	100.00 %
5050 - Fire Department	29,700.00	29,700.00	0.00	0.00	29,700.00	0.00 %
8082 - Sugarland Sports Complex	16,196.00	16,196.00	0.00	16,195.99	0.01	100.00 %
8086 - Rec. - Golf Course	52,168.00	52,168.00	8,633.27	25,899.79	26,268.21	49.65 %
Category: 90 - Debt service Total:	251,370.00	251,370.00	10,232.02	140,313.90	111,056.10	55.82 %
Category: 91 - Capital outlay						
1011 - City Commission	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
1012 - City Manager	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00 %
4056 - JAG 2019-DJ-BX-0666	0.00	5,854.00	0.00	0.00	5,854.00	0.00 %
4062 - FDLE (State)-Police Station	79,686.00	79,686.00	2,611.96	32,575.65	47,110.35	40.88 %
4074 - Animal Control	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
5050 - Fire Department	55,000.00	55,000.00	0.00	5,500.00	49,500.00	10.00 %
7070 - Public Works Administration	12,000.00	12,000.00	0.00	18,602.02	-6,602.02	155.02 %
7073 - Streets & Sidewalks	10,000.00	260,405.00	0.00	224,793.78	35,611.22	86.32 %
8080 - Rec. - Admin. & Parks	16,500.00	21,364.00	0.00	0.00	21,364.00	0.00 %
8082 - Sugarland Sports Complex	0.00	0.00	-2,700.00	0.00	0.00	0.00 %
8084 - John Boy Auditorium	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %

Budget Report

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Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
8086 - Rec. - Golf Course	56,000.00	56,000.00	0.00	55,642.75	357.25	99.36 %
Category: 91 - Capital outlay Total:	287,686.00	548,809.00	-88.04	337,114.20	211,694.80	61.43 %
Expense Total:	9,022,069.00	9,193,466.00	469,424.80	4,295,524.73	4,897,941.27	46.72 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-157,834.82	705,724.86	705,724.86	0.00 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 410 - ELECTRIC FUND						
Revenue						
Category: 34 - Charges for Services						
	11,327,531.00	11,327,531.00	861,345.36	6,319,004.47	-5,008,526.53	55.78 %
Category: 34 - Charges for Services Total:	11,327,531.00	11,327,531.00	861,345.36	6,319,004.47	-5,008,526.53	55.78 %
Category: 36 - Misc. Revenue						
	98,140.00	98,140.00	248.90	85,465.58	-12,674.42	87.09 %
Category: 36 - Misc. Revenue Total:	98,140.00	98,140.00	248.90	85,465.58	-12,674.42	87.09 %
Category: 38 - Non-operating Sources (Uses)						
	1,486,316.00	1,486,316.00	0.00	0.00	-1,486,316.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	1,486,316.00	1,486,316.00	0.00	0.00	-1,486,316.00	0.00 %
Revenue Total:	12,911,987.00	12,911,987.00	861,594.26	6,404,470.05	-6,507,516.95	49.60 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 49 - Electricity Purchased						
2030 - Customer Records	8,169,761.00	8,169,761.00	616,951.73	3,913,635.60	4,256,125.40	47.90 %
Category: 49 - Electricity Purchased Total:	8,169,761.00	8,169,761.00	616,951.73	3,913,635.60	4,256,125.40	47.90 %
Category: 51 - Personal Services						
2009 - Electric Transmission	52,952.00	54,426.00	4,129.10	30,771.18	23,654.82	56.54 %
2010 - Electric Distribution	478,061.00	491,247.00	37,162.23	276,946.35	214,300.65	56.38 %
2015 - Purchasing / Warehouse	55,502.00	56,607.00	3,456.29	29,424.01	27,182.99	51.98 %
2025 - Electric Meter Reading	43,807.00	43,952.00	804.60	18,719.75	25,232.25	42.59 %
2030 - Customer Records	444,187.00	428,277.00	30,393.33	233,529.25	194,747.75	54.53 %
Category: 51 - Personal Services Total:	1,074,509.00	1,074,509.00	75,945.55	589,390.54	485,118.46	54.85 %
Category: 53 - Contractual Services						
2010 - Electric Distribution	125,000.00	125,000.00	0.00	28,618.76	96,381.24	22.90 %
2015 - Purchasing / Warehouse	3,800.00	3,800.00	0.00	3,786.75	13.25	99.65 %
2025 - Electric Meter Reading	44,000.00	50,818.00	37.25	20,061.36	30,756.64	39.48 %
2030 - Customer Records	213,769.00	213,769.00	802.10	76,407.10	137,361.90	35.74 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 53 - Contractual Services Total:	401,569.00	408,387.00	839.35	128,873.97	279,513.03	31.56 %
Category: 59 - Other Uses / Transfers						
2010 - Electric Distribution	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
2045 - Miscellaneous Expenses	1,037,143.00	988,716.00	0.00	0.00	988,716.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	1,087,143.00	1,038,716.00	0.00	0.00	1,038,716.00	0.00 %
Category: 71 - Supplies						
2009 - Electric Transmission	1,050.00	1,050.00	0.00	82.94	967.06	7.90 %
2010 - Electric Distribution	44,000.00	44,000.00	101.95	21,469.26	22,530.74	48.79 %
2015 - Purchasing / Warehouse	3,300.00	3,300.00	0.00	281.14	3,018.86	8.52 %
2025 - Electric Meter Reading	4,400.00	4,400.00	0.00	747.53	3,652.47	16.99 %
2030 - Customer Records	85,200.00	85,200.00	5,260.76	55,225.71	29,974.29	64.82 %
Category: 71 - Supplies Total:	137,950.00	137,950.00	5,362.71	77,806.58	60,143.42	56.40 %
Category: 72 - Utilities						
2009 - Electric Transmission	1,000.00	1,000.00	41.70	292.43	707.57	29.24 %
2010 - Electric Distribution	15,500.00	15,500.00	1,282.72	7,425.29	8,074.71	47.91 %
2015 - Purchasing / Warehouse	7,000.00	7,000.00	903.38	4,840.56	2,159.44	69.15 %
2030 - Customer Records	7,000.00	7,000.00	907.94	6,164.38	835.62	88.06 %
2045 - Miscellaneous Expenses	20,000.00	20,000.00	0.00	10,120.75	9,879.25	50.60 %
Category: 72 - Utilities Total:	50,500.00	50,500.00	3,135.74	28,843.41	21,656.59	57.12 %
Category: 73 - Insurance						
2009 - Electric Transmission	3,577.00	3,577.00	0.00	1,782.00	1,795.00	49.82 %
2010 - Electric Distribution	32,234.00	32,234.00	0.00	16,074.00	16,160.00	49.87 %
2015 - Purchasing / Warehouse	779.00	779.00	0.00	390.00	389.00	50.06 %
2025 - Electric Meter Reading	2,442.00	2,442.00	0.00	1,218.00	1,224.00	49.88 %
2030 - Customer Records	3,155.00	3,155.00	0.00	1,572.00	1,583.00	49.83 %
Category: 73 - Insurance Total:	42,187.00	42,187.00	0.00	21,036.00	21,151.00	49.86 %
Category: 74 - Repairs and maintenance						
2009 - Electric Transmission	60,500.00	74,066.00	0.00	18,566.11	55,499.89	25.07 %
2010 - Electric Distribution	257,000.00	357,000.00	7,527.02	85,155.56	271,844.44	23.85 %
2015 - Purchasing / Warehouse	15,000.00	15,000.00	66.75	19,434.46	-4,434.46	129.56 %
2025 - Electric Meter Reading	8,500.00	8,500.00	452.21	7,763.36	736.64	91.33 %
2030 - Customer Records	24,500.00	24,500.00	140.99	5,616.55	18,883.45	22.92 %
Category: 74 - Repairs and maintenance Total:	365,500.00	479,066.00	8,186.97	136,536.04	342,529.96	28.50 %
Category: 76 - Miscellaneous						
2010 - Electric Distribution	17,500.00	17,500.00	0.00	55.23	17,444.77	0.32 %
2015 - Purchasing / Warehouse	50.00	50.00	9.80	9.80	40.20	19.60 %
2025 - Electric Meter Reading	100.00	100.00	0.00	0.00	100.00	0.00 %
2030 - Customer Records	49,750.00	49,750.00	1,306.00	42,573.89	7,176.11	85.58 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
2045 - Miscellaneous Expenses	1,500.00	1,500.00	0.00	809.36	690.64	53.96 %
Category: 76 - Miscellaneous Total:	68,900.00	68,900.00	1,315.80	43,448.28	25,451.72	63.06 %
Category: 77 - Bad Debts						
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 77 - Bad Debts Total:	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Category: 91 - Capital outlay						
2010 - Electric Distribution	540,000.00	468,043.00	0.00	49,251.72	418,791.28	10.52 %
2015 - Purchasing / Warehouse	11,500.00	11,500.00	0.00	6,058.67	5,441.33	52.68 %
2025 - Electric Meter Reading	10,000.00	10,000.00	0.00	13,286.46	-3,286.46	132.86 %
2030 - Customer Records	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Category: 91 - Capital outlay Total:	564,500.00	492,543.00	0.00	68,596.85	423,946.15	13.93 %
Category: 93 - Operating transfers - out						
2045 - Miscellaneous Expenses	899,468.00	899,468.00	0.00	449,732.00	449,736.00	50.00 %
Category: 93 - Operating transfers - out Total:	899,468.00	899,468.00	0.00	449,732.00	449,736.00	50.00 %
Expense Total:	12,911,987.00	12,911,987.00	711,737.85	5,457,899.27	7,454,087.73	42.27 %
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	149,856.41	946,570.78	946,570.78	0.00 %

Budget Report

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Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
Revenue						
Category: 32 - Licenses and Permits						
	305,313.00	305,313.00	6,669.83	70,700.12	-234,612.88	23.16 %
Category: 32 - Licenses and Permits Total:	305,313.00	305,313.00	6,669.83	70,700.12	-234,612.88	23.16 %
Category: 33 - Intergovernmental Revenue						
	0.00	381,032.00	0.00	0.00	-381,032.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	0.00	381,032.00	0.00	0.00	-381,032.00	0.00 %
Category: 34 - Charges for Services						
	3,505,560.00	3,505,560.00	309,862.97	1,936,060.92	-1,569,499.08	55.23 %
Category: 34 - Charges for Services Total:	3,505,560.00	3,505,560.00	309,862.97	1,936,060.92	-1,569,499.08	55.23 %
Category: 36 - Misc. Revenue						
	102,638.00	102,638.00	573.66	31,805.97	-70,832.03	30.99 %
Category: 36 - Misc. Revenue Total:	102,638.00	102,638.00	573.66	31,805.97	-70,832.03	30.99 %
Category: 38 - Non-operating Sources (Uses)						
	1,340,166.00	1,340,166.00	0.00	0.00	-1,340,166.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	1,340,166.00	1,340,166.00	0.00	0.00	-1,340,166.00	0.00 %
Revenue Total:	5,253,677.00	5,634,709.00	317,106.46	2,038,567.01	-3,596,141.99	36.18 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
3005 - Water Treatment Plant	224,374.00	229,185.00	14,656.05	113,840.27	115,344.73	49.67 %
3010 - Trans / Distribution	102,755.00	104,204.00	8,400.25	53,455.81	50,748.19	51.30 %
3025 - Water Meter Reading	59,383.00	59,616.00	4,450.24	32,667.52	26,948.48	54.80 %
3042 - Water / Sewer Administ.	170,266.00	154,169.00	10,062.94	76,554.69	77,614.31	49.66 %
3052 - Sewer Treatment Plant	231,806.00	238,215.00	17,964.33	140,568.06	97,646.94	59.01 %
3062 - Sewer Trans / Collection	114,460.00	117,655.00	8,855.77	69,681.65	47,973.35	59.23 %
Category: 51 - Personal Services Total:	903,044.00	903,044.00	64,389.58	486,768.00	416,276.00	53.90 %
Category: 53 - Contractual Services						
3005 - Water Treatment Plant	74,000.00	74,000.00	3,866.41	20,568.41	53,431.59	27.80 %
3010 - Trans / Distribution	94,200.00	94,200.00	83.84	4,555.04	89,644.96	4.84 %
3025 - Water Meter Reading	44,000.00	50,818.00	0.00	29,769.80	21,048.20	58.58 %
3042 - Water / Sewer Administ.	180,918.00	180,918.00	542.10	84,662.38	96,255.62	46.80 %
3052 - Sewer Treatment Plant	335,000.00	335,000.00	40,270.30	123,538.46	211,461.54	36.88 %
3062 - Sewer Trans / Collection	125,000.00	125,000.00	0.00	21,748.96	103,251.04	17.40 %
3065 - DEP Grant	0.00	34,352.00	0.00	0.00	34,352.00	0.00 %
Category: 53 - Contractual Services Total:	853,118.00	894,288.00	44,762.65	284,843.05	609,444.95	31.85 %
Category: 59 - Other Uses / Transfers						
3005 - Water Treatment Plant	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
3042 - Water / Sewer Administ.	1,063,258.00	1,020,110.00	0.00	144,714.00	875,396.00	14.19 %
Category: 59 - Other Uses / Transfers Total:	1,073,258.00	1,030,110.00	0.00	144,714.00	885,396.00	14.05 %
Category: 71 - Supplies						
3005 - Water Treatment Plant	136,250.00	136,250.00	2,316.30	47,374.08	88,875.92	34.77 %
3010 - Trans / Distribution	16,700.00	16,700.00	612.13	11,221.00	5,479.00	67.19 %
3025 - Water Meter Reading	1,650.00	1,650.00	0.00	11.98	1,638.02	0.73 %
3042 - Water / Sewer Administ.	10,000.00	10,000.00	299.88	10,163.42	-163.42	101.63 %
3052 - Sewer Treatment Plant	62,700.00	62,700.00	3,101.18	34,826.56	27,873.44	55.54 %
3062 - Sewer Trans / Collection	12,800.00	12,800.00	14.97	4,893.31	7,906.69	38.23 %
3065 - DEP Grant	0.00	3,000.00	768.32	768.32	2,231.68	25.61 %
Category: 71 - Supplies Total:	240,100.00	243,100.00	7,112.78	109,258.67	133,841.33	44.94 %
Category: 72 - Utilities						
3005 - Water Treatment Plant	301,400.00	301,400.00	26,349.28	174,257.93	127,142.07	57.82 %
3010 - Trans / Distribution	600.00	600.00	0.00	0.00	600.00	0.00 %
3052 - Sewer Treatment Plant	92,100.00	92,100.00	6,220.06	43,050.27	49,049.73	46.74 %
3062 - Sewer Trans / Collection	77,500.00	77,500.00	6,268.32	42,091.49	35,408.51	54.31 %
Category: 72 - Utilities Total:	471,600.00	471,600.00	38,837.66	259,399.69	212,200.31	55.00 %
Category: 73 - Insurance						
3005 - Water Treatment Plant	9,742.00	9,742.00	0.00	4,860.00	4,882.00	49.89 %
3010 - Trans / Distribution	9,742.00	9,742.00	0.00	4,860.00	4,882.00	49.89 %
3025 - Water Meter Reading	964.00	964.00	0.00	480.00	484.00	49.79 %
3052 - Sewer Treatment Plant	7,880.00	7,880.00	0.00	3,930.00	3,950.00	49.87 %
3062 - Sewer Trans / Collection	4,831.00	4,831.00	0.00	2,406.00	2,425.00	49.80 %
Category: 73 - Insurance Total:	33,159.00	33,159.00	0.00	16,536.00	16,623.00	49.87 %
Category: 74 - Repairs and maintenance						
3005 - Water Treatment Plant	102,000.00	102,000.00	0.00	20,641.91	81,358.09	20.24 %
3010 - Trans / Distribution	64,500.00	64,500.00	734.56	61,884.79	2,615.21	95.95 %
3025 - Water Meter Reading	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
3042 - Water / Sewer Administ.	12,700.00	12,700.00	0.00	0.00	12,700.00	0.00 %
3052 - Sewer Treatment Plant	65,000.00	101,330.00	2,883.50	84,642.87	16,687.13	83.53 %
3062 - Sewer Trans / Collection	86,740.00	86,740.00	11,743.34	153,367.67	-66,627.67	176.81 %
Category: 74 - Repairs and maintenance Total:	333,940.00	370,270.00	15,361.40	320,537.24	49,732.76	86.57 %
Category: 76 - Miscellaneous						
3005 - Water Treatment Plant	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00 %
3010 - Trans / Distribution	250.00	250.00	0.00	40.92	209.08	16.37 %
3042 - Water / Sewer Administ.	6,700.00	6,700.00	0.00	942.00	5,758.00	14.06 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
3052 - Sewer Treatment Plant	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00 %
3062 - Sewer Trans / Collection	500.00	500.00	0.00	0.00	500.00	0.00 %
Category: 76 - Miscellaneous Total:	12,150.00	12,150.00	0.00	982.92	11,167.08	8.09 %
Category: 77 - Bad Debts						
3042 - Water / Sewer Administ.	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 77 - Bad Debts Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 90 - Debt service						
3005 - Water Treatment Plant	764,076.00	764,076.00	69,462.00	486,234.00	277,842.00	63.64 %
3063 - N. Sewer Project	61,880.00	61,880.00	0.00	30,939.74	30,940.26	50.00 %
3080 - Debt Service	21,352.00	21,352.00	0.00	10,675.80	10,676.20	50.00 %
Category: 90 - Debt service Total:	847,308.00	847,308.00	69,462.00	527,849.54	319,458.46	62.30 %
Category: 91 - Capital outlay						
3005 - Water Treatment Plant	0.00	0.00	0.00	1,946.49	-1,946.49	0.00 %
3010 - Trans / Distribution	410,750.00	410,750.00	99.00	1,617.64	409,132.36	0.39 %
3025 - Water Meter Reading	10,000.00	10,000.00	0.00	11,680.00	-1,680.00	116.80 %
3052 - Sewer Treatment Plant	44,500.00	44,500.00	0.00	0.00	44,500.00	0.00 %
3062 - Sewer Trans / Collection	5,750.00	5,750.00	265.00	1,783.63	3,966.37	31.02 %
3065 - DEP Grant	0.00	343,680.00	0.00	0.00	343,680.00	0.00 %
Category: 91 - Capital outlay Total:	471,000.00	814,680.00	364.00	17,027.76	797,652.24	2.09 %
Expense Total:	5,253,677.00	5,634,709.00	240,290.07	2,167,916.87	3,466,792.13	38.47 %
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	76,816.39	-129,349.86	-129,349.86	0.00 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 430 - SOLID WASTE						
Revenue						
Category: 34 - Charges for Services						
	1,319,089.00	1,319,089.00	111,879.34	797,786.61	-521,302.39	60.48 %
Category: 34 - Charges for Services Total:	1,319,089.00	1,319,089.00	111,879.34	797,786.61	-521,302.39	60.48 %
Category: 36 - Misc. Revenue						
	300.00	300.00	0.00	101.41	-198.59	33.80 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	0.00	101.41	-198.59	33.80 %
Category: 38 - Non-operating Sources (Uses)						
	231,894.00	231,894.00	0.00	0.00	-231,894.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	231,894.00	231,894.00	0.00	0.00	-231,894.00	0.00 %
Revenue Total:	1,551,283.00	1,551,283.00	111,879.34	797,888.02	-753,394.98	51.43 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
7072 - Solid Waste	341,301.00	341,301.00	21,015.43	182,180.75	159,120.25	53.38 %
Category: 51 - Personal Services Total:	341,301.00	341,301.00	21,015.43	182,180.75	159,120.25	53.38 %
Category: 53 - Contractual Services						
7072 - Solid Waste	719,633.00	719,633.00	52,829.50	385,888.40	333,744.60	53.62 %
Category: 53 - Contractual Services Total:	719,633.00	719,633.00	52,829.50	385,888.40	333,744.60	53.62 %
Category: 54 - Transportation						
7072 - Solid Waste	0.00	0.00	8,600.00	28,955.24	-28,955.24	0.00 %
Category: 54 - Transportation Total:	0.00	0.00	8,600.00	28,955.24	-28,955.24	0.00 %
Category: 59 - Other Uses / Transfers						
7072 - Solid Waste	256,279.00	256,279.00	0.00	50,701.00	205,578.00	19.78 %
Category: 59 - Other Uses / Transfers Total:	256,279.00	256,279.00	0.00	50,701.00	205,578.00	19.78 %
Category: 71 - Supplies						
7072 - Solid Waste	82,650.00	82,650.00	0.00	37,208.46	45,441.54	45.02 %
Category: 71 - Supplies Total:	82,650.00	82,650.00	0.00	37,208.46	45,441.54	45.02 %
Category: 73 - Insurance						
7072 - Solid Waste	75,570.00	75,570.00	0.00	37,680.00	37,890.00	49.86 %
Category: 73 - Insurance Total:	75,570.00	75,570.00	0.00	37,680.00	37,890.00	49.86 %
Category: 74 - Repairs and maintenance						
7072 - Solid Waste	75,250.00	75,250.00	5,356.32	46,543.20	28,706.80	61.85 %
Category: 74 - Repairs and maintenance Total:	75,250.00	75,250.00	5,356.32	46,543.20	28,706.80	61.85 %
Category: 76 - Miscellaneous						
7072 - Solid Waste	600.00	600.00	0.00	34.30	565.70	5.72 %
Category: 76 - Miscellaneous Total:	600.00	600.00	0.00	34.30	565.70	5.72 %
Expense Total:	1,551,283.00	1,551,283.00	87,801.25	769,191.35	782,091.65	49.58 %
Fund: 430 - SOLID WASTE Surplus (Deficit):	0.00	0.00	24,078.09	28,696.67	28,696.67	0.00 %
Report Surplus (Deficit):	0.00	0.00	92,916.07	1,551,642.45	1,551,642.45	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-157,834.82	705,724.86	705,724.86
410 - ELECTRIC FUND	0.00	0.00	149,856.41	946,570.78	946,570.78
420 - WATER/SEWER FUND	0.00	0.00	76,816.39	-129,349.86	-129,349.86
430 - SOLID WASTE	0.00	0.00	24,078.09	28,696.67	28,696.67
Report Surplus (Deficit):	0.00	0.00	92,916.07	1,551,642.45	1,551,642.45



City of Clewiston, FL

Budget Report Group Summary

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - CLEW REDEV AGENCY						
Revenue	2,170.00	2,170.00	0.00	3.86	-2,166.14	0.18 %
Revenue Total:	2,170.00	2,170.00	0.00	3.86	-2,166.14	0.18 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
1010 - Community Redevelopment	2,170.00	2,170.00	0.00	0.00	2,170.00	0.00 %
Expense Total:	2,170.00	2,170.00	0.00	0.00	2,170.00	0.00 %
Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):	0.00	0.00	0.00	3.86	3.86	0.00 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - CLEW REDEV AGENCY EXP						
Revenue						
	63,698.00	63,698.00	0.00	34,594.96	-29,103.04	54.31 %
Revenue Total:	63,698.00	63,698.00	0.00	34,594.96	-29,103.04	54.31 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
1010 - Community Redevelopment	63,698.00	63,698.00	0.00	0.00	63,698.00	0.00 %
Expense Total:	63,698.00	63,698.00	0.00	0.00	63,698.00	0.00 %
Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):	0.00	0.00	0.00	34,594.96	34,594.96	0.00 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - GRANTS Revenue	194,467.00	194,467.00	159,592.00	159,983.27	-34,483.73	82.27 %
Revenue Total:	194,467.00	194,467.00	159,592.00	159,983.27	-34,483.73	82.27 %

Budget Report

For Fiscal: 2019 - 2020 Period Ending: 04/30/2020

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
6061 - Library State Aide	194,467.00	194,467.00	4,617.85	61,480.88	132,986.12	31.62 %
Expense Total:	194,467.00	194,467.00	4,617.85	61,480.88	132,986.12	31.62 %
Fund: 120 - GRANTS Surplus (Deficit):	0.00	0.00	154,974.15	98,502.39	98,502.39	0.00 %
Report Surplus (Deficit):	0.00	0.00	154,974.15	133,101.21	133,101.21	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
101 - CLEW REDEV AGENCY	0.00	0.00	0.00	3.86	3.86
102 - CLEW REDEV AGENCY EXP	0.00	0.00	0.00	34,594.96	34,594.96
120 - GRANTS	0.00	0.00	154,974.15	98,502.39	98,502.39
Report Surplus (Deficit):	0.00	0.00	154,974.15	133,101.21	133,101.21

City of Clewiston
Public Works Department
Monthly Productivity Report
March 1, 2020 thru march 31, 2020

Fleet Management

Units worked on

Fire Dept.	4	Solid Waste	4
Electric Dept.	4	Streets	2
Utilities	4	Recreation	2
Police Dept.	6	Animal Control	1
Golf Course	1		

Facility Maintenance

Clerical hrs.	29	Pressure washing hrs.	52
Plumbing hrs.	17	Painting hrs	47
Eelectrical repair hrs.	23	Building repairs hrs	90
Air conditioning repair	3		

Solid Waste

Commercial (Tons)	260.55	Horticulture (Tons)	36.31
Residential (Tons)	413.67	Recycled material (fLb	57
Roll-offs in service	18	Roll-off revenue	\$3,000.00
Recycled scrap metal (2.01	Scrap metal revenue	\$80.40
Tipper carts placed	10	Shopping carts collecte	6

Streets and Sidewalks

Drainage

Catch basins cleaned	4	Basin debris (Tons)	4.16
Street repairs hrs	12	Streets painted (hours	32

Signs

Information signs	4	Equipment lettered	1
Regulatory signs	18	Signs repaired	6

Landscaping

Trees trimmed (Hrs)	26	Flowers planted	118
Litter control (lbs)	991	Mowing Hrs)	32
Sprinkler repairs (Hrs)	9	Mulching (Hrs)	28

Note : 26 Hours were spent finishing the S. Berner Royals plaza guard rails.
 20 Hours were spent on preparations for the Sugar Festival.
 Staff installed (2) safety ballards for the PW front gate opener.
 Street staff helped clean the JBA to prepare for Super Tuesday election.
 Street staff helped clean and shut down SLP Ball field restroom facilities.
 24 Hours were spent on trash pile pickup with the SD backhoe.
 6 Hours were spent taking down the old West Welcome sign.
 20 Hours were spent pouring a concrete pad and installing the last
 ADA concrete table at the Civic Park memorial.
 21 Hours were spent on repairs at the CS Mott pool.

City of Clewiston
Public Works Department
Monthly Productivity Report
April 1, 2020 thru April 30, 2020

Fleet Management

Units worked on

Fire Dept.	4	Solid Waste	3
Electric Dept.	2	Streets	4
Utilities	3	Recreation	2
Police Dept.	5	Animal Control	1

Facility Maintenance

Clerical hrs.	41	Pressure washing hrs.	13
Plumbing hrs.	24	Painting hrs	118
Eelectrical repair hrs.	2	Building repairs hrs	72
Air conditioning repair	2		

Solid Waste

Commercial (Tons)	247.38	Horticulture (Tons)	75.43
Residential (Tons)	405.91	Recycled material (Lbs)	52
Roll-offs in service	18	Roll-off revenue	\$3,300.00
Tipper carts placed	4	Shopping carts collected	10

Streets and Sidewalks

Drainage

Catch basins cleaned	3	Basin debris (Tons)	1.23
Streets swept (miles)	21	Street debris (Tons)	12.65
Street repairs hrs	6	Sidewalks installed (L/I)	400

Signs

Information signs	4	Regulatory signs	26
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Landscaping

Trees trimmed (Hrs)	40	Flowers planted	18
Weed control (gallons)	31	Manual weed control (26
Litter control (Lbs)	1,022	Mowing (Hrs)	27
Sprinkler repairs (Hrs)	15	Mulching (Hrs)	2

Note : 7 Hours were spent painting the Basketball Courts at the Youth Center.
 107 Hours were spent making repairs at the CS Mott pool.
 Sidewalks were replaced at N. WC Owens, S. Olympia, and W. Aztec.
 30 Hours were spent building a safety partition at Community Redelovment.
 14 Hours were spent picking up Palm frawns on US 27.
 Sod was installed at the Police Dept. generator fuel tank area.
 26 Hours were spent building a safety partition at City Hall.

Monthly Facility & Park Rentals
APRIL RENTALS

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	4	3 Church Mobile Food Pantry, 1 Mobile Farmers Market
Beardley Room	0	
Youth Center	0	
C.S. Mott Pool	0	
STP Pavilion #1	0	
STP Pavilion #2	0	
STP Pavilion #3	0	
STP Pavilion #4	0	
Sugarland Park Pavilion	0	
Trinidad Park	0	
Civic Park / Gazebo	0	
Sugar Festival Field	0	
Sugarland Sports Complex	0	
Splash Pad	0	
Chickee	0	



Clewiston Golf Course Monthly Report April/May 2020

- Play has slowed down as our Winter residents have gone back up North for the Summer.
- Summer Rates went into effect May 15, 2020. Which is a lower non-member rate for play through September 30, 2020. Reduced rates are a normal business practice in the Summer for golf courses in the South. Every golf course Public or Private drops their rates trying to create revenue because of lack of players.
- April 2020 was the best April in the history of the Clewiston Golf Course, reason being Clewiston Golf Course was open for play.
- Received appreciation emails from non-residents golfers after golf courses re-opened, writing how much they liked the golf course and were treated first class by our golf staff. Also a lot of thanks for the Clewiston Golf Course being open during course closures.
- Keeping the golf course open also created some return non-resident golfers since golf courses have re-opened.
- Nicaragua Presbyterian Medical Mission, First Annual Clewiston Golf Course Benefit, Horse Race, Moore Haven Terrier Booster, Lakeport Garden Club, Clewiston Tiger Boosters and Clewiston Elks Club Tournaments got cancelled for April/May 2020. I'm in the process of trying to re-schedule these tournaments later this Summer.
- Our Clewiston Golf Course Annual Junior Golf Camps are on hold until hopefully later this Summer. We have two golf camps one in June and one in July. Last year we had forty junior golfers come through our junior golf program. These camps are vital for our future at the golf course.
- Our new golf carts have been a blessing. I could not imagine what it would have been like in April 2020 with the golf carts that we had. Hats off to you and the City Manager for making that decision.
- Our fairway mower and rough mower that are used with low operational hours we purchased this fiscal year have been very helpful in maintaining the golf course so far.
- Our watering system for the golf course grass is getting very close to being operational on a daily basis. U.S. Sugar's donation for the replacement of the hydraulic part of the watering system is great. Myself, Jake Wentz and Randy Martin having been working on getting the golf course's main pump in better working order. Our main pump is over twenty years old that runs ten hours a day. Life span on a main pump is 20 years no matter how much preventative maintenance you do over those twenty years.
- The golf course is in pretty good shape except for our rebuilt 2016 greens due to our watering system. Over the last two weeks you can tell how our greens are making a comeback due to our improving watering system. This summer Jake Wentz our Golf Course/Ball Fields Maintenance Consultant says we will have to patch with new sod some areas on our greens.

UTILITIES MONTHLY ACTIVITY REPORT FOR MAY 2020

ELECTRIC DEPARTMENT

Kwh purchased	8,740,246	Month of Apr
Kwh sold	7,880,788	
Total Electric Meters	4,161	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	889	700	12	74 minutes
Street Light repairs	10			
Voltage checks	4			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	34,313	17,233	52 Million Gallons
Total Water Meters	3718		
Water Breaks	14		

SEWER PLANT

Gallons Processed	1.64	Month of Apr
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OFFICE ACTIVITY

New Accounts (Move Ins)	48
Closed Accounts (Move Outs)	26
Disconnects for Nonpayment	76
Reconnects from Nonpayment	68
Meter Rereads Completed	14
All Locates	35
All Meter Changes	16
Miscellaneous	55
Trim Tree	0
Total other Work Orders completed	33
Total Work Orders Completed by all Departments	399

Community Improvement Division

2020

Monthly

April 01 thru April 30

Code Cases Opened: 13

Case Re-inspections: 56

Notice of Violations: 5

Notice of Hearings: 11

Next Scheduled Special Magistrate Hearing is July 21, 2020 at 10:00 AM

Code Cases Resolved: 11

Code lien search requests completed: 13

Rental Inspections Completed: 14

27 hours of weekend patrols during the month of April was added to support City of Clewiston efforts to encourage adherence to COVID 19 business and social distance guidelines.

Code Enforcement Cases**April 1, 2020 through April 30, 2020**

Status	CaseNum	GeneralCategory	Address
Opened	20-0114	Landscape Maintenance	616 Sabal Ave Clewiston
Opened	20-0112	Fences, wall & hedges	645 E Sagamore Ave Clewiston
Opened	20-0113	Landscape Maintenance	601 Sabal Ave Clewiston
Opened	20-0121	Illegal Parking	706 Bowden Rd Clewiston
Opened	20-0122	Property Maintenance - Residential	605 Sabal Ave Clewiston
Resolved	20-0111	Property Maintenance - Residential	402 E Sagamore Ave Clewiston
Resolved	20-0119	Illegal Construction - no permit	500 S San Gabriel St Clewiston
Resolved	20-0117	Property Maintenance - Residential	810-812 W Aztec Ave Clewiston
Resolved	20-0120	Illegal Construction - no permit	443 E Osceola Ave Clewiston
Resolved	20-0116	Property Maintenance - Residential	523 W Aztec Ave Clewiston
Resolved	20-0110	Property Maintenance - Sanitation	629-631 W Aztec Ave Clewiston
Resolved	20-0115	Illegal Parking	849 E Sugarland Hwy Clewiston
Resolved	20-0118	Illegal Parking	536 E Ventura Ave Clewiston
Resolved	20-0056	Shutters	813 E El Paso Ave Lot 37 Clewiston
Resolved	20-0103	Landscape Maintenance	851 S Lopez St Clewiston
Resolved	20-0100	Illegal Parking	635 E Ventura Ave Clewiston



CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE AARON ANGELL

Call Type Summary

Date Range: between 4/1/2020 and 4/30/2020

Call Type

<ul style="list-style-type: none"> -ABANDONED VEHICLE -ALARM -ANIMAL BITE -ANIMAL COMPLAINT -ARMED -ARSON -ASSAULT -ASSIST OTHER AGENCY -BAKER/MARCHMAN ACT -BATTERY -BEVERAGE LAW VIOLATION -BOATER CONTACT -BOMB THREAT -BRUSH FIRE -BURGLARY -BURGLARY TO A BUSINESS -BURGLARY TO A CONSTRUCTION SITE -BURGLARY TO A RESIDENCE -BURGLARY TO A VEHICLE -BUSINESS CHECK -BUSINESS ESCORT -CHASE -CHILD/ELDERLY ABUSE -CITIZEN ASSIST -CITY ORDINANCE VIOLATION -CIVIL MATTER -COUNTY ORDINANCE VIOLATION -COURT -CRIMINAL MISCHIEF -DECEASED PERSON -DEPUTY INFORMATION REF DAMAGED ISSUED PROPERTY -DISTURBANCE -DOMESTIC DISTURBANCE -DROWNING -DRUG CASE -DRUNK DRIVER -DRUNK PEDESTRIAN -ELECTRICAL FIRE -EMPLOYEE/LABOR TROUBLE -ESCAPE -FIGHT /AFFRAY -FLIGHT MISSION -FOLLOW UP 	<ul style="list-style-type: none"> -FOR RECORDING DCF INTAKE REPORTS OF ABUSE -FORGERY / FRAUD -FOUND/ CONFISCATED NARCOTICS -FUNERAL ESCORT -GANG RELATED INCIDENT -GAS DRIVE OFF -GUN SHOTS -HARRASSING PHONE CALLS -HAZMAT -HIT AND RUN ACCIDENT -HOMICIDE -HOSTAGE -ILLEGAL BURN -ILLEGAL DUMPING -INFORMATION -INJUNCTION -JUVENILE SITUATION -K-9 USAGE -KIDNAPPING -LANDING ZONE -LEGAL ADVICE -LEWD LASCIVIOUS BEHAVIOR -LIVESTOCK ON HIGHWAY -LOITERING -LOST /STOLEN TAG -LOST/ FOUND PROPERTY -MARIJUANA GROW HOUSE -MENTALLY ILL PERSON -MISSING PERSON -MISSING PERSON RECOVERY -MULTIPLE AGENCY FIRE -NOISE COMPLAINT -OTHER NOT LISTED -PARKING VIOLATION -PRISONER IN CUSTODY -PRISONER TRANSPORT -PROWLER -RANCH/FARM CHECKS -RECKLESS DRIVER -RECOVERED VEHICLE -REPOSSESSION -RESIDENCE CHECK 	<ul style="list-style-type: none"> -RIOT -ROAD OBSTRUCTION -ROBBERY -SCHOOL CROSSING -SEARCH WARRANT -SEARVING CIVIL PROCESS -SECURITY CHECK -SEX CRIME -SHOOTING -SHOPLIFTING -SICK PERSON TRANSPORT MEDICAL EMS -SICK PERSON/AMBULANCE -SMOKE -SPECIAL DETAIL -STABBING -STALKING -STOLEN VEHICLE -STRUCTURE FIRE -SUICIDE/ ATTEMPTED SUICIDE -SUSPICIOUS INCIDENT -SUSPICIOUS PERSON -SUSPICIOUS VEHICLE -TEST CAD CALL -THEFT -THEFT FROM A BUSINESS -THEFT FROM A CONSTRUCTION SITE -THEFT FROM A RESIDENCE -TRAFFIC PROBLEM -TRAFFIC STOP -TRESPASSING -TROUBLE IN THE JAIL -UNVERIFIED 911 -UNWANTED GUEST -VEHICLE ACCIDENT -VEHICLE ACCIDENT/ DEPT UNIT -VEHICLE FIRE -VERIFY VIN -VICE / GAMBLING -VIOLATION OF INJUNCTION -VIOLATION OF PROBATION WITHOUT WARRANT -WARRANT -WELFARE CHECK
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Call Type	# of Calls	Total Time	Average Time
ABANDONED VEHICLE	1	00 hours 3 mins	00 hours 3 mins
ALARM	31	05 hours 55 mins	00 hours 12 mins
ANIMAL BITE	1	765 hours 56 mins	765 hours 56 mins
ANIMAL COMPLAINT	49	47 hours 35 mins	00 hours 58 mins
ARMED	1	00 hours 33 mins	00 hours 33 mins
ASSAULT	3	02 hours 22 mins	00 hours 47 mins
ASSIST OTHER AGENCY	20	06 hours 45 mins	00 hours 20 mins
BAKER/MARCHMAN ACT	2	00 hours 50 mins	00 hours 25 mins
BATTERY	3	03 hours 19 mins	01 hours 6 mins
BRUSH FIRE	4	01 hours 3 mins	00 hours 16 mins
BURGLARY TO A VEHICLE	5	11 hours 34 mins	02 hours 19 mins
BUSINESS CHECK	295	06 hours 0 mins	00 hours 1 mins
BUSINESS ESCORT	38	28 hours 42 mins	00 hours 45 mins
CITIZEN ASSIST	34	28 hours 4 mins	00 hours 50 mins
CITY ORDINANCE VIOLATION	2	00 hours 29 mins	00 hours 14 mins
CIVIL MATTER	1	01 hours 3 mins	01 hours 3 mins
CRIMINAL MISCHIEF	4	01 hours 38 mins	00 hours 24 mins
DISTURBANCE	40	24 hours 16 mins	00 hours 36 mins
DRUG CASE	3	01 hours 52 mins	00 hours 38 mins
DRUNK PEDESTRIAN	1	00 hours 5 mins	00 hours 5 mins
FIGHT /AFFRAY	1	00 hours 25 mins	00 hours 25 mins
FOLLOW UP	29	14 hours 21 mins	00 hours 30 mins
FORGERY / FRAUD	3	02 hours 43 mins	00 hours 54 mins
GUN SHOTS	5	03 hours 21 mins	00 hours 40 mins

Call Type Summary

Date Range: between 4/1/2020 and 4/30/2020

Call Type	# of Calls	Total Time	Average Time
HARRASSING PHONE CALLS	2	02 hours 30 mins	01 hours 15 mins
HAZMAT	1	00 hours 37 mins	00 hours 37 mins
HIT AND RUN ACCIDENT	4	01 hours 29 mins	00 hours 22 mins
ILLEGAL BURN	3	00 hours 20 mins	00 hours 7 mins
ILLEGAL DUMPING	1	00 hours 1 mins	00 hours 1 mins
INFORMATION	35	57 hours 34 mins	01 hours 39 mins
JUVENILE SITUATION	4	03 hours 24 mins	00 hours 51 mins
LANDING ZONE	9	06 hours 23 mins	00 hours 43 mins
LEGAL ADVICE	4	64 hours 57 mins	16 hours 14 mins
LOST/ FOUND PROPERTY	2	00 hours 39 mins	00 hours 19 mins
MISSING PERSON	3	03 hours 44 mins	01 hours 15 mins
NOISE COMPLAINT	12	01 hours 29 mins	00 hours 7 mins
PARKING VIOLATION	2	00 hours 27 mins	00 hours 14 mins
PRISONER TRANSPORT	12	12 hours 53 mins	01 hours 4 mins
RECKLESS DRIVER	5	00 hours 33 mins	00 hours 7 mins
REPOSSESSION	3	00 hours 16 mins	00 hours 5 mins
RESIDENCE CHECK	383	01 hours 18 mins	00 hours 0 mins
ROAD OBSTRUCTION	1	00 hours 2 mins	00 hours 2 mins
SECURITY CHECK	3	00 hours 10 mins	00 hours 3 mins
SICK PERSON/AMBULANCE	1	00 hours 26 mins	00 hours 26 mins
SMOKE	1	00 hours 28 mins	00 hours 28 mins
SPECIAL DETAIL	59	551 hours 3 mins	09 hours 20 mins
STALKING	1	00 hours 54 mins	00 hours 54 mins
STOLEN VEHICLE	2	00 hours 54 mins	00 hours 27 mins
SUICIDE/ ATTEMPTED SUICIDE	1	04 hours 21 mins	04 hours 21 mins
SUSPICIOUS INCIDENT	11	04 hours 28 mins	00 hours 24 mins
SUSPICIOUS PERSON	28	07 hours 1 mins	00 hours 15 mins
SUSPICIOUS VEHICLE	28	05 hours 23 mins	00 hours 12 mins
THEFT	7	04 hours 47 mins	00 hours 41 mins
TRAFFIC PROBLEM	6	08 hours 18 mins	01 hours 23 mins
TRAFFIC STOP	48	06 hours 44 mins	00 hours 8 mins
TRESPASSING	6	03 hours 43 mins	00 hours 37 mins
UNVERIFIED 911	9	02 hours 55 mins	00 hours 19 mins
UNWANTED GUEST	5	00 hours 54 mins	00 hours 11 mins
VEHICLE ACCIDENT	17	08 hours 10 mins	00 hours 29 mins
VERIFY VIN	2	01 hours 19 mins	00 hours 39 mins
VIOLATION OF INJUNCTION	1	00 hours 43 mins	00 hours 43 mins
WARRANT	1	00 hours 25 mins	00 hours 25 mins
WELFARE CHECK	6	03 hours 43 mins	00 hours 37 mins



CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE AARON ANGELL

Crime Trends By Month

Report Date: 1/1/2020 - 12/31/2020

Unfounded Reports Not Included

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Rape	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Sodomy	0	0	0	0	0	0	0	0	0	0	0	0	0
Forcible Fondling	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	0	1	2	0	0	0	0	0	0	0	0	0	3
Agg Assault	0	3	0	2	0	0	0	0	0	0	0	0	5
Burglary	2	4	2	2	1	0	0	0	0	0	0	0	11
Pocket Picking	0	0	0	0	0	0	0	0	0	0	0	0	0
Purse Snatching	0	0	1	0	0	0	0	0	0	0	0	0	1
Shop Lifting	4	2	3	3	1	0	0	0	0	0	0	0	13
Theft / Building	0	0	1	0	1	0	0	0	0	0	0	0	2
Theft / Coin Op	0	1	0	0	0	0	0	0	0	0	0	0	1
Theft / Mot Veh	1	0	0	1	2	0	0	0	0	0	0	0	4
Mot Veh Parts	1	0	0	0	1	0	0	0	0	0	0	0	2
Bicycles	0	1	1	0	0	0	0	0	0	0	0	0	2
Other Larceny	2	1	2	1	0	0	0	0	0	0	0	0	6
Motor Veh Theft	1	1	0	1	0	0	0	0	0	0	0	0	3
FORCED SEX TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	0
LARCENY TOTAL:	8	5	8	5	5	0	0	0	0	0	0	0	31
ALL PART 1 OFFENSES:	54	45	54	28	12	0	0	0	0	0	0	0	193
PART 1 CLEARANCES:	39	33	37	19	6	0	0	0	0	0	0	0	134
CLEARANCE PERCENT:	72.2	73.3	68.5	67.9	50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	69.4

**PROTECTIVE INSPECTIONS
ACTIVITY REPORT FOR COMMUNITY
DEVELOPMENT DEPARTMENT
April 2020**

Building Department

- Issued 25 permits
- Performed 66 inspections
- Performed 26 plan reviews
- Serviced phone: 198 walk-in: 0 customers (both by phone & walk-ins)
- Lien searches researched – 11
- Business Licenses issued – 2
- Issued (0) 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:
 - 10 First Responder calls
 - 13 City calls
 - 28 County calls
 - 01 Fire inspections

Monthly Inspections April 2020			
Permit#	Inspection Type	Result	Inspected Date
19-0072	DRY IN	NC	4/1/2020
20-0078	FOUND	Pass	4/1/2020
20-0058	IN PROG	Pass	4/1/2020
16-0324	ELECT-R	Pass	4/2/2020
20-0083	FINAL	Pass	4/2/2020
20-0069	Final	Pass	4/3/2020
20-0043	Reinspec	Pass	4/6/2020
20-0058	FINAL	Pass	4/6/2020
19-0317	FINAL	Pass	4/7/2020
19-0318	WINDOW/DOOR	Pass	4/7/2020
19-0318	PLMB-FNL	Pass	4/7/2020
19-0388	PLMB-FNL	Pass	4/8/2020
19-0388	ELECT-F	Pass	4/8/2020
20-0042	FINAL	Pass	4/8/2020
20-0075	MR	Pass	4/8/2020
20-0075	MF	Pass	4/8/2020
20-0088	FOUND	Pass	4/8/2020
20-0088	SETBACK	Pass	4/8/2020
20-0088	FINAL	Pass	4/8/2020
20-0091	ELECT-F	Pass	4/8/2020
20-0080	Driveway Apron Rough	Pass	4/9/2020
20-0081	Landscap	Pass	4/9/2020
20-0082	CONFINS	Pass	4/9/2020
20-0083	CONFINS	Pass	4/9/2020
20-0084	CONFINS	Pass	4/9/2020
20-0089	DRY-IN	Pass	4/13/2020
20-0076	DRY-IN	Pass	4/14/2020
19-0417	FOOTER	Pass	4/15/2020
19-0417	ELECT-R	Pass	4/15/2020
20-0070	DRY-IN	Pass	4/15/2020
20-0078	FINAL	Pass	4/15/2020
20-0080	Driveway Rough	Pass	4/15/2020
20-0093	FOOTER/REBAR	Pass	4/15/2020
19-0148	ELECT-F	Pass	4/20/2020
19-0150	ELECT-F	Pass	4/20/2020
19-0188	Final	Pass	4/20/2020
19-0416	ELECT-R	Pass	4/20/2020
19-0416	ELECT-F	Pass	4/20/2020
19-0417	ELECT-F	Pass	4/20/2020
19-0418	ELECT-F	Pass	4/20/2020
19-0419	FINAL	Pass	4/20/2020
20-0068	ELECT-F	Pass	4/20/2020
20-0076	FINAL	Pass	4/20/2020
19-0318	FINAL	Pass	4/21/2020
20-0089	FINAL	Pass	4/21/2020

20-0089	CONFINSP	Pass	4/21/2020
20-0072	DRY-IN	Pass	4/22/2020
20-0081	DRY-IN	Pass	4/22/2020
20-0085	DRY-IN	Pass	4/22/2020
20-0085	FINAL	Pass	4/22/2020
20-0072	FINAL	Pass	4/23/2020
20-0090	FOOTER/REBAR	Pass	4/23/2020
20-0093	FINAL	Pass	4/23/2020
20-0017	INSUL	Pass	4/24/2020
20-0017	ELECT-F	Pass	4/24/2020
20-0017	DRYWALL	Pass	4/24/2020
20-0017	BLDG-FNL	Pass	4/24/2020
20-0102	IN PROG	Pass	4/24/2020
20-0102	FINAL	Pass	4/24/2020
20-0082	PLUMB-R	Pass	4/27/2020
20-0082	CONFINSP	Pass	4/27/2020
20-0024	FINAL	Pass	4/28/2020
20-0064	BLDG-FNL	Pass	4/28/2020
20-0095	PLMB-UG	Pass	4/28/2020
20-0095	PLMB-RGH	Pass	4/28/2020
20-0031	MR	Pass	4/29/2020
Total 66			

April 2020 Permits

Company Name	Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Frank's Roofing & Spraying, Inc.	West Sagamore LLC	4/1/2020	REROOF	20-0089	433 W Sagamore Ave	13,300.00	0	152.1
Solid Makers Aluminum Structures, Inc.	Jackie Redish	4/2/2020	ACC-BLDG	20-0090	813 E El Paso Ave Lot 44	2,700.00	0	94.9
Taylor Electric & Air Conditioning, Inc.	Audie F & Nell Hooks	4/2/2020	ELECT	20-0091	635 E Del Monte Ave	2,195.00	94.9	0
FHIA, LLC	Mario D & Maria E Filiponi	4/6/2020	BLDG-RMR	20-0092	439 W Aztec Ave	15,352.00	0	162.5
Solid Makers Aluminum Structures, Inc.	Noel Ruiz	4/7/2020	ACC-BLDG	20-0093	508 San Luiz Ave	5,840.00	0	110.5
Blair's, LLC	Virginia H Kurtz	4/8/2020	FENCE	20-0094	216 W Del Monte Ave	7,000.00	0	115.7
Brian Sullivan Contractor, Inc.	Brian Sullivan	4/9/2020	BLDG-MAS	20-0095	802 E Royal Palm Ave	350,527.00	0	4,641.05
Clyde Johnson Contracting & Roofing, Inc.	Billy W Dawson Jr.	4/13/2020	REROOF	20-0096	608 Saginaw Ave	3,500.00	0	100.1
Todd R Bottoms	Earnest H & Hazel C Rawls	4/14/2020	ELECT	20-0097	202 Ridgewood Ave	1,150.00	0	84.5
Clyde Johnson Contracting & Roofing, Inc.	Nael M El-Hout	4/16/2020	REROOF	20-0098	645 E Del Monte Ave	3,500.00	0	100.1
Clyde Johnson Contracting & Roofing, Inc.	Roger D & Annmarie B Shelton	4/16/2020	REROOF	20-0099	538 W Obispo Ave	2,500.00	0	94.9
Solid Makers Aluminum Structures, Inc.	Smith Laura	4/20/2020	BLDG-RMR	20-0100	319 San Luiz Ave	2,400.00	0	94.9
Eurex Corporation	Fred S & Vicki L Parantha	4/20/2020	BLDG-RMR	20-0101	603 Saginaw Ave	3,944.00	0	100.1
Affordable Gas	Earle E & Mary F Edwards	4/20/2020	FUEL-GAS	20-0102	325 E Del Monte Ave	2,200.00	0	94.9

Clyde Johnson Contracting & Roofing, Inc.	Qian Hou & Chen-juan Hu	4/20/2020	REROOF	20-0103	1056 Bayberry Loop	5,050.00	0	110.5
Superior Contracting of South Florida	Jerry Hernandez, Jr. & Norma Escobar	4/20/2020	BLDG-RMR	20-0104	713 Seminole Ave	2,200.00	0	94.9
Superior Contracting of South Florida	Gustavo A & Myriam Larrinua Perez	4/20/2020	REROOF	20-0105	601 S Francisco St	10,500.00	0	136.5
Airlink Airconditioning	Seferino Medrano, Jr. & Darlene Rubia	4/20/2020	MECH	20-0106	1003 Caribbean Ave	2,499.00	0	94.9
Airlink Airconditioning	Nael M El-Hout	4/22/2020	MECH	20-0107	645 E Del Monte Ave	2,500.00	0	94.9
Beck Construction, LLC	Melanie F Wiggins	4/23/2020	MECH	20-0108	326 S W. C. Owen Ave	28,840.00	0	230.1
Bryant Roofing LLC	Margaret J (Sherman) Stiles	4/23/2020	REROOF	20-0109	808 Laurel St	1,900.00	0	89.7
Clyde Johnson Contracting & Roofing, Inc.	William H & Maria E Cruz	4/23/2020	REROOF	20-0110	1001 W Aztec Ave	3,300.00	0	100.1
Clyde Johnson Contracting & Roofing, Inc.	Arno Robert & Jacqueline Jansen	4/29/2020	REROOF	20-0111	909 Sawgrass St	3,500.00	0	100.1
Clyde Johnson Contracting & Roofing, Inc.	Pedro Artiles	4/29/2020	REROOF	20-0112	902 N Berner Rd	4,400.00	0	105.3
Total 25					Total	480,797.00	94.9	7103.25