CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, December 18, 2023 – 5:00 p.m.

Call Meeting to Order

Prayer and Pledge of Allegiance

Additions/Deletions/Changes and Approval of the Agenda

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

1. **Consent Agenda**
   - A. *City Commission Workshop Minutes – January 30, 2023*
   - B. *City Commission Workshop Minutes – March 6, 2023*
   - C. *City Commission Workshop Minutes – May 22, 2023*
   - D. *City Commission Meeting Minutes – November 20, 2023*
   - E. *2024 Regular Commission Meeting and Tentative Workshop Schedule*
   - F. *Resolution No. 2023-124 – Grounds Maintenance Contract Extension (Area B locations) with Cross Training Ministries, Inc.*
   - G. *Resolution No. 2023-125 –Satisfaction of Cortez Deferred Payment Loan Agreement*
   - H. *Resolution No. 2023-126 – LOSOM Water Coalition Letter*
   - I. *Resolution No. 2023-127 – Declaration of Surplus Equipment*

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

RESOLUTIONS

2. **Resolution No. 2023-128 –** Resolution No. 2023-128 approves State of Florida Department of Transportation Memorandum of Agreement No. BEG61, FM No. 432744-1-78-08, for maintenance and operation of lighting on the State Highway System and authorizes the Mayor to execute said agreement on behalf of the City.
   Exhibit: Agenda Item No. 2
   Recommendation: Recommended motion is to approve Resolution No. 2023-128.

3. **Resolution No. 2023-129 –** Resolution No. 2023-129 approves the award of the Roofing Material and Services Proposal to Space Age Roof Tech for the Harry T. Vaughn Library Roof Project.
   Exhibit: Agenda Item No. 3

Recommendation: Recommended motion is to approve Resolution No. 2023-129.

4. **Resolution No. 2023-130 -** Resolution No. 2023-130 approves the lease agreement with National Traffic Solution, Inc. for the non-exclusive use of the premises known as 205 W. Ventura Avenue.
   Exhibit: Agenda Item No. 4
   Recommendation: Recommended motion is to approve Resolution No. 2023-130.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

5. **Old Business**

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

7. **Comments from City Manager –** "State of the City" Update

8. **Comments from City Attorney**

9. **Comments from the City Commission**

Adjournment

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

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

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

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

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Mary K. Combass, City Clerk

CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, January 30, 2023

The City of Clewiston City Commission held a workshop in the City Hall Commission Chambers, Monday, January 30, 2023. The workshop was called to order at 5:00 p.m. by Mayor Pittman. The audience joined in reciting the Lord's Prayer and the Pledge of Allegiance.

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

Personnel present: City Manager Randy Martin, City Clerk Kathy Combass, Director of Operations Danny Williams and Community Development Director Travis Reese. City Attorney Dylan Brandenburg attended via telephone.

Visitors present: Lewell Hughes and Jerry Cochrane.

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

Public Comments - none

1. **US 27 Corridor District Rezone –** Manager Martin reported that the Commission approved the US 27 Corridor District in September. The Commission also discussed the proposed Downtown District previously slated for consideration and action. At that time, it was noted that there were additional steps needed to move forward with the priority US 27 Corridor District. The next major step for discussion and guidance from the Commission is actions required to proceed with the rezoning of the affected properties into the newly created district to match the future land use map with the zoning map. Thus far, there is only one parcel of land that has been officially zoned for this new 27 Corridor district. Community Development Director Travis Reese commented on the history of the comp plan actions related to proposed district zoning changes along the 27 Corridor. He stated that the current future land use map went into effect in 2015 and he explained about the necessity to avoid accusations of spot zoning since only one parcel has subsequently been designated with that zoning classification. Property owners have been urged to develop into the future land use category if they plan redevelopment. The city now has the 27 Corridor zoning classification ordinance in place which allows moving forward with the rezoning of properties into that corridor zoning classification. He mentioned that currently one business, MCM Paint, will not be able to rebuild unless the city initiates the rezoning for their site. He stated that there are approximately 40 acres of land included in the impacted zoning change

recommended area which starts at Lopez St. both north and south of the US 27 Corridor, and continues eastward to the Kelly Tractor/San Diego Canal. The US Sugar, Civic Park and Clewiston Inn are not part of the corridor and will remain Commercial with the proposed actions now being pursued until the Commercial Downtown District is further considered in the future. Staff will bring those changes back at a later date for the downtown area consideration. If the City proceeds with this US 27 Corridor zoning action at this time, notifications will be sent to each parcel owner and the Planning & Zoning Board meeting will be advertised, and held, most likely, in March with the final reading for rezoning action to be completed in April. Commissioner Gardner asked about the use of erecting a metal type building. Director Reese said that it is allowed in the current ordinance and that the Commission will need to tighten the restrictions at a later date by modifying the ordinance or adopting a new ordinance addressing the aesthetics of what will be allowed in the US 27 Corridor District. Director Reese said staff will draft a new ordinance for Planning & Zoning review. Commissioner Gardner thought that maybe it would be a good idea to also include the parcel(s) of land that was Sugarland Trailer Park on WC Owen Avenue. Director Reese stated that there are redevelopment plans in his office for multi-family residential to be constructed at that site and that it would be in the city's best interest to rezone that parcel from its current zoning in tandem with the US 27 Corridor District which would allow for the multi-family proposal to proceed since that site is currently zoned residential mobile home. Discussion also included consideration of potential future rezoning of the industrial area by the canal at the east end of town, called the Everglades Machinery area. Using Ventura as a dividing line on the south side of US27 as well as the north side toward the lake would be a possible solution which would require amendments to current plans and zoning classification in the future. Director Reese could start the process with DEO and LPA on the land use map change required. After discussion regarding design standards, Director Reese and Manager Martin stated that the zoning ordinance could be crafted in a way to address the design standards required within the US 27 Corridor area. Commissioner Gardner commented on the Hendry County overlay for SR80 along the corridor. Manager Martin stated that management's goal is to see this 27 Corridor zoning classification action completed within 90 days.

2. USSC Master Concept Plans

a. **Clewiston North & Marina PUD –** Manager Martin opened the discussion with comments on the future land use and mixed use PUD approval process for the US Sugar owned property which is approximately 400 acres located within the city limits to the west of Walmart which is referred to as Clewiston North & Marina PUD with commercial development included along the US27 Corridor. The Technical Review Committee (TRC) has reviewed this preliminary plan but their feedback has not been reflected in the Master Concept Plan as yet. The area to the south of highway 27 referenced as Clewiston South has already been designated by the City as a PUD with predominantly residential development proposed. Director Reese reviewed the project details and stated that the developers are awaiting the necessary traffic assessment and have developed a tentative schedule to present to the Planning and Zoning Board for initial review on February 27, 2023 with a potentially an initial April Commission presentation with recommendations to follow.

b. **Clewiston 440 Annexation –** Manager Martin reported that US Sugar also submitted a Master Concept Plan known as the Clewiston 440 Annexation which includes over 400 acres located west of the City along the western boundary to be annexed into the city limits with land uses proposed for light industrial, commercial and warehousing type uses. Kelly Tractor and Hendry County Schools also have smaller parcels which they have requested be part of the annexation.

The Commission then discussed the US Sugar developments being pursued along the 27 Corridor and implications on services and other related considerations. Commissioner Gardner inquired about a possible timeline for the annexation site project. Director Reese feels a tentative timeline could be as early as March for Planning & Zoning with comments to applicants with submission to DEO in the April to May timeframe for DEO approval and discussion by the City Commission in June. Of course for the Clewiston 440 project site, the annexation agreement process would need to proceed in tandem or in advance for such an aggressive schedule to be pursued. Manager Martin stated that there is no significant city direct cost to this process for such developments other than staff and consultant time for plan review. It was noted that the permitting and approvals for other US Sugar owned properties were proceeding at a faster pace since those do not involve annexation actions for either of the 27 Corridor south side project or the north side/marina project. Those projects have taken review priority thus far for zoning related actions. The Clewiston South project has already been approved for mixed use PUD as explained.

3. **Fire Services Special Assessment –** Manager Martin stated that management is recommends pursuing the required next steps to consider timely actions that would allow the proposed fire services assessment to be in place for the 2023/2024 fiscal year. Director Reese stated that he would like to use a similar budgeting philosophy as the County when they approved changes to their MSBU for fire services which provides revenue for areas outside the city limits within the East Hendry Fire District. Commissioner Gardner stated that she wanted to make sure the focus was to drop the ad valorem. Attorney Brandenburg then advised that he will prepare the necessary draft ordinance and commented on the notices that are required to be mailed to property owners prior to action on the assessment. It was noted that any additional service costs associated with the effort would be paid from the Fire Department budget with the cost shared by the county per the Hendry County Interlocal Agreement.

4. **Commission Comments and Discussion** – Commissioner Gardner asked that the 1931 ordinances regarding the Police and Fire Departments be shared.

Mr. Jerry Cochrane asked why the ordinance regarding recreational vehicle parking was not being enforced and has not been brought back to the Commission for discussion. Manager Martin apologized for the delay in the discussion as there have been other priorities and stated that it is still our intent to bring it for discussion in the future. He then mentioned highway traffic will be limited to two lanes from San Luiz to CR 720 for two days as repairs and improvements are made in the vicinity of the railroad crossing located at the western city limit line.

Adjournment

No official action was taken on any item.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to adjourn the workshop at 7:01 p.m. The motion was approved unanimously.

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, March 6, 2023

The City of Clewiston City Commission held a workshop in the City Hall Commission Chambers, Monday, March 6, 2023. The workshop was called to order at 5:18 p.m. by Mayor Pittman. The audience joined in reciting the Lord's Prayer and the Pledge of Allegiance.

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

Personnel present: City Manager Randy Martin, City Clerk Kathy Combass, Director of Operations Danny Williams, Assistant Utilities Director Lynne Mila, Community Development Director Travis Reese, Code Enforcement Officer Debbie Clay and Parks, Recreation & Leisure Services Director Lauren McGinnis. City Attorney Dylan Brandenburg attended via telephone.

Visitors present: Terry Gardner, Donnie Hughes, Lewell Hughes, Jerry Cochrane, Margaret Wuerstle and Jared Beck.

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

3. **Parks, Recreation & Leisure Services Update –** Manager Martin and Parks, Recreation & Leisure Services Director Lauren McGinnis reviewed the agenda item information. Discussion followed regarding policies and practices related to the issuance of keys to the John Boy Auditorium and access to the building from 8 AM to 8 PM the day before an event. Director McGinnis along with Director Williams are researching the potential use of electronic keys and other security types of access options for the building. Director McGinnis said she would like to have cameras installed on the outside of the building as an added security measure when the budget would allow. Manager Martin then commented on the quote for playground improvements included in the budget for Trinidad Park. He noted that there is grant funding involved in the purchase included in the budget of $100,000 and Director McGinnis will also look into purchasing equipment for the other parks with the remaining budget and funds donated from US Sugar. It was noted that the installation of the equipment will be done in house so the bulk of the funding donations can buy equipment. The Commission gave their consensus to have Director McGinnis proceed with acquiring the proposed equipment and approval for the purchase will be included on the agenda at an upcoming regular meeting. There was discussion regarding the use of the Youth Center and different programs that can be offered to the youth of our community. The discussion then centered on the swimming pool plans for the upcoming

season. The pool will be opened for Summer Camp May 30th to August 4th and Director McGinnis feels there is a need for at least 10 life guards to efficiently and safely operate the facility. Regarding appointments to unfilled advisory board positions, Manager Martin then distributed the list of nominees who had applied thus far for board vacancies and asked that the Commission consider the appointment of applicants to the Parks, Recreation & Leisure Services Advisory Board in the near term.

4. **Code Enforcement Update on RV Request –** Code Enforcement Officer Debbie Clay updated the Commission on what can and cannot be enforced under the current City regulations regarding RV's, trailers and mobile home storage on private property. Manager Martin stated that guidance from the Commission is needed on whether any changes should be considered to the City's current code. After discussion regarding modifications and hearing comments from Mr. Jerry Cochrane regarding the look of the RV's parked in the front yard, Manager Martin stated that he and Code Enforcement Officer Clay will get with Attorney Brandenburg to come up with some code examples for future discussion.

5. **Updated Waterfront Master Plan – Margaret Wuerstle –** Manager Martin reported that there were some setbacks and delays in completing this project discussion due specifically to hurricanes and a few other things but we are now ready to move forward as we need to close the project out by June. He stated that Mr. Jared Beck of Stantec has put together a summary with two concepts that will be presented tonight. We will then have a second meeting in April to select the concept to pursue, then have the required public hearing and hopefully present the plan for adoption in May. Margaret Wuerstle of the South Florida Regional Planning Council updated the Commission on the project status and explained that there is a 'boatload" of funding available primarily because of the impact of Hurricane Ian in the region. Mr. Beck reviewed the revised conceptual plans with the Commission in detail. The Commission members took the information under advisement for future consideration. Commissioner Gardner expressed her concern about the need and cost of maintenance in the future which will not be covered by grant funding.

6. **FDOT US 27 Corridor Vision Plan - West Ventura Street Design Element -** https://1drv.ms/b/s!Atgvwzxw5H1jjlyQUivZLFaJjJfr?e=UbIk0s

Manager Martin reviewed comments and changes on the design element. He expressed that he feels improved sidewalks should be included on the south side of the road section with better consistency and connectivity with more consistently designed parking areas. After further discussion, the Manager stated that going forward there will be a workshop with options identified to address the areas needs utilizing approved grant funding. He and staff will work with the engineers to discuss all the concepts while considering the information previously provided as part of the FDOT completed 27 Corridor Vision Plan referenced above which was reviewed at this meeting and previously approved by the Commission.

In other discussion items and updates, Director Williams reported that it its estimated that the solid waste fund is losing approximately $150,000-$200,000 a year in revenue related to extra loose debris pickups and related disposal costs beyond the cart service in the City. He stated the City has for some time had an ordinance that allows charging for the pick-up of mattresses,

microwaves, refrigerators, etc., that exceed limitations set by the ordinance that for some time have not been adhered to, so he is planning to send out notices that the City will begin charging for the pick-up of these items going forward consistent with the ordinance requirements. Commissioner Gardner expressed that her fear is that people will start dumping everywhere if they have to pay for it.

Adjournment

No official action was taken on any item.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to adjourn the workshop at 7:25 p.m. Vote 5 yeas, 0 nays

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James Pittman, Mayor

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Mary K. Combass, City Clerk

CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION WORKSHOP

Monday, May 22, 2023

The Clewiston City Commission held a workshop in the City Hall Commission Chambers, Monday, May 22, 2023. The workshop was called to order at 5:07 p.m. by Mayor Pittman. The audience joined in reciting the Lord's Prayer and the Pledge of Allegiance.

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

Personnel present: City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Director of Operations Danny Williams, Police Chief Thomas Lewis and Consulting Engineer Andy Tilton. City Attorney Dylan Brandenburg attended via telephone.

Visitors present: Terry Gardner

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

4. **Replacement of Cast Iron & Undersized Water Lines -** Manager Martin noted that addressing these issues was on the list of items to be included in the Comprehensive Water & Wastewater Master Plan development previously discussed by the Commission. There will be more detailed system assessment on these needs as the master planning process goes forward, but as requested by the Commission, management asked the consulting engineer to provide an interim report or update of known information at this time on cast iron utility piping located both inside and outside the city limits and significant undersized water line locations and service implications. Specifically, as an example of deficiencies identified, management, staff and the consulting engineer met and talked about efforts and have asked county officials for assistance in addressing areas outside the City including specifically the Harlem community where the need has been identified to replace the Della Tobias water line. City staff are ready to go forward with a project to address deficiencies in this location when funding is available. The County has expressed support for the project and interest in applying for federal/state grant funding such as CDBG to fund the improvements, but the County currently is in the process of closing out a previously received CDBG grant project that is required before they can submit another project application. The City is only allowed to apply for CDBG funding within the city limits for this type project. The engineer has estimated the optimum project to address this water line replacement is approximately a million dollars. Director Williams said the minimum needed scope is to replace the existing

water main along the street. He described interim maintenance measures staff have been utilizing for some time to address customer water complaints in the vicinity. Engineer Tilton reviewed the scope in further detail which would include lateral service lines between the main line and the meter boxes. The other big consideration is the lack of fire protection fire flow capabilities in this section of the community with undersize lines widespread particularly in the older areas. Addressing the entire city's needs regarding these type lines will be a long term effort. He commented on the size of the lines for new development and that he feels there is an opportunity to potentially receive grants for the larger projects. Manager Martin agreed that he believes there is a significant amount of federal and state money for these type projects going forward. Commissioner Gardner asked if there was a list of the oldest lines. Engineer Tilton stated that he and Director Williams basically looked at everything on the map but he did not have a good record of how old some of the lines were. He would look for guidance from others in the City to fill in gaps in information. The engineering firm and staff are currently looking for funds to fund the master plan which will expand on data analysis. Mayor Pittman wondered if the master plan would need to be done first. Engineer Tilton stated that they could develop enough for an application. Manager Martin explained that the project will not require digging up the old lines which would be very disruptive and expensive; alternatively, the city will just abandon the whole system section of these aged lines and replace identified sections with new lines. He hoped we would be able to do whole neighborhoods rather than a piecemeal approach, but available funding and the necessity to maintain service would be the key.

5. **Redevelopment Plan – Alley Abandonment and Easement Issues –** Manager Martin asked Director Williams and Consulting Engineer Tilton to give a verbal update on these issues for further analysis as projects occur. Engineer Tilton reported that several projects have come before the Technical Review Committee and they found generally speaking that in some places it is straightforward to move utilities to accommodate proposed development and in other cases it is very difficult to relocate them. Another challenge on the two major alleyways parallel to US Highway 27 is that in many of those there is a natural gas utility line running in the alley. The gas line agreement with the gas company requires the city to pay for that relocation movement which puts an added financial burden on the city. If a developer designs the whole block, we may get the developer to fund all or a portion of that cost. Easement granting as an alternative in such instances was discussed and Director Williams noted that we also have the telephone and cable lines to contend with in the easements.

   Commissioner Gardner stated that she feels we are not being proactive enough with getting empty lots along US27 developed. Mayor Pittman feels the developer should be the responsible party to pay to reroute the lines if the line is not sufficient. Commissioner Gardner said she feels we need to work with the property owners in as many ways as we can. She added that the City should have a copy of McGahee & Perez' previously prepared document that outlines the relocation and construction of infrastructure on empty lots.

6. **FDOT Landscape Beautification Grant Project Update –** Engineer Tilton provided an update on the status of this project and stated that a resolution is needed or he fears FDOT may potentially transfer the use of this grant somewhere else because the City has already asked for three extensions for several reasons beyond the City's control. He went on to say

that the first four phases of the beautification project did not have the constraints that are in place now with FDOT for Phase 5 according to FDOT staff communications. Manager Martin gave a suggested recommendation to use the median in this instance to avoid the current conflict and allow the project phase funding approved to proceed. The trees will start at Lopez St. and continue to the western municipal limits in this phase. The crossover intersection on US27 in the vicinity of McDonalds which is a new plan under the US27 Corridor design was discussed. Because of the grant period extensions, the Manager felt it would not be a good idea to further delay this grant award. The revised FDOT guidelines and requirements can be further addressed in future grant applications for additional phases of the project for continuation of plantings along the edge of right-of-way consistent with previous project designs. Mayor Pittman and Commissioner Hyslope agreed that the City should finish the grant out. Staff will finalize discussions and bring this back for Commission action to proceed.

Mayor Pittman recessed the workshop at 6:10 p.m. and reconvened the workshop at 6:15 p.m.

7. **Updated Personnel Policy Manual Review**

a. Clewiston Police Department Vehicle Take-Home Policy - Chief Lewis reviewed his memorandum on this topic included in the agenda. Vice Mayor Thompson expressed his concern with the take-home policy and said he would rather address the issue with pay. He feels you want to reward people that live in the community. Chief Lewis said both issues need to be addressed. Manager Martin agreed to find out the mileage on the cars. Chief Lewis said he does not have direct knowledge of employees driving cars home more than 35 miles. Commissioner Gardner thinks we need to look at the big picture to retain officers; we have to have a guideline for traveling and insurance to discuss at budget time. Manager Martin posed the question of what was the Commission willing to tolerate in terms of policy limitations and does it stay at the administrative level as has been the case. He mentioned that he also wanted to do an assessment of vehicle use in the other departments. Commissioner Gardner feels we should stay with the policy we have right now because we have to be comparable with Glades, Hendry and Okeechobee Counties and the City of Okeechobee. Commissioner Hyslope said we have to be willing to let these officers take the vehicles home. Mayor Pittman asked about Chief making policies himself. Manager Martin asked, as the Commission looks through the policy manual update, do they want to add police policies or do they want to let the chief continue with administrative policies with managerial oversight. Commissioner Hyslope said she would like to see Manager Martin work with the chief regarding the sole burden of administrative policy changes. Vice Mayor Thompson said he feels something that affects the city like the take-home policy should come before the Commission. Commissioner Hyslope encouraged Manager Martin and Chief Lewis to work together to implement the policy of the Hendry County Sheriff's Office outlined in their general order for the period between now and October 1 at least while we work through this. Mayor Pittman commented that he does not think anyone should be charged for driving under 35 miles. Commissioner Gardner said she is good with the 35 miles. Manager Martin said management and staff are going to take a hard look at enforcement and accountability. Commissioner Gardner said she still thinks we need to talk

to PRM and have them look at our policy manual. Manager Martin said that Attorney Brandenburg is also reviewing the manual.

b. Prohibition of Smoking and Vaping in City Parks - Manager Martin reported that this item is new legislation. He asked how the Commission felt about it and if they would like a policy put together. After discussion about how the policy could be enforced, the consensus of the Commission was to move forward with preparing the ordinance.

c. Other Revisions - Manager Martin reviewed highlights about the revised the Personnel Policy Manual which was last updated in 2004. He mentioned that there were changes in 2013 but he did not know why all the changes proposed were apparently not adopted at that time.

A workshop was scheduled for June 19, 2023 @ 2:00 p.m. for policy discussion and maybe some budget goals. Vice Mayor Thompson asked that an updated calendar be emailed to the Commission.

Commissioner Gardner stated that she feels it is important to get timely hurricane information out to the community.

Police Chief Lewis announced that a 'Coffee with a Cop" event was scheduled for Thursday, May 25, 2023.

Adjournment

No official action was taken on any item.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to adjourn the workshop at 7:26 p.m. The motion was approved unanimously.

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James Pittman, Mayor

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Mary K. Combass, City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
November 20, 2023

The Clewiston City Commission held its Regular Commission meeting in the City Hall Commission Chambers Monday, November 20, 2023. The meeting was called to order at 5:00 p.m. by Mayor James Pittman. Mayor Pittman gave the invocation and the audience joined in reciting the Pledge of Allegiance.

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

Personnel Present: City Manager Randy Martin, Police Chief Thomas Lewis, Police Sergeant Lionel Conyers, Police Officer Eric Williams, Assistant Utilities Director Lynne Mila, IT Administrator Justin Lucas, and City Attorney Dylan Brandenburg. Director of Operations Danny Williams attended via telephone.

Visitors Present: Chris Shaw and Austin Schargorodski

Additions/Deletions/Changes and Approval of the Agenda – Manager Martin stated that he recommended adding a Special Public Recognition of Police Officers to be presented by Police Chief Lewis and a report from the City Attorney that will be presented under his comments.

Special Public Recognition of Police Officers – Police Chief Lewis described a domestic incident that occurred on October 15, 2023 and proudly presented Sergeant Lionel Conyers and Officer Eric Williams with the Medal of Valor award for their brave actions in bringing this incident to a safe ending.

Public Comments – Chris Shaw, an executive reporter with Fox 4 Group, introduced Austin Schargorodski as the neighborhood reporter for Hendry County including Clewiston, LaBelle and Alva. Mr. Schargorodski stated that he is the contact for this area and is excited to tell some great stories and make an impact in this community.

1. Consent Agenda

A. *Tentative Millage & Budget Hearing Minutes – September 7, 2023*
B. *Special City Commission Meeting Minutes – September 12, 2023*
C. *City Commission Meeting Minutes – September 18, 2023*
D. *Special City Commission Meeting Minutes – September 26, 2023*
E. *City Commission Meeting Minutes – October 16, 2023*
F. *Resolution No. 2023-108 – adopts Amendments 1-12 to the budget for FY 2022-2023*
G. *Resolution No. 2023-109 – adopts Amendments 1-2 to the budget for FY 2023-2024*
H. *Resolution No. 2023-110 – approves the purchase of two marked police vehicles from Garber Chrysler Dodge Truck*
I. *Resolution No. 2023-111 – approves the purchase of an animal services vehicle from Garber Chevrolet GMC Inc.*

J. *Resolution No. 2023-112 – approves the agreement and addendum with the State of Florida for the reentry into the Federal LESO Surplus Property 1033 Program*
K. *Resolution No. 2023-113 – approves the 2024 Narcotics Enforcement Task Force (NETFORCE) Memorandum of Understanding and Interagency Agreement for Criminal Justice Information Exchange, Access and Use*
L. *Resolution No. 2023-114 – approves the purchase of a 2024 Altec DM47-TR 4x4 "POLE" truck*
M. *Resolution No. 2023-115 – authorizes the emergency repair of a damaged arm assembly of the city's solid waste "hopper" truck.*
N. *Resolution No. 2023-116 – authorizes a contract with TriNova, Inc. for the sole source purchase of a replacement PorMinent Sulfuric Acid ProMgard Skid for the water treatment plant.*
O. *Resolution No. 2023-117 – approves the purchase of five (5) Ford F-150 SuperCab XL, 4X4 trucks from Duval Ford*
P. *Resolution No. 2023-118 – recognizes the importance of harvest season in our community*

Commissioner Gardner made a motion, seconded by Commissioner Edmonds, to approve the Consent Agenda. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

PUBLIC HEARING

2. **Ordinance No. 2023-08 – Public Hearing - Final Reading – 5:05 p.m. -** Ordinance No. 2023-08 amends Chapter 70 Article V. Operation of Golf Carts on City Streets of the Clewiston Code of Ordinances.

Mayor Pittman opened the public hearing and read Ordinance No. 2023-08 by title. No comments from the public were heard. City Attorney Brandenburg reviewed the changes made as a result of the most recent legislative session. Mayor Pittman then closed the public hearing.

Commissioner Edmonds made a motion, seconded by Commissioner Gardner, to approve Ordinance No. 2023-08. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

RESOLUTIONS

3. **Resolution No. 2023-119 –** Resolution No. 2023-119 approves the Memorandum of Understanding between the City of Clewiston and the Clewiston Volunteer Fire Department regarding the use of State Excise Tax on property insurance premiums for the City of Clewiston Firefighters' Retirement System.

Manager Martin stated that this memorandum resulted from a recent meeting of the Clewiston Firefighters' Pension Board. Attorney Brandenburg explained that in the state

statute governing pension boards, there is the ability to receive a state collected tax on the local insurance policies and in order to use that tax revenue there has to be mutual assent between the firefighters and the city itself on the intended use of those tax credits. The firefighters have consented for the City to use those funds to offset the amount that the City has to pay into the plan on a yearly basis.

Commissioner Gardner made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2023-119. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

4. **Resolution No. 2023-120 –** Resolution No. 2023-120 approves the award of the Polymer Meter Boxes Lid contract to Core and Main and authorizes the City Manager to sign the purchase order on behalf of the City.

Mayor Pittman read Resolution No. 2023-120 by title. Manager Martin confirmed that this is part of the AMI Meter Replacement Project, but it was not anticipated in the original scope. Director of Operations Danny Williams explained that the water meter boxes were not planned to be purchased and replaced with this contract, but a significant number would not accommodate the new meters. This was a system modernization need that will now be accomplished with the completion of the AMI project. At Commissioner Gardner's request, Director Williams then provided an update on the project. He stated the electric meter replacements should be complete by the end of December or the beginning of January. They will then transition entirely to the water meter installs which are more involved and time consuming than electric. He then reported that the staff expect in December to activate, for accounts where meter installs have been completed, the online service portal element of the project which allows customers direct access to a site where they can monitor real time their utility usage and other account data. He recognized the efforts of Assistant Utilities Director Lynne Mila as the city project leader and other staff engaged in the project, the engineers, as well as contractor Sensus and subcontractor UPA for their efforts on this project.

Vice Mayor Thompson made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2023-120. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

5. **Resolution No. 2023-121 –** Resolution No. 2023-121 approves Change Order No. 2 to the Florida Municipal Power Agency Owner's Engineering Support Services Agreement for the AMI Deployment Project, Phase 3.

Mayor Pittman read Resolution No. 2023-121 by title. Manager Martin stated that we are very appreciative for the extended time period being recommended and the willingness of FMPA to provide continued support and the consultant Quanta to stay engaged longer than projected at this critical phase of the project.

Commissioner Edmonds made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2023-121. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

6. **Resolution No. 2023-122 –** Resolution No. 2023-122 approves Agreement #LPA 0491 between the Florida Department of Environmental Protection and the City of Clewiston. Execution of this "reimbursement grant" makes the Clewiston Wastewater Treatment Plant (WWTP) project appropriation of $11 million funding available.

Mayor Pittman read Resolution No. 2023-122 by title. Manager Martin stated that this state legislative funding will be combined with the previously approved $3,000,000 grant from federal congressional funding. Thanks to the efforts of Clewiston's legislative and congressional delegations, the city now has sufficient funding to proceed with design and other next steps including permitting then bidding, which the city has already procured the engineering services to accomplish. The City can incur expenses with the state funding and proceed with WWTP redesign and the upgrade and initial capacity expansion of the WWTP to meet the needs of current customers as well as growth demands while ensuring compliance with applicable federal and state regulations in the process. He thanked the Commission for their support and efforts to support this project for the last several years. Commissioner Gardner thanked Representative Lauren Melo, Senator Kathleen Passidomo and our lobbyist for working with the city to get this funding.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2023-122. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

7. **Resolution No. 2023-123 –** Resolution No. 2023-123 approves Change Order #2 to the AMI Contract between Sensus USA Inc. and the City of Clewiston.

Mayor Pittman read Resolution No. 2023-123 by title. Manager Martin stated that this change order reduces the contract amount with Sensus for the work the City will now be performing on some of the more difficult installations which will serve as a credit offset toward other expenses that will be incurred.

Vice Mayor Thompson made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2023-123. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

8. **Old Business –** Commissioner Gardner asked for an update on the enforcement of the gaming ordinance discussed at a previous workshop. Manager Martin advised that Chief Lewis can give an update on something of significance that he has been working on in communications with the state attorney's office and Attorney Brandenburg may have comments to add as well. Chief Lewis stated that he feels it is a little premature to share all of the details but the state attorney's office is more open to potentially pursing some avenues that may be a solution to address concerns. He stressed that this approach would not be an overnight solution. Manager Martin added that the ordinance enforcement assessment would be pursued independent of what Chief Lewis is addressing. Commissioner Gardner stated that she wanted to make sure that our ordinance addresses the things at each location as we

need to hold those businesses accountable. Chief Lewis stated that he anticipates the answer from the state attorney's office to come within the next week at which time he would be able to share more information.

Mayor Pittman asked what could be done about homeless individuals sleeping in city parks. Chief Lewis stated some municipalities enact anti homeless laws but he knows that there are cities that have been forced into litigation as a result of lawsuits. Attorney Brandenburg advised that he provided several ordinance examples from other municipalities and if there's a desire to implement something like that, he could prepare an ordinance to bring back to the commission. He commented on the limitations but explained that park operating hours could be enforced. Commissioner Gardner commented on the issue with loitering at businesses. Chief Lewis stated that we currently do not have a city ordinance on loitering so they refer to the state law on loitering which is hard to prove. Commissioner Gardner asked how public drinking on private property would be addressed. Chief Lewis stated that they would refer to the city ordinance on that topic. Commissioner Gardner stated that she feels we need to look at the city's ordinance on loitering to see if it needs to be strengthened as she feels we need to make our businesses feel as comfortable and safe as possible. Manager Martin in further commenting regarding homelessness concerns that he feels it is important for the community to know that the scale is manageable in the sense of the local numbers. Chief Lewis said they really do not see more than our 8 regular homeless individuals, and he then commented on the resources that are offered. He stated that problem is that they do not want to receive the help or the resources offered. He advised these individuals have local ties for the most part. Manager Martin reminded that businesses can take action on anyone who is frequent in their location. Chief Lewis stated that any business has the right to trespass an individual for any reason or no reason. Manager Martin agreed to provide further updates on this topic.

Commissioner Gardner asked for an update on the notification to the owners of the property listed on the lien report that was given to the Commission. Attorney Brandenburg stated that he thinks the next step to move forward on it would be to begin the process of requesting foreclosure in front of our magistrate. Commissioner Gardner asked Manager Martin to follow up with Code Enforcement Officer Debbie Clay. She feels we need to at least notify the individuals before anything else proceeds.

9. **Departmental Monthly Activity Reports** – There were no comments on the departmental monthly activity reports.

10. **Comments from City Manager –** Manager Martin recommended a workshop be scheduled for November 27, 2023 at 3:00 p.m. to discuss the Ventura Streetscape project for the resurfacing and redevelopment of the section of Ventura from Deane Duff to W.C. Owen. He will also update the Commission on the CRA workshop that he attended and other topics related to the CRA status as they discussed during the budget process. Commissioner Gardner asked that another item regarding the Main Street Corridor be added to the workshop agenda. She stated that it doesn't look like the changes discussed during the workshops were incorporated into the ordinance that was approved. Manager Martin stated that they will bring it to that workshop as it is related to the downtown development CRA areas.

11. **Comments from City Attorney** – Attorney Brandenburg stated that his first item regarding the homeless issue in the city parks was already addressed and he could move forward with preparing an ordinance revision which could be presented at the upcoming workshop. He then reported that the parties were unable to come to a settlement at the court ordered mediation for the Clewiston Commons case last month. The trial counsel will move forward with summary judgement to attempt to knock out as many of the four remaining counts as possible and any that remain will move forward to trial this upcoming year. He then wished everyone a Happy Thanksgiving and said he was thankful to be here to work with everyone.

12. **Comments from the City Commission –** Commissioner Gardner stated that she had the opportunity to attend one of the recreation advisory board meetings as she wanted to thank the board members for their efforts. She mentioned that she did not think the Commission was receiving any of the minutes from those meetings. Manager Martin stated that they have not been finalized or approved as yet. Commissioner Gardner then wished everyone a Happy Thanksgiving.

    Commissioner Edmonds wished everyone a Happy Thanksgiving and expressed her thanks to the recreation advisory board for the things they are doing. She stated that it seems that the directors are working hard to keep the city looking nice but was disappointed that the Christmas decorations were already up before Thanksgiving. Commissioner Gardner said that Civic Park is always ready for Christmas before Thanksgiving because of the number of people travelling on US27 at that time.

    Vice Mayor Thompson thanked the recreation and police departments for organizing the Public Safety Day event. He wished everyone a Happy Thanksgiving and reminded Manager Martin that we need to work to complete the new employee handbook. Manager Martin thanked him for the reminder then stated that he has that item on his list of things to bring back to the Commission.

    Mayor Pittman echoed the comments but mentioned that he received a complaint that Bond Street was a little messy with leaves and limbs when they were setting up for the Market on Bond event and suggested that we make sure it is clean for the next event. He then suggested that staff look at investing in tablets for the Commission to use instead of paper to view agenda material. Manager Martin stated that staff will revisit that and get a recommendation. Mayor Pittman then wished everyone a Happy Thanksgiving. In response to Mayor Pittman's comment regarding the condition of Bond Street for the Market on Bond event, Commissioner Gardner stated that when something does not turn out the way it is expected, she knows that staff is really good about fixing whatever it was. She noted that Director Williams and his wife went to Bond Street themselves to address the issue before the event even started. Director Williams commented on the issues with the trash that is cleaned up daily on Bond Street and assured the Commission that he would ensure that these issues would not happen again.

Adjournment

Vice Mayor Thompson made a motion, seconded by Commissioner Edmonds, to adjourn the meeting at 5:57 p.m. Vote 4 yeas, 0 nays (Commissioner Hyslope was absent.)

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
2024 Regular Commission Meeting and Workshop Schedule
Meetings and Workshops are held in the City Hall Commission Chambers
115 W. Ventura Avenue, Clewiston, FL 33440
Telephone 863-983-1484

Meetings –5:00 p.m.	Workshops – 5:00 p.m.
01/22/2024 (due to MLK Jr Day)	To Be Scheduled – 5:00 p.m.
02/19/2024	
03/18/2024	To Be Scheduled – 5:00 p.m.
04/15/2024	
05/20/2024	To Be Scheduled – 5:00 p.m.
06/17/2024	
07/15/2024	To Be Scheduled – 5:00 p.m.
08/19/2024	
09/16/2024	To Be Scheduled – 5:00 p.m.
10/21/2024	
11/18/2024	To Be Scheduled – 5:00 p.m.
12/16/2024	
Meeting and Bimonthly Workshop dates are subject to change. Rescheduled meetings and workshops will be posted on our web site as soon as they are known.	
Budget Workshops and Hearings Schedule - To be determined	
Special Meetings and Workshops Schedule – To be scheduled as needed	
Contact City Clerk Kathy Combass for information regarding agenda items or meetings at 863-983-1484 ext. 105.	

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT F
Commission Meeting Date: December 18, 2023

Subject: Resolution No. 2023-124

1. **Background/History**: Resolution No. 2023-124 approves the extension of the 2022 Grounds Maintenance Contract for Area "B" Locations between the City of Clewiston and Cross Training Ministries, Inc.

2. **Financial Impact**: $74,400

3. **Attachments:**
   a. Resolution No. 2023-124
   b. 2022 Grounds Maintenance Contract (Extended January 1, 2024 – December 31, 2024)

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-124.

RESOLUTION NO. 2023-124

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE EXTENSION OF THE 2022 GROUNDS MAINTENANCE CONTRACT FOR AREA "B" LOCATIONS BETWEEN THE CITY OF CLEWISTON AND CROSS TRAINING MINISTRIES, INC.

WHEREAS, Cross Training Ministries, Inc. has requested an extension of the existing 2022 Grounds Maintenance Contract; and

WHEREAS, the City of Clewiston desires to extend the existing contract with Cross Training Ministries, Inc.

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

SECTION 1. The attached 2022 Grounds Maintenance Contract Area "B" Locations (extended January 1, 2024 – December 31, 2024) is hereby approved.

SECTION 2. The Mayor is authorized and directed to sign the Contract.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Dylan J. Brandenburg, City Attorney

2022 Grounds Maintenance Contract

Area "B" Locations

Extended January 1, 2024 – December 31, 2024

By this contract made and entered into by the CITY OF CLEWISTON, FLORIDA, a municipal corporation, whose mailing address is 115 West Ventura Avenue, Clewiston, Florida 33440 (hereinafter referred to as "the City"), and CROSS TRAINING MINISTRIES, INC., whose mailing address is Post Office Box 2139, Clewiston, Florida 33440 (hereinafter referred to as "the Contractor"), the City and the Contractor (together hereinafter referred to as "the Parties") mutually agree and set their seals, as follows:

1. Purpose of Agreement

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

2. Initial Annual Term of Agreement

Except as hereafter provided, this agreement shall commence on January 1, 2024, and shall end on December 31, 2024.

3. Renewal of Contract and Subsequent Terms

The contract term, inclusive of all other terms and conditions provided herein, may be extended beyond the Initial Annual Term for up to two (2) additional annual terms, provided the Contractor requests and the City Manager grants in writing an extension for an additional annual term(s). In no event shall the terms and conditions of this agreement last beyond December 31, 2024.

4. Termination of Contract – Without Cause

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

5. Termination of Contract – With Cause

Either party may terminate this contract at any time if there is cause, provided proper notification is given as described in Section 8 below. Cause includes, but is not limited to: nonperformance of any obligation of this contract; breach of a material term of this contract; non-payment of any amount payable under this contract within 30 days of invoice presentation,

except for nonperformance; a material violation of law; or the contractor's filing for relief under the Bankruptcy code or seeking the appointment of a receiver or trustee.

6. Obligations of the Contractor

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

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

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

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

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

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

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

G. By the 7th day of each calendar month during the term(s) of the contract deliver to the Public Works Director of the City, or his expressly appointed designee, a statement of the services provided by Contractor during the preceding calendar month.

H. This contract requires 52 weeks of service.

7. Obligations of the City

Throughout the term of the agreement, the City shall:

A. Through its City Manager, or his expressly appointed designee, communicate with contractor any and all unacceptable work or violations of the contract in a verbal or written manner.

B. On or before the 15th day of the month following the month just ended pay to Contractor $6,200.00 for the work performed by Contractor during the month just ended.

8. Public Records

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

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

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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

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

9. Notices

Any notices provided herein shall be deemed validly given when hand delivered or when sent by U.S. Mail to the addresses appearing at the beginning of this contract (or such other address as may be specified by either party to the other by written notice).

10. Miscellaneous

This document contains the entire understanding of the parties concerning the subject matter hereof and shall not be amended, except in writing executed with the same formality as

this agreement. This contract shall be interpreted pursuant to Florida law and the venue for any interpretation or enforcement shall be in Hendry County, Florida.

IN WITNESS WHEREOF, the parties have signed this agreement or caused their duly authorized officers to affix their hands and seals on the day and year indicated herewith.

CITY OF CLEWISTON

ATTEST:

By: _____
James Pittman, Mayor Date

_____
Mary K. Combass, City Clerk

(Seal)

CROSS TRAINING MINISTRIES, INC.

By:_____
Michael W. Pittman, President Date

2022 GROUNDS MAINTENANCE CONTRACT
TECHNICAL SPECIFICATIONS

1. TURF, LANDSCAPE & GROUNDS MAINTENANCE

A. Mowing - Mowing shall be performed in a manner that insures a smooth surface appearance without scalping or leaving any "missed" uncut grass. All mower blades shall be sharp enough to cut, rather than tear, grass blades. All litter and debris shall be removed from turf and planted areas and properly disposed of before mowing to avoid shredding and/or damage to persons or property from flying debris. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms or cause damage to sprinkler heads, valves, manifolds, time clocks, curbs or other facilities. The Government Complex, which includes the City Hall, Utility Building, Firehouse and all parking areas, and Bond Street are to be mowed with a walk behind mower equipped with a grass catcher. Mower is to have no larger than a 30" wide mowing deck.

B. String Trimming – Grass shall be trimmed during or as an immediate operation following mowing. Grass will be trimmed at the same height as adjacent turf is mowed. Particular attention shall be given to trimming around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

C. Edging – Mechanical edging of all turf edges, sidewalks, curbs and parking lots, planted areas and tree rings will be done during or as an immediate operation following mowing. Edging is required with each mowing.

D. Blowing – Grass clippings or debris caused by mowing, trimming or edging shall be immediately removed from adjacent walks, curbs, planted areas and roadway areas on the same day as turf is mowed, trimmed or edged. Grass clippings or debris shall be removed in such a way as to not cause drift into roadways or adjacent property.

E. General Pruning Operations – Each tree and shrub shall be pruned to preserve the natural character of the plant in the manner fitting its use in the landscape design. All dead, dying, broken and/or diseased plant material shall be removed as needed. Trees are to be trimmed to provide a clearance of no less than 8 feet at all times.

F. Shrub Maintenance – Shrubs must appear orderly and neat at all times. General shrub trimming shall be done once a month.

G. Clipping Removal – The Contractor is to remove all clippings from shrub and trees on the same day as operation occurs.

H. Weed Removal – Definition: A weed is any plant that is not desired in a given location as defined by the existing landscape plan. A weed-free condition describes total weed elimination.

Weeds are to be completely removed from all flowerbeds, tree rings, brick pavers and sidewalk cracks. Entire area under contract shall remain weed-free at all times. The Contractor shall submit all M.S.D.S. on products to be used for weed eradication 48 hours in advance. Weeds may be eliminated manually by hand pulling or by applying a glyphosate-based herbicide

(Round-Up). There shall be no evidence of dead weeds. The Contractor shall supply all chemicals as part of the contract at no additional cost.

I. Safety - Contractor shall adhere to all state and federal DOT regulations for roadway operations, which include but are not limited to the proper signage, the wearing of safety vests and flashing amber lights.

Contractors are responsible for providing all safety gear, equipment and for maintenance personnel.

Contractors are responsible for following all OSHA requirements for safe equipment use and operation when performing any contract services.

J. Litter and Debris Removal – shall apply to ALL areas. Litter to be removed includes but is not limited to paper, glass, trash, undesirable material, dead vegetation or debris (unauthorized paper signs), etc., deposited or blown onto the sites. Palm fronds and tree limbs shall also be removed and placed at a location approved by the City Manager, or his expressly appointed designee, for collection. Placement of debris in any other location will be a violation of contract specifications.

K. Irrigation Systems - Contractor is responsible for repairing damage to the City's irrigation system caused by their equipment. Contractor is responsible for notifying the Public Works Department of water breaks and/or if a system is not operating properly.

L. For identification purposes, all maintenance vehicles and personnel shall have contractor name and/or logo displayed prominently.

M. Special attention shall be given to all contract areas prior to holidays and/or City sponsored events. Weather conditions and holidays are not valid reasons for failure to complete a required cycle.

N. Contractor shall schedule mowing time so as not to interfere with schedule uses of City property including but not limited to sport team practice, athletic games, parties and special events.

O. NO WORK IS TO BE PERFORMED ON A SUNDAY, UNLESS APPROVED BY THE CITY MANAGER.

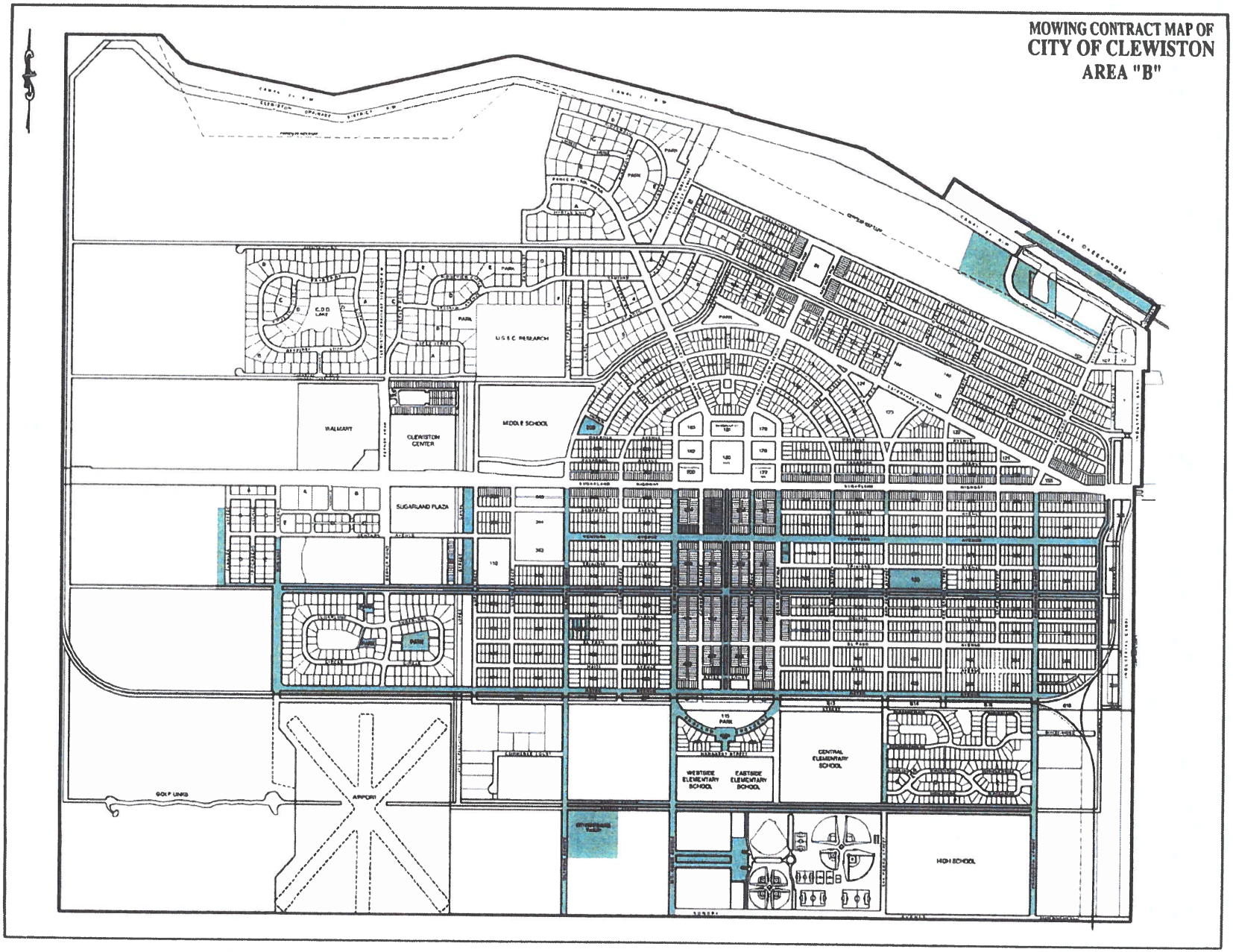
2022 Grounds Maintenance Contract

MAINTENANCE LOCATIONS

Areas "B" – (MAP ATTACHED)

Location	Description
Rights of Way & Median and Facilities:	
1. South San Pedro	US-27 to Sagamore
2. South Francisco Street	US-27 to Sonora
3. Bond Street	US-27 to Ventura
4. Central Avenue	US-27 to Aztec
5. W.C. Owen Avenue	US-27 to Sonora
6. Olympia Street	US-27 to Sonora
7. Ventura Avenue	Olympia to San Diego
8. Canal #4 (Alverdez)	San Diego to Flagler (flat only)
9. Canal #5 (Arroyo)	Francisco to Olympia (flat only)
10. Canal #6 (San Diego)	US27 to Aztec (flat only)
11. Lopez Canal	Alverdez to US27
12. San Luiz	Ventura to Aztec
13. Aztec	Francisco to San Luiz
14. Basilan Crescent	W.C. Owen to Deane Duff
15. Deane Duff	US27 to Ventura
16. Flagler	US27 to Alverdez
17. San Benito	US-27 to Ventura
18. San Pedro	Orchard Park to Arroyo
19. CPAC Building	Central Avenue
20. John Boy Auditorium	South W.C. Owen
21. Senior Citizen Building	Sugarland Park
22. Public Works Operations Bld.	1300 South Olympia
23. Animal Control Facility	Arroyo Street
24. Governmental Complex	City Hall, Utility Building, Building & Zoning, Fire House, Records Storage, Police Department, and all parking areas and islands around these areas
25. Entrance to Orchard Park	Entrance to Orchard Park
26. Entrance to Seminole Manor	Entrance to Seminole Manor
Parks & Green Spaces:	
1. Lake Recreational Areas	Picnic Area, Boat launch & Parking, Hoover Dike Rd. & 3 parking areas
2. Green Space 118	Ventura & Deane Duff
3. Green Space	Between Basilan & Margaret
4. Sikes Park	Circle Dr. & Valencia, Block 209
5. Candy Cane Park	Olympia & Obispo & El Paso
6. Trinidad Park	Trinidad & San Pedro
7. Hidden Park East	East Sugarland Circle
8. Hidden Park West (2)	West Sugarland Circle

MOWING CONTRACT MAP OF
CITY OF CLEWISTON
AREA "B"



CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT G
Commission Meeting Date: December 18, 2023

Subject: Resolution No. 2023-125

1. **Background/History**: Resolution No. 2023-125 authorizes the Mayor to execute the Satisfaction of Deferred Payment Loan Agreement satisfying the Mortgage and Deferred Payment Loan Agreement between Dora Cortez and the City of Clewiston dated July 18, 2013 and recorded in O.R. Book 868, page 178, et seq., of the Public Records of Hendry County.

2. **Financial Impact**: None

3. **Attachments:**
   - **a.** Resolution No. 2023-125
   - **b.** Satisfaction of Deferred Payment Loan Agreement
   - **c.** Loan Agreement

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-125.

RESOLUTION NO. 2023-125

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SATISFACTION OF DEFERRED PAYMENT LOAN AGREEMENT TO ACKNOWLEDGE FULL PAYMENT AND SATISFACTION OF THE MORTGAGE AND DEFERRED PAYMENT LOAN AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 868, PAGE 178, ET SEQ., OF THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

WHEREAS, Dora Cortez and the City of Clewiston entered into a Mortgage and Deferred Payment Loan Agreement on July 18, 2013 through the Community Development Block Grant Program for the property located at 402 E. Trinidad Avenue, Clewiston, Florida, which agreement is recorded in Official Records Book 868, page 178, et seq., of the Public Records of Hendry County, Florida; and

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

WHEREAS, the City desires to satisfy the Mortgage and Deferred Payment Loan Agreement recorded in Official Records Book 868, Page 178, et seq., of the Public Records of Hendry County, Florida.

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

SECTION 1. The Mayor is hereby authorized to execute the attached Satisfaction of Deferred Payment Loan Agreement.

PASSED AND ADOPTED in open session this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____
Mary K. Combass, City Clerk

_____
James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Dylan J. Brandenburg, City Attorney

SATISFACTION OF DEFERRED PAYMENT LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF CLEWISTON, the owner and holder of a certain Housing Rehabilitation Program Deferred Payment Loan Agreement by Dora Cortez to The CITY OF CLEWISTON, bearing date the 18th day of July 2013 and recorded in the Official Records Book 868, page 178, et seq., in the office of Clerk of the Circuit Court of Hendry County, State of Florida, securing that certain loan in the principal sum of Seventy-Seven Thousand Dollars and 00/100 ($77,000.00), and certain promises and obligations set forth in said Deferred Payment Loan Agreement, upon the property situated in said State and County described as follows, to-wit:

Legal: Lot 11 in Block 366 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, pages 71 through 78, inclusive, Public Records of Hendry County, Florida

Property Address: 402 E. Trinidad Avenue, Clewiston, FL 33440

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

Witness my hand and seal, this 18th day of December, 2023.

Signed, Sealed and Delivered
in Presence of:

CITY OF CLEWISTON

By:_____
James Pittman, Mayor

_____
(Signature of First Witness)

_____
(Typed or printed name of First Witness)

_____
(Signature of Second Witness)

_____
(Typed or Printed Name of Second Witness)

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization this 18th day of December, 2023 by James Pittman, as Mayor of the City of Clewiston, ( ) who is personally known to me or ( ) who has produced _____ as identification.

_____
Notary Public, State of Florida

My Commission Expires:

Book 868/178 Page

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

ADDRESS 115 West Ventura Avenue
Clewiston, FL 33440

Inst:201328008434 Date:9/24/2013 Time:1:52 PM
Doc Stamp-Mort:269.5000 Int Tax:154.0000
_____DC,Barbara S. Butler,Hendry County Page 1 of 2 B:868 P:178

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

This Indenture, made this 18th day of July, 2013 A.D.

Between Dora Cortez, a single woman and the City of Clewiston, a Florida subdivision organized under the laws of the State of Florida called the Mortgagee,

Witnesseth, That the said Mortgagor(s) for and in consideration of the sum of **Seventy Seven Thousand Dollars and 00/100 (77,000.00)** to them in hand paid by the said Mortgagee from funds acquired through the Community Development Block Grant (CDBG) contract number 12DB-OH-09-36-02-H02, the receipt whereof is hereby acknowledged, granted, bargained and sold to the said Mortgagee their heirs and assigns forever, the following described land, sinuate, lying and being in incorporated area of the County, County of Hendry, State of Florida to wit:

CLEWISTON BLK 366 LOT 11

Property Address: **402 E. Trinidad Ave. Clewiston, FL. 33440** and the said Mortgagor(s) do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

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

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

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

Further, if the Senior Lien Holder(s) acquire title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the Senior Lien Holder(s) acquisition of title, provided that (1) the City has been given written notice of a default under the Mortgage of Senior Lien Holder(s) and (ii) the City shall not have cured the default under the Mortgage of the Senior Lien Holder(s), or diligently pursued curing the default as determined by the Senior Lien Holder(s). Borrower and Lender request that the holder of any mortgage, deed of trust or other encumbrance with a lien which has a priority over this Deed of Trust to use its best efforts to give Notice to Lender, at Lender's address set forth on page one of the Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action. Notwithstanding anything herein to the contrary, the holder of any mortgage, deed of trust or other encumbrances with a lien which has a priority over this Deed of Trust shall not be obligated to provide such Notice and the failure to provide such Notice shall not have any adverse effect on any default under the superior encumbrance or of any sale or other foreclosure action of any mortgage, deed of trust or other encumbrance with a lien which has a priority over this Deed of Trust. This paragraph does not constitute a waiver of notice or service of process in a proceeding for foreclosure as is required under State law.

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

Witness Signature (as to Mortgagor)

Witness Signature (as to Mortgagor)

x Dora I Cortez
Mortgagor

Dora Cortez
(Printed Name as to Mortgagor)

STATE OF FLORIDA
COUNTY OF HENDRY

Inst:201326008434 Date:9/24/2013 Time:1:52 PM
Doc Stamp-Mort:269.5000 Int Tax:154.0000
DC,Barbara S. Butler,Hendry County Page 2 of 2 B:868 P:179

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

Witness my hand and official seal in the County and State last aforesaid this 18th day of July, 2013.

Notary Rubber Stamp Seal

Notary Signature:

CLINTON PAUL HINES
Notary Public - State of Florida
My Comm. Expires Mar 6, 2014
Commission # DD 104314
Bonded Through National Notary Assn.

Mortgage Note:
For a consideration, the undersigned promise(s) to pay the City of Clewiston, a political subdivision of the State of Florida which is organized under the laws of the State of Florida, the sum of **Seventy Seven Thousand Dollars and 00/100 (77,000.00)** together with interest at the rate of 0 percent per annum, subject to the following terms and conditions, commonly known as a "Deferred Payment Loan Agreement":

a) For each year for a period of ten years, the maker(s) or any one of them, shall occupy the premises described below as their primary residence and homestead, one tenth of the principal amount, plus interest then accrued, shall be deemed to have been paid as of the anniversary date hereof.

b) If not deemed paid under a) above, the entire balance and interest then due and owing shall become due and payable upon either of the following events:
   (i) The sale of the premises to any person not declared eligible by the City of Clewiston;
   (ii) Failure of the maker(s) or any of them, to occupy the premises as their primary residence; and
   (iii) The death of the maker(s) unless heirs or devisees who continue to occupy the premises are determined to be eligible by the City of Clewiston.

The amounts due hereunder are secured by a mortgage on even date herewith given on premises in incorporated Hendry County, Florida described as:
Property Address: **402 E. Trinidad Ave. Clewiston, FL. 33440**

Dated: 18th day of July, 2013

x Dora I Cortez L.S.
Dora Cortez Maker

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT H
Commission Meeting Date: December 18, 2023

Subject: Resolution No. 2023-126

1. **Background/History**: Resolution No. 2023-126 approves the Water Coalition Letter to the U.S. Army Corps of Engineers regarding LOSOM and Water Supply: Protecting the State of Florida's Water Rights and authorizes the Mayor to sign.

2. **Financial Impact**: None

3. **Attachments:**
   a. Resolution No. 2023-126
   b. Water Coalition Letter

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-126.

RESOLUTION 2023-126

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE WATER COALITION LETTER TO THE U.S. ARMY CORPS OF ENGINEERS REGARDING LOSOM AND WATER SUPPLY: PROTECTING THE STATE OF FLORIDA'S WATER RIGHTS; AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the City of Clewiston is part of the Water Coalition that represents a broad cross section of business, landowners, and stakeholders who rely on Lake Okeechobee's water supply for their livelihood, their economies, and the continued prosperity of their communities; and

WHEREAS, Lake Okeechobee ("the Lake") provides recreation, supports the local tourism economy, and supplies the water needed to grow our food, irrigate our lands, and for our drinking water; and

WHEREAS, the Water Coalition has concerns regarding the status of the Lake Okeechobee System Operating Manual (LOSOM) and its impacts to Florida's water supply.

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

SECTION 1. The City Commission approves the Water Coalition Letter to the U.S. Army Corps of Engineers regarding LOSOM and Water Supply: Protecting the State of Florida's Water Rights and authorizes the Mayor to sign.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Dylan J. Brandenburg, City Attorney

Draft Water Coalition Letter

Dear Colonel Booth

RE: LOSOM and Water Supply: ***Protecting the State of Florida's Water Rights***

Dear Colonel Booth:

We represent a broad cross section of business, landowners, and stakeholders who rely on Lake Okeechobee's water supply for our livelihood, our economies, and the continued prosperity of our communities. Lake Okeechobee ("the Lake") provides recreation, supports the local tourism economy, and supplies the water we need to grow food, irrigate our lands, and for our drinking water. We have engaged in the management of Lake Okeechobee for decades, including the ongoing draft Lake Okeechobee System Operating Manual ("LOSOM"). The Corps previously expected that LOSOM would be finalized by December 2023, but due to delays with consultation under the Endangered Species Act, that timeline is now paused, and stakeholders are awaiting a new expected date.

We write to you to express our significant concerns regarding the status of LOSOM and its impacts to Florida's water supply. LOSOM provides no certainty for Florida permitted water users and water managers because the Corps has proposed a plan, supported by the South Florida Water Management District ("District), with no sub bands in Zone D, to have maximum "flexibility" in lake management decisions. While flexibility maybe useful for extreme conditions and the rare occurrence, the Corps and the District are proposing it for their day-to-day operations of the Lake. This departs from 70-years of Lake management and is improper for many reasons.

The open-ended flexibility in the draft LOSOM water control plan cannot be modeled to determine its effects. As such, there is no certainty or analysis that permitted water supply rights will be protected or not diminished, as required in State law. In fact, the Corps modeled a different operational plan, PA25, in its EIS for the effects determination, but neither the Corps or the District propose to operate the Lake per PA25, or any other modeled alternative. This sets up a water control plan based on unbridled discretion by the Corps, which impacts the State's legal obligation to protect existing legal users from interference with their water rights.

The right to allocate water is a fundamental State right that should not be interfered with by the federal government. Further, such interference is contrary to the Lake's water supply project purpose. Florida has enjoyed a long and successful history in developing its science-based water supply program, issuing water use permits to users and water managers like us.

As with all past Lake Okeechobee schedules, the schedule must be predictable, and the zone above the water shortage line must remain within the purview of the State to protect water supply program and the Lake's health. If we fail to protect this fundamental State right, Florida's longstanding water allocation program will be eroded, the Lake's minimum level violated, and the reliability of our water supply will be permanently diminished. This can not be the Corps' intended result.

Protecting Florida's water supply is a critical State function. The LOSOM draft water control plan must be revised so that water users' allocations are *unequivocally* protected as CERP projects are implemented. We look forward to your assistance in this critical matter so that together we can ensure the protection of Florida's water supply and our Lake for Florida's future.

Sincerely,

[*Water Coalition signatories*]

cc: SFWMD Executive Director Drew Bartlett and Governing Board Members

FDEP Secretary Shawn Hamilton

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT I
Commission Meeting Date: December 18, 2023

Subject: Resolution No. 2023-127

1. **Background/History**: Resolution No. 2023-127 declares City of Clewiston Unit Nos. 211, 888, 673, 1538, 843, 86, 109, 32, 7, 123, 844 and 84 and roll offs listed on the Surplus Equipment Schedule (2024 Weeks Auction List) as surplus to be auctioned at the next available opportunity.

   Unit Nos. 211, 888, 673, 1538, 843, 86, 109, 32, 7, 123, 844 and 84 and roll offs are in need of repairs that far exceed the value and due to the age, repair parts are unavailable.

2. **Financial Impact**: Unknown

3. **Attachments:**
   a. Resolution No. 2023-127
   b. Surplus Equipment Schedule (2024 Weeks Auction List)

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-127.

RESOLUTION NO. 2023-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, DECLARING UNIT NOS. 211, 888, 673, 1538, 843, 86, 109, 32, 7, 123, 844 and 84 AND ROLL OFFS OF THE CITY OF CLEWISTON SURPLUS.

WHEREAS, City of Clewiston vehicles and roll offs listed on the attached Surplus Equipment Schedule (2024 Weeks Auction List) are no longer necessary, useful or suitable for municipal purposes due the age and wear of the vehicles and roll offs; and

WHEREAS, the City wishes to auction Unit Nos. 211, 888, 673, 1538, 843, 86, 109, 32, 7, 123, 844 and 84 and roll offs at the next available opportunity;

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

SECTION 1. The City Commission hereby declares City of Clewiston Unit Nos. 211, 888, 673, 1538, 843, 86, 109, 32, 7, 123, 844 and 84 and roll offs listed on the attached Surplus Equipment Schedule (2024 Weeks Auction List) as surplus.

SECTION 2. The City Commission hereby authorizes the aution of Unit Nos. 211, 888, 673, 1538, 843, 86, 109, 32, 7, 123, 844 and 84 and roll offs.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Dylan J. Brandenburg, City Attorney

2024 auction list

2024 WEEKS AUTIONS LIST

UNIT #	YR/MAKE/MODEL	DEADLINE REASON	VIN# / SERIAL NUMBER	
211	2002 FORD EXPLORER	BAD MOTOR	1FMZU63E92UB62111	PD
888	2008 DODGE DURANGO	BAD MOTOR	1D8HD38N48F139888	Com Redev
673	1996 CHEVY CHEYANNE	BRAKE PARTS NOT AVAB	1GBJK34F0TE222273	SD
1538	2014 CRANE CARRIER	PCM/BCM/TCM BAD	1CYCLK48XDT051038	SW
843	2008 CHEVY IMPALA	BAD MOTOR	2G1WS583181249643	WH
86	2006 FORD F150	BAD MOTOR	1FTRF12286NB73707	MR
109	GOLF CART	BAD MOTOR	EG0828-920465	BF
32	2006 FORD F150	BAD MOTOR	1FTRF12296NB76941	SD
7	1996 INTERNATIONAL	BAD CONTROLS (BUCKET)	1HTSCAAN5SH687662	SD
123	2006 BALDOR GENERATOR	BAD MOTOR	4TCSU10604H610384	WWTP
844	1998 FORD F SERIES	BAD TRANS/CLUTCH/CRANE	1FDLF47FTEA87444	WD
84	2004 YAHAMA BIG BEAR	BAD MOTOR	5Y4AH06YX4A051040	SD

(Solid Waste)
(2) 10 yard roll offs
(10) 20 Yard roll offs
(4) 30 Yard roll offs

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: December 18, 2023

Subject: Resolution No. 2023-128

1. **Background/History**: Resolution No. 2023-128 approves State of Florida Department of Transportation Memorandum of Agreement No. BEG61, FM No. 432744-1-78-08, for maintenance and operation of lighting on the State Highway System and authorizes the Mayor to execute said agreement on behalf of the City.

   This agreement summarizes the description of maintenance activities and compensation to be made to the City.

2. **Financial Impact**: $18,617.04 total annual amount (Four (4) quarterly lump sum payments in the amount of $4,654.26)

3. **Attachments:**
   a. Resolution No. 2022-028
   b. Memorandum of Agreement

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2022-028.

RESOLUTION NO. 2023-128

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLEWISTON FOR MAINTENANCE AND OPERATION OF LIGHTING ON THE STATE HIGHWAY SYSTEM TITLED "STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MEMORANDUM OF AGREEMENT" MAINTENANCE AGREEMENT NO. BEG61, FM NO. 432744-1-78-08.

WHEREAS, the **State of Florida Department of Transportation**, hereinafter referred to as the **FDOT**, proposes to compensate the agencies for maintenance and operation of lighting on the State Highway System, hereinafter referred to as the Project; and

WHEREAS, in order for the **FDOT** to proceed with the Project, it is necessary for the City of Clewiston, hereinafter referred to as the UAO, to execute and deliver to the **FDOT** the agreement identified as State Highway Lighting, Maintenance, and Compensation Agreement, hereinafter referred to as the "Agreement,"

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

SECTION 1. The State of Florida Department of Transportation Memorandum of Agreement, Maintenance Agreement No. BEG61, FM 432744-1-78-08, copy attached as Exhibit "A", is hereby approved.

SECTION 2. The Mayor is authorized and directed to sign the attached Agreement on behalf of the City.

A certified copy of this Resolution will be forwarded to the FDOT along with the executed Agreement. This Resolution shall be effective immediately upon passage.

PASSED AND ADOPTED by the City Commission of the City of Clewiston this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Dylan J. Brandenburg, City Attorney

DocuSign Envelope ID: B7A1ED69-1E5D-4333-8308-ACA6626A48C5

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF AGREEMENT

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and **CITY OF CLEWISTON** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

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

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to be performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

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7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement annually, as follows:

   Four (4) quarterly lump sum payments will be made in the amount of **Four Thousand Six Hundred Fifty-Four Dollars and Twenty-Six Cents ($4,654.26).** The total annual contract/expenditure amount is **Eighteen Thousand Six Hundred Seventeen Dollars and Four Cents ($18,617.04)** unless the contract is amended.

   The total contract amount, unless amended, for all three (3) years is **Fifty-Five Thousand Eighty Hundred Fifty-One Dollars and Twelve Cents ($55,851.12)**.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.

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3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.

4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statues. Deliverable(s) must be received and accepted in writing by the Contract Manager on the **DEPARTMENT's** invoice transmittal forms prior to payment. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** for the deficiency to be corrected, which the correction shall be made within a time frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure toe meet the minimum performance levels, deliverable deficiencies, or non-compliance with the Agreement. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement term.

5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.

6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

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9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.

10. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY**'S general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

12. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE**. The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $250,000 per person and $500,000 each occurrence, and property damage insurance of at least $50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

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2. **WORKER'S COMPENSATION**. The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

3. To the extent permitted by law, **AGENCY** shall indemnify, defend and hold harmless **DEPARTMENT** against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of **AGENCY**, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by **AGENCY** hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **AGENCY** to indemnify **DEPARTMENT** for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by **AGENCY** to be sued by third parties in any manner arising out of this agreement. The **AGENCY** shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold **DEPARTMENT** harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the **AGENCY** shall survive termination of this agreement.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

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VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

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5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown
ATTACHMENT B – Description of Maintenance Activities

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IX. EXECUTION

In witness whereof, the **CITY OF CLEWISTON** has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____.

FDOT to enter effective date.

CLEWISTON, FLORIDA

ATTEST:

BY: _____
CLERK

(SEAL)

_____
DATE

BY: _____
TITLE

_____
PRINT NAME DATE

_____LEGAL REVIEW:

BY: _____
DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____
EXECUTIVE SECRETARY (SEAL)

_____
PRINT NAME DATE

DS DCSA LEGAL REVIEW:

_____
DATE

BY: _____
DISTRICT ONE SECRETARY OR DESIGNEE

_____
PRINT NAME DATE

AVAILABILITY OF FUNDS APPROVAL:
11/30/2023

_____
DATE

DISTRICT MAINTENANCE ADMINISTRATOR APPROVAL:

DS JS

_____
DATE

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ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF CLEWISTON

Location: 1

Section: 07030000 **Mile Post:** 1.647 - 4.708

State Road: US 27, from Intersection of Old US 27 going North to the Railroad tracks at Lewis Boulevard

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	18.931	Acres	11	$17.00	$3,540.10
Slope Mowing	0.73	Acres	6	$78.25	$342.74
Intermediate Machine Mowing	6.414	Acres	11	$51.00	$3,598.25
Litter Removal	26.075	Acres	14	$9.40	$3,431.47

Location: 2

Section: 07030000 **Mile Post:** 2.196 - 3.937

State Road: US 27, Industrial Canal going North to Berner Road. All sidewalks and curbs including median curbs.

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Edging	16.051	Miles	6	$80.00	$7,704.48

SUMMARY

Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	18.931	$17.00	11
Slope Mowing	0.73	$78.25	6
Intermediate Machine Mowing	6.414	$51.00	11
Litter Removal	26.075	$9.40	14
Edging	16.051	$80.00	6

Total Annual Cost	**$18,617.04**
Four Quarterly Payments	**$4,654.26**

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Attachment "B"
SPECIFICATIONS

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (FY 2023-24)

ARTICLE 3-9 is expanded by the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway Avenue
Bartow, FL 33830

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description.

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

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102-2 Materials.

Meet the following requirements:

Bituminous Adhesive	Section 970J$
Temporary Raised Pavement Markers	Section 990
Paint	Section 971
Removable Tape	Section 990
Glass Spheres	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-3 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105.

The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.

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6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-4 Alternative Traffic Control Plan.

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Engineer. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual. Indicate in the plan a TCP foreach phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

The Department reserves the right to reject any alternative TCP. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

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102-5 Traffic Control.

102-5.1 Standards: FDOT Standard Plans are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions.

Remove all pavement markings that will be in conflict with "next phase of operation" vehicle pedestrian paths as described above, before opening to vehicle traffic or use

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by pedestrians.

Cost for removing conflicting pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) to be included in Maintenance of Traffic, lump sum.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March, 1992, or SAE J1318, dated April, 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-6 Detours.

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic, including pedestrians and bicyclists, from any existing facility, or wherever construction operations block the flow of traffic.

102-6.2 Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

When the Plans call for the Department to furnish detour bridge components, construct the pile bents in accordance with the Plans, unless otherwise authorized by the Engineer.

Provide two Contractor representatives, who will be directly involved in the erection of Department-owned temporary bridging, to attend a mandatory one-day training session to be conducted at the Department's storage facility. No bridging will be released to the Contractor prior to the completion of this training.

Submit the following: company name, phone number, office address, project contact person, names of the representatives who will attend the training described above, project number, detour bridge type, bridge length, span length, location and usage time frames, to the Engineer at least 30 calendar days before the intended pick-up date, to obtain the storage facility

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location and list of components for the project. Upon receipt, the Engineer will, within 10 calendar days submit an approved material list to the Contractor and the appropriate Department storage yard.

Submit the name of the representative with authority to pick up components, to the Engineer at least 10 calendar days before the proposed pick-up date. The Department is not obligated to load the bridge components without this notice. Take responsibility and sign for each item loaded at the time of issuance.

Provide timber dunnage, and transport the bridge components from the designated storage facility to the job site. Unload, erect, and maintain the bridge, then dismantle the bridge and load and return the components to the designated storage facility.

Notify the Engineer in writing at least 10 calendar days before returning the components. Include in this notice the name of the Contractor's representative authorized to sign for return of the bridge components. The yard supervisor is not obligated to unload the bridge components without this notice.

The Department will provide equipment and an operator at the Department's storage facility to assist in loading and unloading the bridge components. Furnish all other labor and equipment required for loading and unloading the components.

The Department's representative will record all bridge components issued or returned on the Detour Bridge Issue and Credit Ticket. The tickets must be signed by a Department and a Contractor representative, after loading or unloading each truck to document the quantity and type of bridging issued or returned.

Bind together all bridge components to be returned in accordance with the instructions given by the storage facility. The yard supervisor will repack components that are not packed in compliance with these instructions. Upon request, written packing instructions will be made available to the Contractor, before dismantling of the bridge for return to the Department's storage facility.

Assume responsibility for any shortage or damage to the bridge components. Monies due the Contractor will be reduced at the rate of $35.00 per hour plus materials for repacking, repairs or replacement of bridge components.

The skid resistance of open steel grid decking on the detour bridge may decrease gradually after opening the bridge to traffic. The Department will furnish a pneumatic floor scabbler machine for roughening the roadway surface of the detour bridge decking. Provide an air compressor at the job site with 200 cubic feet per minute capacity, 90 psi air pressure for the power supply of the machine, and an operator. Transport the scabbler machine to and from the Department's structures shop. Repair any damage to the scabbler machine caused by operations at no expense to the Department. Perform scabbling when determined necessary by the Engineer. The Department will pay for the cost of scabbling as Unforeseeable Work in accordance with 4-4.

Return the bridge components to the designated storage facility beginning no later than 10 calendar days after the date the detour bridge is no longer needed, the date the new bridge is placed in service, or the date Contract Time expires, whichever is earliest. Return the detour bridging at an average of not less than 200 feet per week. Upon failure to return the bridge components to the Department within the time specified, compensate the Department for the bridge components not returned at the rate of $5.00 per 10 feet, per day, per bridge, for single

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lane; and $10.00 per 10 feet, per day, per bridge, for dual lane until the bridge components are returned to the Department.

102-6.3 Construction Methods: Select and use construction methods and materials that provide a stable and safe detour facility. Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for the materials on loan from the Department with the stipulation that they are returned.

102-6.5 Detours Over Existing Roads and Streets: When the Department specifies that traffic be detoured over roads or streets outside the project area, do not maintain such roads or streets. However, maintain all signs and other devices placed for the purpose of the detour.

102-6.6 Operation of Existing Movable Bridges: The Department will maintain and operate existing moveable bridges that are to be removed by the Contractor until such time as they are closed to traffic. During this period, make immediate repairs of any damage to such structures caused by use or operations related to the work at no expense to the Department, but do not provide routine repairs or maintenance. In the event that use or operations result in damage to a bridge requiring repairs, give such repairs top priority to any equipment, material, or labor available.

102-6.7 Special Detour: A special detour is defined as a diversion or lane shift for vehicular traffic that requires temporary pavement.

102-6.8 Pedestrian Special Detour: A pedestrian special detour is defined as a temporary pedestrian way that requires temporary pavement or other stable, firm, slip-resistant surface.

102-7 Traffic Control Officer.

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone when the following types of work is necessary on projects:

1. When directing traffic/overriding the signal in a signalized intersection.
2. When Standard Plans, Index 102-619 is used on freeway facilities (interstates, toll roads, and expressways) at nighttime for work within the travel lane.
3. When Standard Plans, Index 102-655 Traffic Pacing is called for in the Plans or approved by the Engineer.
4. When pulling conductor/cable above an open traffic lane on limited access facilities, when called for in the Plans or approved by the Engineer.
5. When Standard Plans, Index 102-625 Temporary Road Closure 5 Minutes or Less is used.
6. When performing lane closures during nighttime operations on roadways with posted speed limits 55 mph or greater.

At the Contractor's option, traffic control officers may be used for operations other than those listed above.

Cost for traffic control officers will be paid for as described in 102-11.2.

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The Department will not consider any claim arising from the failure of a traffic control officer to be present or available on the project. A noncompensable time extension may be granted when a state or local emergency requires all area law enforcement officers to be on-duty and not available for hire.

102-8 Driveway Maintenance.

102-8.1 General: Ensure that each residence and business has safe, stable, and reasonable access.

102-8.2 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10. Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

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https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2. Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor.

The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer in accordance with 102-9.1.1. The CDS shall submit a monthly certification on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS shall submit the monthly certification on letterhead for channelizing devices installed/used within the work zone. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-9.1.1 Approved Independent Channelizing Device Supplier (CDS) Requirements: Submit the following documents to the Engineer for independent CDS approval at the preconstruction conference. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval. Department approved CDSs are listed on the State Construction Office website. Inform the Engineer at the preconstruction conference of this approval.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:

a. The company's owners, stockholders, and officers.

b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 1029.1 with its own forces.

d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.

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e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:

1. Project name and number and a brief description of CDS work performed,

3. Beginning and ending date of CDS project activities,

4. Location of project (city, state),

5. Monetary amount of CDS work on project,

6. Owner of project, contact person and phone number with area code,

7. Name of Contractor (client) that the work was performed for and phone number with area code.

2. A maintenance plan for approval by the Department that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-9.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600.

102-9.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-9.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings.

102-9.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-9.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.4 Project Information Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-9.5 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-9.5.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

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102-9.5.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-9.6 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on the Department's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-9.6.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-9.6.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-9.6.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to

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2016 and marked with the "INDX 521" in lieu of the APL number will be permitted.

102-9.6.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one inch clearance all around. Fill the repair area with an approved high performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-9.7 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-9.8 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-9.9 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544. Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the Department. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-9.10 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-9.11 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that the arrow board display panel is raised to a fully upright position and

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is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-9.12 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans and Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-9.13 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-9.14 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-9.15 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices. Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-9.16 Temporary Traffic Detection and Maintenance: Provide temporary traffic detection and maintenance at existing, temporary, and new signalized intersections. Provide temporary traffic detection equipment listed on the APL. Restore any loss of detection within 12 hours. Ensure 90% accuracy per signal phase, measured at the initial installation and after any

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lane shifts, by comparing sample data collected from the detection system with ground truth data collected by human observation. Collect the sample and ground truth data for a minimum of five minutes during a peak and five minutes during an off-peak period with a minimum three detections for each signal phase. Perform the test in the presence of the Engineer.

102-9.17 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria. For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria.

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-9.18 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-9.19 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.

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4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-9.20 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600. Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydroblasting or other method approved by the Engineer.

102-9.21 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Furnish, install, maintain, remove, and relocate temporary signals for lane closure operations on two-lane, two-way roadways at the locations shown in the Plans. Temporary signals may be used, at the Contractor's option, as an alternate to flaggers for lane closure operations on two-lane, two-way roadways in accordance with Standard Plans, Index 102-606. Temporary signals can either be portable signals or span wire signals and must be listed on the APL.

102-10 Work Zone Pavement Marking.

102-10.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic.

102.10.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-10.3 Removable Tape:

102-10.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-10.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-10.3.3 Retroreflectivity: Apply white and yellow pavement markings that will attain an initial retroreflectivity of not less than 300 mcd/lx·m^2 for white and contrast markings and not less than 250 mcd/lx·m^2 for yellow markings. Black portions of contrast tapes

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and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m^2. At the end of the six month service life, the retroreflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m^2.

102-10.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-10.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer's recommendations, the Standard Plans, and Section 706. After initial installation, replace broken or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the Department.

102-11 Method of Measurement.

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item. Include the cost of any work that is necessary to meet the requirements of the Contract Documents for MOT under Maintenance of Traffic, lump sum when separate payment is not provided.

102-11.2 Traffic Control Officers: The quantity to be paid for traffic control officers as specified in 102-7(1) through (5) will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

Cost for traffic control officers as specified in 102-7(6) or used at the Contractor's option will be paid for under Maintenance of Traffic, lump sum.

102-11.3 Special Detours: When a special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under Special Detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

When the Plans show more than one special detour, each special detour will be paid for separately, at the Contract lump sum price for each.

102-11.4 Commercial Material for Driveway Maintenance: The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs: The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in

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the Plans will be paid for under Maintenance of Traffic, lump sum.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Standard Plans.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

Work zone signs may be installed fourteen days prior to the start of Contract Time with the approval of the Engineer and at no additional cost to the Department.

102-11.6. Business Signs: The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 Project Information Signs: No separate payment will be made for project information signs. Payment will be included under Maintenance of Traffic, lump sum.

102-11.8 Channelizing Devices: The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades, certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit prices for channelizing device.

Payment for drums, vertical panels, and Type I, Type II, Type III, and direction indicator barricades will be paid per each per day.

Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Standard Plans, Index 102-600 and have been properly maintained will be paid for at the Contract unit price for channelizing device.

Payment for pedestrian LCDs will be paid as the plan quantity length in feet, in place and accepted. For sidewalk closures, the plan quantity length will be based on the width of the sidewalk. The quantity of pedestrian LCDs will be paid for regardless of whether materials are new, used, or relocated from a previous installation on the project. Placement of pedestrian LCDs at locations not shown in the Plans, or not authorized by the Engineer, will be at the Contractor's expense. Payment for pedestrian LCD mounted signs will be made under Work Zone Signs, per each per day.

Payment will not be made for channelizing devices unsatisfactorily maintained, as determined by the Engineer. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer.

102-11.9 Temporary Barrier: The quantity to be paid for will be the length, in feet, of freestanding units or anchored units certified as installed/used on the project. The quantity to be paid for relocating barrier will be based on the relocated installation type. No separate payment will be made for the asphalt pad. For freestanding units transitioned to a crash cushion, the cost of anchoring the transition units will be included in the cost of the temporary crash cushion in accordance with 102-11.12.

102-11.10 Barrier Delineators: No separate payment will be made for barrier delineators installed on top of temporary barrier and vehicular LCDs. Include the cost for barrier delineators in the cost of the barrier or vehicular LCD.

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102-11.11 Temporary Glare Screen: The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions: No separate payment will be made for the concrete or asphalt pad.

102-11.12.1 Redirective: The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.12.2 Gating: The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including anchoring of temporary barrier necessary for transition to the crash cushion and delineation.

102-11.13 Temporary Guardrail: The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board: The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.15 Portable Changeable Message Sign: The quantity to be paid at the Contract unit price will be for the number of PCMSs or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs: The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit: The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the certified quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance: For existing intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the certified quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

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102-11.20 Work Zone Pavement Markings: Painted pavement markings will be paid as specified in 710-10. The quantity of removable tape to be paid for solid, 10'-30' skip, 3'-9' dotted, 6'-10' dotted, and 2'-4' dotted lines will be the length, in gross miles, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for transverse lines will be the length, in linear feet, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of removable tape to be paid for pavement messages, symbols, and arrows will be per each, authorized and acceptably applied under this Section and certified as installed/used on the project. The quantity of temporary RPMs to be paid will be the number of RPMs authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips: The quantity to be paid for will be the number of calendar days, or portions thereof, that temporary raised rumble strips are certified as installed/used on the project within the Contract Time. The number of strips used must meet the requirements of Standard Plans, Index 102-603. No adjustment will be made to the per day measurement for the number of strips or sets used, or for the number of times the sets are relocated.

102-11.22 Temporary Lane Separator: The quantity to be paid for will be the field measure, in feet, of temporary lane separator certified as installed/used on the project, including drainage gaps, completed and accepted.

102-11.23 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: The quantity to be paid for will be the number of temporary signals per day installed/used at the locations shown in the Plans. Temporary signals installed/used at the Contractor's option as an alternative to flaggers will be included in Maintenance of Traffic, lump sum.

102-11.24 Temporary Highway Lighting: When temporary highway lighting is required by the Plans, the work of constructing, maintaining, and removing the temporary highway lighting, including all materials and any necessary design work, will be paid for under temporary highway lighting, lump sum.

102-11.25 Pedestrian Special Detours: When a pedestrian special detour is shown in the Plans, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for under pedestrian special detour, lump sum. However, traffic control devices, warning devices, barriers, signing, pavement markings, and restoration to final configuration will be paid for under their respective pay items.

102-12 Submittals.

102-12.1 Submittal Instructions: Prepare a certification of quantities, using the Department's current approved form, for certified MOT payment items for each project in the Contract. Submit the certification of quantities to the Engineer. The Department will not pay for any disputed items until the Engineer approves the certification of quantities.

102-12.2 Contractor's Certification of Quantities: Request payment by submitting a certification of quantities no later than Twelve O'clock noon Monday after the estimate cut-off date or as directed by the Engineer, based on the amount of work done or completed. Ensure the certification consists of the following:

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1. Contract Number, FPID Number, Certification Number, Certification Date and the period that the certification represents.

2. The basis for arriving at the amount of the progress certification, less payments previously made and less an amount previously retained or withheld. The basis will include a detail breakdown provided on the certification of items of payment in accordance with 102-13. After the initial setup of the MOT items and counts, the interval for recording the counts will be made weekly on the certification sheet unless there is a change. This change will be documented on the day of occurrence. Some items may necessitate a daily interval of recording the counts.

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

102-13.2 Traffic Control Officers: Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours: Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs: Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs: Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 Project Information Signs: Price and payment will be full compensation for all materials and labor for furnishing, installing, relocating, maintaining and removing signs.

102-13.8 Channelizing Devices: Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices.

102-13.9 Temporary Barrier: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier and asphalt pad. When called for, temporary barrier (relocate) will be full compensation for relocating the barrier.

102-13.10 Temporary Glare Screen: Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.11 Temporary Crash Cushion (Redirective or Gating): Price and payment will be full compensation for furnishing, installing, maintaining, and removing crash cushions and concrete or asphalt pads.

102-13.12 Temporary Guardrail: Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing

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guardrail.

102-13.13 Arrow Board: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.14 Portable Changeable Message Sign: Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.15 Portable Regulatory Signs: Price and payment will be full compensation for furnishing, installing, relocating, operating, maintaining and removing a completely functioning system as described in these Specifications.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.16 Radar Speed Display Unit: Price and payment will be made only for a completely functioning system as described in these Specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to ensure that the unit conforms to all Specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.17 Temporary Signalization and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.18 Temporary Traffic Detection and Maintenance: Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.19 Work Zone Pavement Markings: Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape or durable paint may be substituted for standard paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary raised pavement markers. Install these RPMs as detailed in the Standard Plans.

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102-13.20 Temporary Raised Rumble Strips: Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Temporary Lane Separator: Price and payment will be full compensation for all work specified in this Section.

102-13.22 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways: Price and payment will be full compensation for furnishing, installing, operating, maintaining and removing temporary traffic signal including all equipment and components necessary to provide an operable portable traffic signal.

102-13.23 Temporary Highway Lighting: Price and payment will be full compensation for providing all temporary highway lighting shown in the Plans.

102-13.24 Pedestrian Special Detours: Price and payment will be full compensation for providing all pedestrian special detours shown in the Plans.

102-13.25 Payment Items: Payment will be made under:

Item No. 102- 1-	Maintenance of Traffic - lump sum.
Item No. 102- 2-	Special Detour - lump sum.
Item No. 102- 3-	Commercial Material for Driveway Maintenance - per cubic yard.
Item No. 102- 4-	Pedestrian Special Detour - lump sum.
Item No. 102- 14-	Traffic Control Officer - per hour.
Item No. 102- 30-	Temporary Highway Lighting - lump sum.
Item No. 102- 60-	Work Zone Sign - per each per day.
Item No. 102- 61-	Business Sign - each.
Item No. 102- 62-	Barrier Mounted Work Zone Sign – per each per day
Item No. 102- 71-	Temporary Barrier - per foot.
Item No. 102- 75-	Temporary Lane Separator - per foot
Item No. 102- 73-	Temporary Guardrail - per foot.
Item No. 102- 74-	Channelizing Devices
Item No. 102- 76-	Arrow Board - per each per day.
Item No. 102- 78-	Temporary Raised Pavement Markers - each.
Item No. 102- 81-	Temporary Crash Cushion, Gating - per location.
Item No. 102- 89-	Temporary Crash Cushion, Redirective - per location.
Item No. 102- 94-	Glare Screen - per foot.
Item No. 102- 99-	Portable Changeable Message Sign - per each per day.
Item No. 102-104-	Temporary Signalization and Maintenance - per intersection per day.
Item No. 102-107-	Temporary Traffic Detection and Maintenance - per intersection per day.
Item No. 102-120-	Temporary Signal for Lane Closures on Two-Lane, Two-Way Roadways – per each per day.
Item No. 102-150-	Portable Regulatory Sign - per each per day.
Item No. 102-150-	Radar Speed Display Unit - per each per day.

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Item No. 102-909-	Temporary Raised Rumble Strips - per day.
Item No. 102-913-	Removable Tape.
Item No. 710-	Painted Pavement Markings.
Item No. 711-	Thermoplastic Pavement Markings.

MAINTENANCE OF TRAFFIC – WORK DOCUMENT.
(REV 1-27-23) (FY 2023-24)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Contractor's Responsibility: Time begins when the Engineer is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the Engineer immediately when work has been completed. travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the Engineer.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor (WTS): Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Provide the WTS or designee with a tablet or smartphone with internet access for recording information into the Department's lane closure notification system. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

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Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted.

SUBARTICLE 102-5.5 is deleted and the following substituted:

102-5.5 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9 Temporary Traffic Control Devices.

102-9.1 General: Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features.

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Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10.

Pedestrian Longitudinal Channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

102-11.1 General: Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item.

For this Contract, all pay items with unit "Each Day (ED)" and "Hour (HR)" will be defined as follows:

1. Time for "Each Day" will be calculated in 24 hour increments starting at the time specified in the Work Document.
2. "Hour" rates will be paid in increments of 1 hour, rounded up to the hour.

ARTICLE 102-11 is expanded by the following new Subarticles:

102-11.28 MOT Maintenance Services: The quantity to be paid will be the number of hours that MOT duties are performed, beginning when setup is complete to the initiation of takedown.

102-11.29 Truck Mounted Attenuator: The quantity to be paid will be the number of days, per day, regardless of the number of locations work is performed at each site.

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ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.1 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work): When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the scheduled items of the overall Contract and no separate payment will be made.

SUBARTICLE 13.26 is deleted and the following substituted:

102-13.26 MOT Maintenance Services: Price and payment will be full compensation for MOT work performed.

ARTICLE 102-13 is expanded by the following new Subarticles:

102-13.27 Truck Mounted Attenuator: Price and payment will be full compensation for providing truck mounted attenuators each day regardless of the number of locations work is performed at each site. Payment will be made per day when included in the Work Document or as directed by the Engineer. Payment includes all costs for materials, labor, tools, equipment and incidentals required for performing the work described in this Section.

102-13.28 Payment Items: Payment will be made under the items shown in the Bid Price Proposal.

LITTER REMOVAL AND MOWING.
(REV 8-19-21) (FY 2023-24)

SECTION 107 is deleted and the following substituted:

107-1 Description.

107.1.1 Litter Removal: Provide pickup, removal, and disposal of litter and debris within the maintained limits from the outside edge of travel way to the right of way line, including the median on divided highways from the inside edge of travel way to the inside edge of travel way, ponds, and remote areas as specified in the Contract Documents. Litter or debris includes but is not limited to varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle

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parts, metal junk, small outdoor advertisement signs, brush, tree limbs, and other items to be removed under this work.

107-1.2 Mowing: Mow grass or vegetation within the project limits at locations identified in the Contract Documents. Locations may consist of roadside areas, ponds, ditches, or other areas as specified. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the project limits as directed by the Engineer. Use specialized equipment or hand labor when required to perform specified work in certain areas or situations. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed. Comply with the current edition of the Department's "A Guide to Roadside Vegetation Management".

107-1.2.1 Large Machine Mowing: Provide large machine mowing in areas conductive to large machine mowing equipment with a 3 horizontal to 1 vertical or less slope.

107-1.2.2 Slope Mowing: Provide slope mowing on slopes with a greater or steeper than 3 horizontal to 1 vertical slope or other areas that are relatively inaccessible to the use of conventional style equipment.

107-1.2.3 Intermediate Machine Mowing: Provide intermediate machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment.

107-1.2.4 Small Machine Mowing: Provide small machine mowing in areas of 3 horizontal to 1 vertical slope or less that are not accessible by large and intermediate machine mowing equipment.

107-1.2.5 Manual Weed Control: For areas with densely planted trees and steep slopes that are not accessible to mowing equipment, when directed by the Work Document, remove grasses, weeds, vines, and other underbrush using hand or power tools.

Unless otherwise specified, manual labor required to perform work around appurtenances will be incidental to the type of mowing being performed. Appurtenances may consist of signpost and bases, delineator post, fences, guardrail, barrier walls, end walls, retaining walls, pipes, drainage structures, poles, guys, mailboxes, handrails, landscaped areas, and trees.

107-2 Frequency.

107-2.1 Litter Removal: The number of litter removal cycles maybe increased or decreased based on litter conditions or special events, as directed by the Engineer. Areas or portions of areas within the project limits may be increased or decreased. The estimated number of litter removal cycles is approximately **14**.

Complete each litter removal cycle within (**to be determined by the engineer**) calendar days of beginning the cycle when the litter removal cycle is concurrent with a mowing cycle. When litter pick up is issued concurrently with a mowing cycle, remove litter prior to and in conjunction with mowing operations in all areas.

Complete each independent litter removal cycle within (**to be determined by the engineer**) calendar days of beginning the cycle.

107-2.2 Mowing: The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of mowing cycles to be completed.

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The number of acres to be completed per cycle may vary depending upon soil conditions. The number of acres to be completed will vary per cycle when wildflowers are in bloom or are re-seeding. Complete each mowing cycle within (**to be determined by the engineer**) calendar days of beginning the cycle. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	**11** cycles (**N/A** minimum cycles)
Slope Mowing	**6** cycles (**N/A** minimum cycles)
Intermediate Machine Mowing	**11** cycles (**N/A** minimum cycles)
Small Machine Mowing	**N/A** cycles (**N/A** minimum cycles)
Mow Wildflower plots approximately	**N/A** times per year
Manual Weed Control	**N/A** cycles (**N/A** minimum cycles)

Notify the Engineer prior to beginning work in areas with questionable mowing capabilities. Adjustments to quantities will not be made once work begins.

107-3 Equipment.

107-3.1 Litter Removal: Transport litter using equipment capable of preventing further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Specialized mechanical equipment capable of successfully removing litter and debris may be used upon written approval by the Engineer. Additional safety devices or precautions may be required when using unique equipment.

Provide equipment that does not damage curbs, pavement, or turf.

107-3.2 Mowing: Provide mowing equipment with a slow-moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18-inch X 18-inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

Maintain mowing equipment to produce a clean, sharp cut and uniform distribution of the cuttings at all times. Provide mowing equipment with the capability of cutting a height from 4 inches to 12 inches.

Provide equipment of a type and quantity to perform the work satisfactorily within the specified time periods.

Immediately remove equipment deficient in safety devices and keep the equipment out of service until the deficiency is corrected.

The Engineer's inspection of equipment will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

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107-4 Method of Operation.

107-4.1 Litter Removal: Store equipment to remain on the project right of way while not in use outside the clear zone. Do not park or store equipment or supply vehicles in median areas. Conduct all service and supply operations between the travel-way and the right-of-way line and outside of the clear zone. Do not allow supply vehicles to enter the median. Do not allow service vehicles to enter the median except when necessary to repair or remove inoperable equipment.

Perform all litter removal during daylight hours.

Worksite personnel must wear high visibility apparel that meets the standards for High-Visibility Safety Apparel as established by The American National Standards Institute (ANSI) when performing litter removal activities.

107-4.2 Mowing: Perform all work operations in accordance with the appropriate temporary traffic control and lane closure requirements. Furnish, place, and maintain all traffic control devices throughout the duration of the work within the maintenance limits for the protection of the public and employees.

Operate the equipment in the same direction of the traffic unless the adjacent lane is closed to traffic when mowing within four feet of the travel-way (travel lane).

Perform all work during daylight hours.

Begin mowing cycles as directed by the Engineer in the Work Document.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Follow the pattern adopted for the first cycle with subsequent mowing cycles.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. A complete cycle includes all manual labor around appurtenances.

If weather conditions or other situations of a temporary nature prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the adopted pattern for mowing may be altered to complete mowing of these areas during the mowing cycle.

Notify the Engineer of areas saturated with standing water to the point that standard mowing equipment would cause excessive damage to the turf. Mow the saturated areas during a subsequent cycle or cut to the surface of the water using hand labor or other specialized equipment as directed by the Engineer. Consult with the Engineer prior to beginning work in any questionable area.

Notify the Engineer when mowing areas or cycles have been completed. If any area does not meet the specified requirements, re-mow the areas at no additional cost to the Department.

107-5 Disposal.

107-5.1 Litter Removal: During each litter removal cycle, bag and remove all litter or piles at the end of each working day. Dispose of litter as necessary in accordance with applicable Federal, State, and Local Rules and Regulations. Do not store or stockpile litter within the project limits.

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107.5.2 Mowing: In some areas it may be necessary to collect and remove grass clippings from the mowing operation, Dispose of vegetation cuttings in accordance with applicable Federal, State, and Local Rules and Regulations.

107-6 Requirements.

107-6.1 Litter Removal: Perform litter removal in a manner that results in areas being free of litter and debris.

107-6.2 Mowing: Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. Mow grass and vegetation to a height of 4 inches plus or minus 1/2 inch in specified areas as directed by the Engineer.

Perform mowing in a manner that will not result in streaking or scalping. Mow areas of different widths in a manner that will result in smooth flowing transitions. Do not allow accumulation or piling of cuttings as a result of cleaning the mowing equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs, or structures, mailboxes, appurtenances, etc. will be repaired or replaced at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

Do not leave an accumulation of clippings in curb and gutters or on sidewalks. The use of blowers (away from traffic) to remove cuttings may be allowed unless prohibited by Federal, State, and Local Rules and Regulations.

107-7 Method of Measurement.

107.7.1 Litter Removal: The quantities to be paid for litter removal will be the number of acres of litter removal completed and accepted.

107-7.2 Mowing: Use of specialized equipment will be of no additional cost to the Department.

The quantities to be paid for mowing will be the area, in acres, of mowing completed and accepted.

The number of acres scheduled to be mowed per cycle will not be reduced for wildflower areas not mowed if the area is less than one acre.

The number of acres scheduled to be mowed per cycle will not be reduced for saturated areas that cannot be mowed when the area is less than one acre.

When alternate methods to mow saturated areas are required by the Engineer, payment will be based on the actual work performed.

107-8 Basis of Payment.

107-8.1 Litter Removal: Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete litter and debris removal. Landfill receipts may be required with invoice submittals.

107-8.2 Mowing: Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing for the number of acres completed and

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accepted.
Payment will be made under:

Item No. E107 - 1-1 Litter Removal - per acre.
Item No. E107 - 2-1 Large Machine Mowing - per acre
Item No. E107 - 2-2 Slope Machine Mowing - per acre
Item No. E107 - 2-3 Intermediate Machine Mowing - per acre
Item No. E107 - 2-4 Small Machine Mowing - per acre
Item No. E107 - 2-5 Manual Weed Control

110-32 EDGING

(REV 7-12-19) (FY 2023-24)

The following new Section is added at the end of Section 110:

SECTION 110-32
EDGING

110-32.1 Description.

Edge, sweep, remove and dispose of vegetation and debris from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, gutters, the front and backside and joint areas of sidewalks, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency

The Engineer will determine the total number of edging cycles and when to begin each cycle. All areas designated are to be edged approximately **6** times per year. Complete each cycle within (**to be determined by the engineer**) calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide effective means to control dust from all edging operations, including removal and disposal of debris.

Use equipment for removal or transportation of debris or litter that prevents distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade must not exceed one inch in width from the edge of the surface being edged. Do not allow grass or weeds into the trench.

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Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalk and sidewalk joints, and bike paths to produce a clean appearance. The use of blowers (away from traffic) (**to be determined by the engineer**) be allowed to remove the cuttings.

Uniformly cut and remove all vegetation extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area, including sidewalk joints. Removal of vegetation includes grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas.

Remove and properly dispose of all debris produced by the edging, vegetation removal and sweeping operations from the job site daily. Do not stockpile or store debris on the right-of-way overnight. Dispose of all debris in accordance with Federal, State, and Local Rules and Regulations. Include the cost of vegetation removal, sweeping, and disposal of the debris, litter, soil and vegetation trimmings in the contract unit price for edging. Remove any debris that falls into any part of the storm water system at no additional compensation.

Conduct all edging activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging operations within the limits worked by the conclusion of each workday. In areas where access is blocked by parked vehicles or other obstructions, return to the area(s) to complete the edging as necessary at no additional expense to the Department.

The quality and acceptance of work will be determined by the Engineer. Re-edge, including vegetation removal and sweeping, areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

Quantities to be paid will be the total number of miles of edging operations completed and accepted, including each pass for roadside, median island, inlet throats, curbs and gutters, bike paths and sidewalks. Areas that are maintained by others, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work may be omitted as determined by the Engineer.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under:

E110- 32- 2- Edging - mile.

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: Monday, December 18, 2023

Subject: Resolution No. 2023-129

1. **Background/History**: Resolution No. 2023-129 approves the award of the Roofing Material and Services Proposal to Space Age Roof Tech for the Harry T. Vaughn Library Roof Project.

   Director of Operations Danny Williams sought professional expertise to prepare an evaluation of the Harry T. Vaughn Library regarding aged roofing infrastructure and deterioration.

   The consultant's detailed on site evaluation of the library estimated the range for the recommended improvements to be between $415,000 and $497,000 for the thirty (30) year warranty roof replacement which staff recommended and Commission approved initiating the procurement process.

   Garland/DBS Inc. on December 8, 2023, provided their evaluation of the Roofing Material and Services Proposals. The staff reviewed the report and made their recommendation based on the information provided.

   The FY 2023-2024 approved city budget includes funding for this project in the amount of $497,000, so the recommended award is within the budgeted amount.

2. **Financial Impact**: $494,865.00

3. **Attachments:**
   a. Resolution No. 2023-129
   b. Garland/DBS, Inc. Roofing Material and Services Proposal

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-129.

RESOLUTION NO. 2023-129

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE AWARD OF THE ROOFING MATERIAL AND SERVICE PROPOSAL FOR HARRY T. VAUGHN LIBRARY ROOF PROJECT TO SPACE AGE ROOF TECH.

WHEREAS, the City of Clewiston ("City") sought professional expertise to prepare an evaluation of the Harry T. Vaughn Library regarding aged roofing infrastructure and deterioration; and

WHEREAS, The consultant's detailed on site evaluation of the library estimated the range for the recommended improvements to be between $415,000 and $497,000 for the thirty (30) year warranty roof replacement which staff recommended and Commission approved initiating the procurement process; and

WHEREAS, Garland/DBS Inc. on December 8, 2023, provided their evaluation of the Roofing Material and Services Proposals. The staff reviewed the report and made their recommendation based on the information provided.

WHEREAS, City staff conducted a review of the proposals and recommends awarding the bid to Space Age Roof Tech in the amount of $494,865.00.

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

SECTION 1. The bid for the roofing material and service for the Harry T. Vaughn Roof Project is awarded to Space Age Roof Tech in the amount of $494,865.00.

PASSED AND ADOPTED in open session this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____
Mary K. Combass, City Clerk

_____
James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Dylan J. Brandenburg, City Attorney

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

The City of Clewiston
Clewiston Public Library
120 W Osceola Ave
Clewiston, FL 33440

Date Submitted: 12/08/2023
Proposal #: 25-FL-231134
MICPA # PW1925
GA General Contractor #:GCCO007844

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Abbreviated Scope of Work: A & B - Recovery

1. Using information gathered from the nuclear scan, remove all areas of wet insulation back down to the roof deck (square off). Insulation to be mechanically fastened per NOA. Materials and roof height to match existing.
2. Inspect deck – repair/replace any damaged decking at pre-determined price per SqFt.
3. Repair existing roof membrane as necessary. All surface defects must be repaired/renovated and be made watertight in accordance with good construction practices.
4. Mechanically fasten minimum 1/2" thick DensDeck Prime using fasteners per engineering and permit requirements.
5. Refer to Roofing Application Standard RAS 117 for attachment.
6. Install 1 ply of HPR Torch Base Sheet directly to the coverboard (torch applied). Install 1 ply of StressPly IV Plus Mineral (torch applied).
7. Install all new Roxul cant strip around all curb and perimeter flashings.
8. 8" minimum flashing height. 24" maximum flashing height. Any curbs that do not currently meet the minimum flashing heights will need to be raised.
9. All flashings to be done with 1 ply of the specified base-sheet, and 1 ply of the specified cap-sheet.
10. Utilize termination bars – term bars to be 3-coursed with specified mastic and reinforcement scrim. Counter-flash utilizing Kynar Coated .040 Aluminum.
11. Replace all pitch pans with new pitch pockets – fabricate out of stainless steel #4. Fill bottom half of pitch pans with Gar-Rock and allow to cure. Fill the top half of pitch pans with Seal-Tite. Allow to cure. Fabricate umbrellas to cover the top of the pitch pan. All construction to be soldered.
12. Replace any lead plumbing stacks.
13. Replace all scupper drains utilizing new .040 aluminum per provided Garland detail.

14. Replace downspouts utilizing Garland .040 aluminum.
15. Replace all coping with shop fabricated .040 Kynar Coated Aluminum – standard color
16. Apply 2 coats of Garla-Brite at .5 gallons per square (return after 30 days).
17. Contractor to issue 5yr labor warranty.
18. Garland to issue 30yr warranty (+2 when procured through OMNIA).

Scope of Work: Roof C - Replacement

1. Remove existing roof section down to deck in a professional manner.
2. Inspect deck – repair/replace any damaged decking at pre-determined price per SqFt. Add 250 SqFt. of decking replacement into base bid.
3. Mechanically attach tapered Polyisocyanurate insulation (min. 1.5" thick & min. R-25 value) and DensDeck Prime (min.1/2" thick). All layers of insulation to be simultaneously attached per NOA/Roofing Application Standard RAS 117.
4. Install 1 ply of HPR Torch Base Sheet directly to the coverboard (torch applied).
5. Install 1 ply of StressPly IV Plus Mineral (torch applied).
6. Install all new Roxul cant strip around all curb and perimeter flashings.
7. 8" minimum flashing height. 24" maximum flashing height. Any curbs that do not currently meet the minimum flashing heights will need to be raised.
8. All flashings to be done with 1 ply of the specified base-sheet, and 1 ply of the specified cap-sheet.
9. Utilize termination bars – term bars to be 3-coursed with specified mastic and reinforcement scrim. Counter-flash utilizing Kynar Coated .040 Aluminum.
10. Replace all pitch pans with new pitch pockets – fabricate out of stainless steel #4. Fill bottom half of pitch pans with Gar-Rock and allow to cure. Fill the top half of pitch pans with Seal-Tite. Allow to cure. Fabricate umbrellas to cover the top of the pitch pan. All construction to be soldered.
11. Replace any lead plumbing stacks.
12. Replace all scupper drains utilizing new .040 aluminum per provided Garland detail.
13. Replace downspouts utilizing Garland .040 aluminum.
14. Replace all coping with shop fabricated .040 Kynar Coated Aluminum – standard color selection. See provided detail for parapet walls & coping cap.
15. Apply 2 coats of Garla-Brite at .5 gallons per square (return after 30 days).
16. Contractor to issue 5yr labor warranty.
17. Garland to issue 30yr warranty (+2 when procured through OMNIA)

Scope of Work: Roof D - Replacement

1. Remove existing roof section down to deck in a professional manner.
2. Inspect deck – repair/replace any damaged decking at pre-determined price per SqFt.
3. Adhere tapered H-Shield insulation minimum 1.5" thick (min. R-25 value) in Insul-Lock HR applied in ¾" – 1" wide beads spaced 6" o.c. Please refer to Roofing Application Standard RAS 117 for insulation attachment.
4. Adhere SECUROCK Gypsum-Fiber Roof Board (min. 1/4" thick) Insul-Lock HR applied in ¾" – 1" wide beads spaced 6" o.c. Please refer to Roofing Application Standard RAS 117 for insulation attachment.
5. Install 1 ply of HPR Torch Base Sheet directly to the coverboard (torch applied).
6. Install 1 ply of StressPly IV Plus UV Mineral (torch applied).
7. Install all new Roxul cant strip around all perimeter flashings.
8. 8" minimum flashing height. 24" maximum flashing height.
9. All flashings to be done with 1 ply of the specified base-sheet, and 1 ply of the specified cap-
10. Utilize termination bars – term bars to be 3-coursed with specified mastic and reinforcement scrim. Utilize surface- counter-flash utilizing Kynar Coated .040 Aluminum.

11. Replace any lead plumbing stacks.
12. Install Shop Fabricated fascia from .040 Kynar Coated Aluminum.
13. Apply 2 coats of Garla-Brite at .5 gallons per square (return after 30 days).
14. Contractor to issue 5yr labor warranty.
15. Garland to issue 30yr warranty (+2 when procured through OMNIA).

Abbreviated Scope of Work: Canopy Roof - Replacement

1. Reference Addendum 1– Wooden Deck- NOA No.: 22-0811.10 – pg. 14 – Hot Option only
2. Contractor to issue 5yr labor warranty.
3. Garland to issue 30yr warranty (+2 when procured through OMNIA)

Attachment C: Bid Form - Line Item Pricing Breakdown					
Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
Roof A & B - Recovery					
4.12	Insulation Recovery Board & Insulations Options: RECOVERY BOARD TYPE 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) Installed Over an Existing Roof Mechanically Fastened to Roof Deck - Concrete Deck	$ 2.67	10,695	SF	$ 28,555.65
12.03.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	$ 4.79	10,695	SF	$ 51,229.05
12.11.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	$ 8.61	10,695	SF	$ 92,083.95
20.02.01	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied FLASHING OPTION: BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	$ 23.63	2,711	SF	$ 64,060.93

5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	$ 2.70	13,406	SF	$ 36,196.20
Roof C - Replacement					
2.25	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Metal Deck	$ 3.31	1,654	SF	$ 5,474.74
6.15.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	$ 8.53	1,654	SF	$ 14,108.62
4.21	Insulation Recovery Board & Insulations Options: INSULATION SUBSTITUTION OPTION: Add for Providing an R-Value of 25 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	$ 0.77	1,654	SF	$ 1,273.58
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	$ 14.18	1,654	SF	$ 23,453.72
12.03.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	$ 4.79	1,654	SF	$ 7,922.66
12.11.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	$ 8.61	1,654	SF	$ 14,240.94

20.02.01	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied FLASHING OPTION: BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	$ 23.63	2,711	SF	$ 64,060.93
5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	$ 2.70	4,365	SF	$ 11,785.50
Roof D - Replacement					
2.28	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Concrete Deck	$ 3.31	692	SF	$ 2,290.52
6.15.01	Roof Deck and Insulation Option: CONCRETE ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION INSULATION OPTION: Adhere Polyisocyanurate in Insulation Adhesive / Adhere Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	$ 8.53	692	SF	$ 5,902.76
4.21	Insulation Recovery Board & Insulations Options: INSULATION SUBSTITUTION OPTION: Add for Providing an R-Value of 25 Instead of the Standard R-Value of 20 - All Applications Other Than Metal Roof Systems	$ 0.77	692	SF	$ 532.84
4.27	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/4" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value Including Tapered Crickets; Adhered with Insulation Adhesive	$ 14.18	692	SF	$ 9,812.56
12.03.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Torch Base Sheet Installed with Torch Application: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 210 lbf/in tensile	$ 4.79	692	SF	$ 3,314.68

12.11.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply of Mineral Surfaced, Torch-Applied Cap Sheet Installed with Torch Application: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum 300 lbf/in tensile Torch-Applied Membrane	$ 8.61	692	SF	$ 5,958.12
20.02.01	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied FLASHING OPTION: BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	$ 23.63	2,711	SF	$ 64,060.93
5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	$ 2.70	3,403	SF	$ 9,188.10
Canopy - Roof Replacement					
2.26	Tear-off & Dispose of Debris: SYSTEM TYPE Metal Roofing System - Wood / Tectum Deck	$ 3.31	1,000	SF	$ 3,310.00
6.15.02	Roof Deck and Insulation Option: CONCRETE ROOF DECK - TORCH APPLIED / SELF-ADHERING APPLICATION INSULATION OPTION: Without Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive In Compliance FM 1-90 Requirements	$ 2.55	1,000	SF	$ 2,550.00
10.01.02	BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT: ROOF CONFIGURATION 2 ply of Glass Felt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt : ROOFING MEMBRANE OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III Minimum of 220 lbf/in tensile	$ 7.62	1,000	SF	$ 7,620.00
5.10	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply an Aluminum Coating per Specifications (3/4 Gallon per Square per Coat - 2 Coats Required) - Smooth or Mineral Surfaced Modified	$ 2.70	1,000	SF	$ 2,700.00
	Sub Total Prior to Multipliers				**$ 531,686.98**

22.03	MULTIPLIER - MULTIPLE MATERIAL STAGINGS Multiplier is applied when labor production is effected by the time it takes to stage a roof multiple times. Situations include, but are not limited to staging materials to perform work on multiple roof levels, planned shutdowns and restarts, portion of the job is over sensitive work areas requiring staging from more than one point, etc.	25	531,686.98	%	$	132,921.75
	Total After Multipliers				**$**	**664,608.73**

Base Bid Total Maximum Price of Line Items under the MICPA: **$ 664,609**

Proposal Price Based Upon Market Experience **$ [redacted]**

Garland/DBS Price Based Upon Local Market Competition:

SpaceAge Roof Tech	$	[redacted]
Advanced Roofing, Inc.	$	502,350
CFS Roofing Services	$	539,748

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is excluded.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
216-302-3777

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: Monday, December 18, 2023

Subject: Resolution No. 2023-130

1. **Background/History**: Resolution No. 2023-130 approves the lease agreement with National Traffic Solution, Inc. for the non-exclusive use of the premises known as 205 W. Ventura Avenue.

2. **Financial Impact**: $1,200.00 per month

3. **Attachments:**
   a. Resolution No. 2023-130
   b. Lease Agreement

4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2023-130.

RESOLUTION NO. 2023-130

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF CLEWISTON AND NATIONAL TRAFFIC SOLUTION, INC. FOR THE NON-EXCLUSIVE USE OF THE PREMISES KNOWN AS 205 WEST VENTURA AVENUE.

WHEREAS, the City of Clewiston and National Traffic Solution, Inc. desire to enter into a lease agreement for the non-exclusive use of the premises known as 205 West Ventura Avenue.

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

SECTION 1. The attached Lease Agreement is hereby approved.

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

PASSED and ADOPTED by the City Commission of the City of Clewiston this 18th day of December, 2023.

ATTEST:

CITY OF CLEWISTON, FLORIDA

_____

Mary K. Combass, City Clerk

_____

James Pittman, Mayor

(MUNICIPAL SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Dylan J. Brandenburg, City Attorney

LEASE

This Lease ("**Lease**"), made effective as of September 1, 2023 ("**Effective Date**"), is made by and between

CITY OF CLEWISTON, a Florida municipality organized and existing under the laws of the State of Florida, whose address is 115 W. Ventura Avenue, Clewiston, Florida 33440 ("Landlord"), and

NATIONAL TRAFFIC SOLUTION, INC., a Florida corporation, whose address is 20305 SW 198 Avenue, Miami, FL 33187 ("Tenant").

Landlord and Tenant are also sometimes referred to herein, collectively, as the "Parties," or individually as a "Party."

1. **Demise.**

1.1 **Demise.** In consideration of the payment of the Rent (as defined below) reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the non-exclusive use of the premises known as 205 W Ventura Avenue, Clewiston, Florida 33440 (the "Premises").

1.2 **Quiet Enjoyment.** Upon payment by Tenant of all Rent (as defined below) and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (as defined below), except that Tenant acknowledges and agrees that the lease of the Premises is non-exclusive albeit limited to not more than two separate Tenants.

2. Term.

2.1 **Commencement Date.** The commencement date ("Commencement Date") shall be on September 1, 2023. Rent shall commence on the Commencement Date.

2.2 **Lease Term.** The initial lease term ("Initial Lease Term") shall be the period that commences on the Commencement Date and that ends on February 29, 2024.

2.3 **Lease renewal.** Assuming the rent is current and the Lease is not otherwise in default, following the Initial Lease Term, this Agreement shall auto-renew by consecutive one month periods (each period called a "Renewal Lease Term"), unless Tenant provides the Landlord with written notice of non-renewal at least ten (10) days prior to the expiration of the then current term. All of the terms and conditions of this Lease shall continue in full force and effect during each of the Renewal Lease Terms.

3. **Rent.**

3.1 **Fixed Rent.** Beginning on the Commencement Date and continuing thereafter for each Lease Year during the Term, Tenant shall pay to Landlord, as Base Rent, the monthly sum of $1,200.00 ("Base Rent"). The Base Rent shall be payable in equal and consecutive monthly installments, in advance, on the first (1st) day of each calendar month. If the Commencement Date occurs on a date other than the first day of the month, the first installment of Base Rent shall be a prorated amount based upon the number of days in such month. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant.

3.2 **Tenant Utilities.** Landlord shall be responsible for the payment for all water, gas, electricity, heat, light and power services supplied to the Premises provided that usage by Tenant is not excessive. Tenant

shall directly contract for the provision of, and shall pay (before delinquency) for, all internet, telephone, and telecommunications services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers and the appropriate governmental authorities to provide such services to the Premises.

3.3 **Late Fees.** Tenant covenants and agrees to pay to Landlord a late payment fee for any installment of Fixed Rent, Percentage Rent, or Additional Rent that Tenant fails to pay when due in an amount equal to Seventy-Five Dollars ($75.00) in order to compensate Landlord for its administrative expenses and not as a penalty; provided that no such late payment shall be due if payment of such installment of Fixed Rent is made by Tenant within Five (5) days after such payment is due. In addition, all Rent and other payments due hereunder, upon becoming due under this Lease and remaining unpaid when due, shall bear interest until paid at the rate of Eighteen percent (18%) *per annum* or the maximum rate permitted under the laws of the State of Florida, whichever is lower. The Parties agree that no interest charged under this Lease shall be calculated at a rate that is higher than the maximum rate permitted under Florida law.

3.4 **Sales Tax.** Tenant shall pay when due any and all sales or use taxes levied, imposed, or assessed by the State of Florida, any political subdivision thereof, or any other taxing authority upon the Base Rent.

4. Condition of the Premises.

4.1 **No Representations**. Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation, and air-conditioning ("HVAC") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state, and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau and any covenants, restrictions, or other matters of record relating to the Tenant, the Premises, or the use thereof (collectively, "Laws"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 **Tenant's Work**. Tenant shall accept the Premises in Deliverable Condition. All finish work including installation of trade fixtures and furnishings, required to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "Tenant's Work." All of Tenant's Work shall be completed by Tenant at its expense. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, Alterations (as defined below), signs, colors, materials, and lighting for the Premises), deposit with Landlord certificates of insurance as required by this Lease, and comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within Five (5) days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises. Except for

Tenant's Work, Tenant shall not make any alterations, additions or improvements to the Premises (hereinafter referred to as, "**Alterations**") without the prior written consent of Landlord.

4.3 **Tenant's signs.** Subject to Landlord's approval, Tenant may install a sign which shall indicate Tenant's Trade Name on the Premises. All signs must comply with all Laws, including, but not limited to, any applicable city and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

5. Use.

5.1 **Permitted Use.** Tenant shall operate its business within the Premises for the operation of base for administrative operations in conjunction with a sidewalk project within the City of Clewiston.

5.2 **Prohibited uses.**

(a) Tenant shall not use or permit the use of the Premises in a manner:

(i) That is unlawful [(including, without limitation, any manner that is lawful under Florida law but unlawful under federal law)];

(ii) That creates damage, waste, or a nuisance; or

(iii) That overloads the floors or impairs the structural soundness of the Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction on the Premises without Landlord's prior written consent. Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

5.3 **Tenant Operation.** Tenant will operate its business in the Premises in a first-class and reputable manner. Tenant shall keep the Premises neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

6. Repairs and Maintenance.

6.1 **Landlord's Obligations.** Subject to the remainder of this Section 6 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair, and keep in at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior, windows, window frames, and doors) of any building on the Premises, driveways, parking lots, and sidewalks located in or on the Premises. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of

Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

6.2 **Tenant's Obligations.** Subject to provisions in this Lease relating to damage, destruction, or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, fire protection system, fixtures, interior walls, the interior finish surface of exterior walls, ceilings, floors, windows, doors, and signs installed and/or operated by the Tenant. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises and landscaping in the same condition as on the Commencement Date.

6.3 **HVAC.** Tenant shall, at Tenant's sole cost and expense, maintain the HVAC system.

6.4 **Locks**. Landlord is not and shall not be responsible for any lock changes on the premises, and Tenant must receive approval from Landlord for changes to be made.

6.5 **Landlord Remedy.** In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 6, Landlord may enter on the Premises after Ten (10) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition and repair, at Tenant's expense.

7. **Security Deposit.** No Security Deposit shall be required.

8. **Laws.**

8.1 **Tenant's Compliance.** Tenant shall, at Tenant's expense, comply with all Laws (as that term is defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's Work, if any; (c) Tenant's property; or (d) the Premises. If, however, compliance requires structural work to the Premises, Tenant shall be required to effect such compliance, at Tenant's expense, only if the obligation to comply arises from Tenant's Work, Tenant's property, Tenant's manner of using the Premises, or any acts or negligence of Tenant, its employees, contractors, agents, or invitees.

8.2 **Tenant's Permits**. Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such governmental authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

9. **Hazardous Substances.**

9.1 **Tenant.** Tenant shall not, and shall not permit any of its employees, contractors, agents, or invitees, to introduce into the Premises, use in the Premises, or cause to be released from the Premises, any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and office products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or office products into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations

hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "Hazardous Substances" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

9.2 **Disposal**. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

9.3 **Indemnity**. Tenant shall indemnify, defend, and hold harmless Landlord, its managing agent, its Superior Landlord (as defined below), if any, its Mortgagee (as defined below), if any, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against any and all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

10. Insurance.

10.1 **Tenant's Insurance.** Tenant shall, at Tenant's expense, maintain at all times during the Term and at all times when Tenant is in possession of the Premises the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least One million Dollars ($1,000,000.00) naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time, but not more frequently than once every two (2) years, to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease;

(b) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises; and

(c) Such other insurance as Landlord may reasonably require.

10.2 **Certificates.** Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date, and at least Thirty (30) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and non-contributory (as shown on endorsement), issued by companies satisfactory to Landlord and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least Thirty (30) days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

10.3 **Premium Increases.** Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies, or increase the rates of insurance applicable to the Premises. If, as the result of a Default, Tenant's occupancy of the Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Premises increase,

Tenant shall reimburse Landlord for one hundred (100%) percent of such increase in premium(s), within Ten (10) days after Tenant is billed therefor.

10.4 **Release.** Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party.

11. **Casualty.**

11.1 **Damage to Premises.** If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "Repair Period"), and the election, if any, which Landlord has made according to this Section. Such notice will be given before the Thirtieth (30th) day after such casualty, and the date of such notice shall be referred to herein as the "Notice Date." If there is damage to the Premises as described in this Section, and if the Lease is not terminated as provided in this Section, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

11.2 **Minor Casualty.** If the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed Sixty (60) days, Landlord will diligently pursue the repair of damage to the Premises (excluding Alterations). In that event, this Lease shall continue in full force and effect, except that Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period.

11.3 **Major Casualty; End of Term.** If (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds Sixty (60) days, or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than Two (2) months (and Tenant fails to exercise, within Ten (10) days following the Notice Date, any remaining option to extend the Term), then Landlord may, at Landlord's option, diligently pursue the repair of damage to the Premises (excluding Alterations). If Landlord elects to repair such damage during the Repair Period, Fixed Rent will be abated on a pro rata basis during the Repair Period, based on the portion of the Premises the use of which Tenant is deprived during the Repair Period. If Landlord elects not to repair such damage during the Repair Period, this Lease shall terminate effective on the date of termination set forth in the notice, and Fixed Rent shall be abated on a pro rata basis based on the portion of the Premises the use of which Tenant is deprived during the period from the date of the casualty to the date of termination of the Lease.

11.4 **Limitation.** Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct or negligence or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Base Rent as otherwise provided for in this Section. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

11.5 **Tenant's Repair.** If Landlord is obligated or elects to repair any damage to the Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases and Tenant's Alterations. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

12. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord determines, in its discretion, that the taking renders operation of the Premises uneconomical. If more than Fifty percent (50%) of any portion of the Premises is taken by Condemnation, Tenant may, at Tenant's option, to be exercised in writing within Fifteen (15) days after the condemning Authority shall have taken possession, terminate this Lease as of the date the condemning Authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Fixed Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All Alterations made to the Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

13. **Assignment and Subletting.** Tenant shall not assign, mortgage, or otherwise transfer or encumber (collectively, "**Assign**") all or any part of Tenant's interest in this Lease or in the Premises or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person.

14. **Default.**

14.1 **Events of Default.** Each of the following (a "Default") is a material default by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent and the failure continues for Three (3) days following Landlord's notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent two (2) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

(b) Tenant fails to comply with any other term of this Lease and the failure continues for three (3) days following Landlord's notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that three-day (3-day) period, Tenant shall have an additional period not to exceed Ten (10) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that Ten-day (10-day) period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress.

(c) A third party institutes against Tenant or Guarantor, if any, any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within Twenty (20) days, or Tenant or Guarantor, if any, institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or Guarantor, if any, or for all or a substantial portion of its assets, or Tenant or Guarantor, if any, commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

(d) Tenant vacates or abandons the Premises before the expiration of termination date.

14.2 **Landlord Action.** If a Default occurs, Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to

cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on, or written notice to, Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within Ten (10) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest, from the date of payment of any such advances, costs, and expenses by Landlord.

14.3 **Termination.** If a Default occurs, the Landlord may, at any time during the continuance of the Default, terminate this Lease by giving written notice to Tenant that this Lease is terminated and Tenant shall immediately quit and surrender the Premises to Landlord but Tenant shall remain liable as provided in this Lease.

15. **Landlord's Remedies.**

15.1 **Re-entry and Removal of Tenant.** If this Lease is terminated pursuant to Section 14.3, Landlord's agents or employees may immediately or at any time thereafter re-enter the Premises and remove Tenant, its agents, employees, licensees, and any subtenants and other persons, firms, or corporations, and all or any of its or their property from the Premises, either by summary dispossess proceedings or by any suitable action or proceedings at law or in equity or otherwise, without being liable to indictment or prosecution of damages therefor, and repossess and enjoy the Premises, together with all alterations, additions, and improvements to the Premises.

15.2 **Tenant's Liability.** In case of any termination, re-entry, or dispossession by summary proceedings or otherwise, the rents and all other charges required to be paid up to the time of such termination, re-entry, or dispossession, shall be paid by Tenant, and Tenant also shall pay to Landlord all expenses which Landlord may then or thereafter incur for legal expenses, reasonable attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord as the result of such termination, re-entry, or dispossession, for restoring the Premises to good order and condition and for altering and otherwise preparing the Premises for reletting. Landlord may (but shall have no obligation), at any time and from time to time, relet the Premises, in whole or in part, for any rental then obtainable either in its own name or as agent of Tenant, for a term that, at Landlord's option, may be for the remainder of the then current term of this Lease or for any longer or shorter period.

15.3 **Damages.** Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all of Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to accelerate and declare the entire remaining unpaid Rent for the balance of the Term to be immediately due and payable. The Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term.

15.4 **Jurisdiction and Venue.** All legal actions relating to this Lease shall be adjudicated in the courts of the State of Florida having jurisdiction in the county in which the Premises is located. Tenant irrevocably consents to the personal and subject matter jurisdiction of those courts in any legal action relating to this Lease or any guaranty of Tenant's obligations under this Lease, and Tenant shall not assert, by way of motion, as a defense or otherwise, any objection to any such court being the venue of such legal action or claim that such venue is an inconvenient forum for Tenant or any principal of Tenant.

15.5 **Attorneys' Fees.** If Landlord brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially

obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

16. **Access.** Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than Two (2) business days' prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Landlord shall not place a "For Sale" or "For Lease" sign on the Premises, if Tenant is conducting business in the Premises and is not in Default under the Lease, except that Landlord may at any time display "For Sale" or "For Lease" signs in the common areas of the Property.

17. **Brokers.** Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (the "Broker") in connection with this Lease that is entitled to any commission or finder's fee in connection herewith.

18. **End of Term.**

18.1 **Surrender of Premises.** Upon the expiration or sooner termination of this Lease, Tenant shall deliver and surrender to Landlord possession of the Premises and Tenant shall restore the Premises to its original condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

18.2 **Failure to Vacate.** If the Premises are not vacated and surrendered in accordance with this Lease (whether by Tenant or any occupant related to Tenant), on the date required by this Lease, Tenant shall indemnify and hold harmless Landlord against all losses, costs, liabilities, claims, damages, and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and disbursements whether in an action by or against Tenant or a third party, and including claims and liabilities of Landlord made by any succeeding tenant(s) or other third party. In addition, Tenant shall be liable to Landlord for *per diem* use and occupancy in respect of the Premises at a rate equal to One Hundred Fifty percent (150%) of the Fixed Rent, Percentage Rent and Additional Rent payable under this Lease for the last year of the Term (which Landlord and Tenant agree is a fair and reasonable sum under such circumstances and is not a penalty). In no event, however, shall this Section be construed as permitting Tenant (or any other occupants) to remain in possession of the Premises after the Lease has been terminated.

19. **Notices.** All notices required or permitted by this Lease shall be in writing, may be delivered by registered mail/certified mail, return receipt requested/overnight delivery, or electronically (as specified herein), and shall be deemed sufficiently given if served in a manner specified in this Section.

19.1 **Addresses.**

Notices to Landlord shall be sent to:

CITY OF CLEWISTON
115 W. Ventura Avenue
Clewiston, FL 33440

Notices to Tenant shall be sent to: National Traffic Solution, Inc.
20305 SW 198 Avenue
Miami, FL 33187

19.2 **Change of Address.** Either Party may by written notice to the other specify a different address for notice. A copy of all notices to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate in writing.

19.3 **Date Given.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or a nationally-recognized overnight courier (including FedEx, DHL, UPS, and Airborne) that guarantee next-day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or such courier. Notices transmitted by electronic mail shall be deemed delivered upon electronic confirmation of receipt, provided a copy is also delivered via overnight delivery by a nationally-recognized overnight courier service. If notice is received on a nonbusiness day, it shall be deemed received on the next business day.

20. **Waiver.** No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith. Any qualifying statements and/or conditions made by Tenant shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

21. **Tenant Indemnity.** Tenant shall indemnify, protect, defend, and hold harmless the Landlord and its members, managers, employees, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant's business on the Premises; (c) any act, omission, fault, or neglect on or about the Premises by Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified. This Section shall survive the expiration or sooner termination of this Lease.

22. **Waiver of Liability.** Except as expressly provided to the contrary in this Lease, Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents, or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) injury done or occasioned by wind, water, or other act of God; (c) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, water pipes, or walks; (d) broken glass; (e) the backing-up of any sewer pipe or

downspout; (f) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Premises; (g) water or ice being upon, or coming through the roof, doors, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (h) the falling of any fixtures, plaster, or stucco; (i) fire or other casualty. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises caused by Tenant, or any of its employees, agents or contractors.

23. Miscellaneous.

23.1 **No Oral Modifications.** This Lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

23.2 **Captions.** The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term.

23.3 **Severability.** If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

23.4 **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

23.5 Jury Trial Waiver. LANDLORD AND TENANT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY LITIGATION OR PROCEEDINGS BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY ARISING OUT OF OR RELATING IN ANY MANNER WITH THE PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS LEASE OR ANY CLAIMS OR DEFENSES ASSERTING THAT THIS LEASE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LANDLORD TO ENTER INTO AND ACCEPT THIS LEASE.

23.6 **Tenant Construction Liens.** NOTICE IS HEREBY GIVEN THAT LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES, OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT OR TO ANYONE HOLDING THE PREMISES OR ANY PART THEREOF, AND THAT NO CONSTRUCTION OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES. Nothing in this lease shall be construed as constituting the consent of Landlord to or for the performance by any contractor, subcontractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair, or demolition of or to the Premises or any part thereof. Tenant shall pay or cause to be paid all costs of labor, services, and materials supplied in the prosecution of any work done in the Premises by Tenant, and Tenant shall keep the Premises free and clear of all mechanics' liens and other liens arising out of any work done by Tenant or persons claiming under Tenant. All contractors, subcontractors, laborers, materialmen, vendors and any other party now or hereafter furnishing any labor, services, or materials to Tenant with respect to any portion of the

Premises are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same. Neither Tenant nor any subtenant shall have any power to do any act or make any contract which may create a lien upon the interest of Landlord in and to the Premises. Tenant shall deliver written notice of the provisions of this Section to all contractors performing work in the Premises. In addition, if requested by Landlord, Tenant shall execute a memorandum of this Lease, in recordable form, confirming that the terms of this Lease expressly provide that the interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant and confirming any other information as may be required by Chapter 713, Florida Statutes, to prevent the interest of Landlord in the Premises from being subject to liens for improvements made by the Tenant. The memorandum of lease shall be in a form acceptable to Landlord and shall be executed and delivered by Tenant to Landlord within 10 days after Landlord's request therefor.

23.7 Multiple Counterparts. This Lease may be executed in multiple counterparts each of which when executed and delivered will thereby be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease this _____ day of _____, 2023.

Landlord:

CITY OF CLEWISTON, a municipality organized and existing under the laws of the State of Florida

By:_____
Printed Name:_____

Title:_____

(Municipal Seal)

Approved as to form and legal sufficiency:

_____

Printed Name:_____

Title:_____

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ in his/her capacity as _____ of the **CITY OF CLEWISTON**, a municipality organized and existing under the laws of the State of Florida, who was personally present and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public
Print Name:_____

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease this _____ day of _____, 2023.

Tenant:

NATIONAL TRAFFIC SOLUTION, INC.

By:_____
Frank Y. Rivera, Vice President

STATE OF FLORIDA
COUNTY OF HENDRY

The foregoing instrument was acknowledged before me this ____ day of _____, 20_____, by Frank Y. Rivera in his capacity as Vice President of **NATIONAL TRAFFIC SOLUTION, INC.**, on behalf of the corporation, who was personally present and is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public
Print Name:_____

CITY OF CLEWISTON
COMMISSION MEETING
AS OF DECEMBER 18, 2023

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
1	1.27.20	ACTION	City Manager/City Clerk will provide an updated Action/Agenda or Completed Item Update at each meeting.	X			
2	1.27.20	ACTION	Driveway Apron Ordinance Amendment – First Reading			X	Not adopted
3	1.27.20	ACTION	Storm Shutters Ordinance Review		Workshop December 2022	X	Ordinance approved 2/20/2023
4	1.27.20	ACTION	City Goals and Strategies Ongoing Discussion	X			
5	2.17.20	ACTION	US 27 Corridor Ordinance Review		Workshops June, July & August 2022	X	Ordinance approved 10/17/2022
6	2.17.20	ACTION	First Responder Interlocal Agreement (Fire)			X	Approved 2/15/2021
7	4.20.20	ACTION	Review water and sewer rates for "Out of City" and "Out of County" customers including bulk customers	X	Workshop TBD 2023		(following legislative session)
8	7.20.20	ACTION	Redevelopment Plan – alley abandonment and easement issues – list of identification	X	Workshop May 2023		
9	7.20.20	ACTION	U.S. Highway 27 Corridor FDOT Vision Plan			X	Approved March 2021

CITY OF CLEWISTON
COMMISSION MEETING
AS OF DECEMBER 18, 2023

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
10	7.20.20	**AGENDA**	Outstanding Liens (particularly for non-homestead properties)		March 28, 2022	X	Monitoring and reporting will continue
11	7.20.20	**AGENDA**	Review Berner Road and Other Stop Sign Locations			X	
12	7.20.20	**ACTION**	Discussion Regarding Old Police Dept. Building – evaluate options		Workshop March 28, 2022		Evaluation/ recommendation on options
13	9.21.20	**ACTION**	Ordinance modifying discharge monitoring and requirements re stormwater pollutants			X	Final reading approved 11/16/2020
14	10.19.20	**ACTION**	Resolution amending Appendix A – Tax and Fee Schedule, Sec 19 – Monthly Garbage Rates			X	Approved 11/16/2020
15	10.19.20	**AGENDA**	Repository for engineering information and other documentation – centralized database process			X	Completed 2022
16	11.16.20	**AGENDA**	Administrative Review of extra solid waste pickup process & fees			X	Implemented changes 2022
17	11.16.20	**AGENDA**	Analysis of City Buildings/Uses	X	Workshop TBD 2023		2022 review completed
18	12.21.20	**AGENDA**	Update Personnel Policy Manual (including vehicle take home and non-employee passengers) and Social Media Policy (DRAFT)	X	Workshop May & June 2023		Draft Review Continues

CITY OF CLEWISTON
COMMISSION MEETING
AS OF DECEMBER 18, 2023

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
19	12.21.20	**AGENDA**	Recreation Facility Naming	X	Workshop March 28, 2022		Policy Direction
20	02.15.20	**AGENDA**	Workshop to discuss Police Department, Animal Control, Budget, PSAP Interlocal Agreement & Reporting		May 3, 2021 & March 21, 2022	X X	PSAP ILA adopted
21	08.16.21	**AGENDA**	Discussion regarding COVID-19 implications of indoor rentals		September 20, 2021	X	
22	10.18.21	**AGENDA**	Review on storage building adjacent to Fire station and EMS	X			Admin review underway
23	10.18.21 11.29.21	**AGENDA**	Country Club Lease Agreement Discussion (job costing for building and other leased buildings) Rent vs. Expense Report		Workshop March 28, 2022		Discussed at 11/29/21 & 3/28/22 Workshops
24	10.18.21	**AGENDA**	Discussion of City Administrative Organizational Changes		November 29, 2021 Workshop	X	Approved 12/20/21
25	2.21.22	**AGENDA**	Replace cast iron water lines	X	Workshop May 2023		Element of Master Plan
26	2.21.22	**AGENDA**	City Manager fill Recreation Director Position			X	
27	4.18.22	**AGENDA**	Documents to create a Parks & Recreation Advisory Board		June 23, 2022 Meeting	X	Adopted – Appointments June 2023

CITY OF CLEWISTON
COMMISSION MEETING
AS OF DECEMBER 18, 2023

#	MEETING DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	DUE	COMPLETED	NOTES
28	6.23.22	AGENDA	Schedule Workshops for Comp Plan Review		TBD		

City of Clewiston, FL

Budget Report
Group Summary
For Fiscal: 2023 - 2024 Period Ending: 11/30/2023

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Category: 30 - Property taxes						
	2,223,942.00	2,223,942.00	98,696.04	98,696.04	-2,125,245.96	4.44 %
Category: 30 - Property taxes Total:	**2,223,942.00**	**2,223,942.00**	**98,696.04**	**98,696.04**	**-2,125,245.96**	**4.44 %**
Category: 31 - Other taxes						
	2,277,422.00	2,277,422.00	167,365.25	222,328.42	-2,055,093.58	9.76 %
Category: 31 - Other taxes Total:	**2,277,422.00**	**2,277,422.00**	**167,365.25**	**222,328.42**	**-2,055,093.58**	**9.76 %**
Category: 32 - Licenses and Permits						
	478,429.00	478,429.00	1,667.85	11,881.75	-466,547.25	2.48 %
Category: 32 - Licenses and Permits Total:	**478,429.00**	**478,429.00**	**1,667.85**	**11,881.75**	**-466,547.25**	**2.48 %**
Category: 33 - Intergovernmental Revenue						
	2,732,996.00	2,732,996.00	73,353.86	104,755.85	-2,628,240.15	3.83 %
Category: 33 - Intergovernmental Revenue Total:	**2,732,996.00**	**2,732,996.00**	**73,353.86**	**104,755.85**	**-2,628,240.15**	**3.83 %**
Category: 34 - Charges for Services						
	1,557,381.00	1,557,381.00	100,291.84	252,929.88	-1,304,451.12	16.24 %
Category: 34 - Charges for Services Total:	**1,557,381.00**	**1,557,381.00**	**100,291.84**	**252,929.88**	**-1,304,451.12**	**16.24 %**
Category: 35 - Fines and Forfeitures						
	21,900.00	21,900.00	76.40	190.00	-21,710.00	0.87 %
Category: 35 - Fines and Forfeitures Total:	**21,900.00**	**21,900.00**	**76.40**	**190.00**	**-21,710.00**	**0.87 %**
Category: 36 - Misc. Revenue						
	439,138.00	439,138.00	4,052.62	220,230.72	-218,907.28	50.15 %
Category: 36 - Misc. Revenue Total:	**439,138.00**	**439,138.00**	**4,052.62**	**220,230.72**	**-218,907.28**	**50.15 %**
Category: 38 - Non-operating Sources (Uses)						
	1,219,740.00	1,219,740.00	0.00	0.00	-1,219,740.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	**1,219,740.00**	**1,219,740.00**	**0.00**	**0.00**	**-1,219,740.00**	**0.00 %**
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,618,392.00	1,618,392.00	134,866.00	269,732.00	-1,348,660.00	16.67 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Tota..	**1,618,392.00**	**1,618,392.00**	**134,866.00**	**269,732.00**	**-1,348,660.00**	**16.67 %**
Category: 40 - CASH FORWARD						
	3,933,994.00	3,933,994.00	0.00	0.00	-3,933,994.00	0.00 %
Category: 40 - CASH FORWARD Total:	**3,933,994.00**	**3,933,994.00**	**0.00**	**0.00**	**-3,933,994.00**	**0.00 %**
Revenue Total:	**16,503,334.00**	**16,503,334.00**	**580,369.86**	**1,180,744.66**	**-15,322,589.34**	**7.15 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 10 - General government						
1011 - City Commission	316,004.00	316,004.00	10,530.77	25,701.97	290,302.03	8.13 %
1012 - City Manager	357,607.00	357,607.00	41,401.67	67,659.21	289,947.79	18.92 %
1020 - General Government	3,753,550.00	3,753,550.00	22,154.77	72,664.72	3,680,885.28	1.94 %
1031 - Finance Department	423,299.00	423,299.00	37,305.79	61,389.47	361,909.53	14.50 %
7070 - Public Works Administration	368,643.00	368,643.00	32,849.65	57,388.19	311,254.81	15.57 %
7071 - Central Garage	185,808.00	185,808.00	9,042.13	18,063.81	167,744.19	9.72 %
7077 - Stormwater Projects	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00 %
Category: 10 - General government Total:	**5,439,911.00**	**5,439,911.00**	**153,284.78**	**302,867.37**	**5,137,043.63**	**5.57 %**
Category: 52 - Public safety						
1075 - Protective Services	303,641.00	303,641.00	30,821.58	42,821.65	260,819.35	14.10 %
1079 - Community Improvement	157,087.00	157,087.00	5,298.29	7,102.45	149,984.55	4.52 %
4040 - Police Department	2,638,923.00	2,638,923.00	271,975.48	454,095.93	2,184,827.07	17.21 %
4050 - Mobile Computing Initiative	0.00	0.00	35.80	35.80	-35.80	0.00 %
4057 - JAG 2017-DJ-BX-0575	0.00	0.00	6.36	6.36	-6.36	0.00 %
5050 - Fire Department	947,533.00	947,533.00	69,253.25	108,652.17	838,880.83	11.47 %
Category: 52 - Public safety Total:	**4,047,184.00**	**4,047,184.00**	**377,390.76**	**612,714.36**	**3,434,469.64**	**15.14 %**
Category: 54 - Transportation						
7073 - Streets & Sidewalks	1,262,788.00	1,262,788.00	62,971.94	98,180.01	1,164,607.99	7.77 %
7074 - FDOT Projects	0.00	0.00	424,304.85	511,302.44	-511,302.44	0.00 %
7078 - Street Lighting	96,300.00	96,300.00	271.60	2,990.95	93,309.05	3.11 %
Category: 54 - Transportation Total:	**1,359,088.00**	**1,359,088.00**	**487,548.39**	**612,473.40**	**746,614.60**	**45.07 %**
Category: 55 - Physical Environment						
7076 - Mosquito Control	389,546.00	389,546.00	18,570.40	44,830.17	344,715.83	11.51 %
Category: 55 - Physical Environment Total:	**389,546.00**	**389,546.00**	**18,570.40**	**44,830.17**	**344,715.83**	**11.51 %**
Category: 56 - Economic Environment						
4074 - Animal Control	27,500.00	27,500.00	0.00	0.00	27,500.00	0.00 %
5050 - Fire Department	78,875.00	78,875.00	0.00	0.00	78,875.00	0.00 %
Category: 56 - Economic Environment Total:	**106,375.00**	**106,375.00**	**0.00**	**0.00**	**106,375.00**	**0.00 %**
Category: 57 - Culture and recreation						
6060 - Library	878,910.00	878,910.00	35,560.38	57,807.70	821,102.30	6.58 %
8080 - Rec. - Admin. & Parks	447,578.00	447,578.00	49,613.75	93,185.24	354,392.76	20.82 %
8081 - Rec. - Buildings & Structures	281,534.00	281,534.00	22,764.20	30,445.24	251,088.76	10.81 %
8082 - Sugarland Sports Complex	334,361.00	334,361.00	19,435.15	38,604.92	295,756.08	11.55 %
8083 - C. S. Mott Pool & Splash Pad	114,586.00	114,586.00	55,659.17	57,427.46	57,158.54	50.12 %
8084 - John Boy Auditorium	146,792.00	146,792.00	7,195.93	11,716.50	135,075.50	7.98 %
8086 - Rec. - Golf Course	2,426,231.00	2,426,231.00	100,334.60	371,997.47	2,054,233.53	15.33 %
Category: 57 - Culture and recreation Total:	**4,629,992.00**	**4,629,992.00**	**290,563.18**	**661,184.53**	**3,968,807.47**	**14.28 %**
Category: 58 - Human Services						
4074 - Animal Control	401,032.00	401,032.00	32,289.47	61,319.51	339,712.49	15.29 %
Category: 58 - Human Services Total:	**401,032.00**	**401,032.00**	**32,289.47**	**61,319.51**	**339,712.49**	**15.29 %**
Category: 88 - Principal Retirement						
1011 - City Commission	3,141.00	3,141.00	253.61	507.22	2,633.78	16.15 %
1012 - City Manager	6,282.00	6,282.00	507.21	1,014.42	5,267.58	16.15 %
7073 - Streets & Sidewalks	2,513.00	2,513.00	202.89	405.78	2,107.22	16.15 %
8086 - Rec. - Golf Course	105,358.00	105,358.00	4,108.36	8,216.72	97,141.28	7.80 %
Category: 88 - Principal Retirement Total:	**117,294.00**	**117,294.00**	**5,072.07**	**10,144.14**	**107,149.86**	**8.65 %**
Category: 89 - Interest						
1011 - City Commission	57.00	57.00	12.84	25.68	31.32	45.05 %
1012 - City Manager	114.00	114.00	25.71	51.42	62.58	45.11 %
7073 - Streets & Sidewalks	46.00	46.00	10.28	20.56	25.44	44.70 %

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
8086 - Rec. - Golf Course	12,695.00	12,695.00	208.28	416.56	12,278.44	3.28 %
Category: 89 - Interest Total:	**12,912.00**	**12,912.00**	**257.11**	**514.22**	**12,397.78**	**3.98 %**
Expense Total:	**16,503,334.00**	**16,503,334.00**	**1,364,976.16**	**2,306,047.70**	**14,197,286.30**	**13.97 %**
Fund: 001 - GENERAL FUND Surplus (Deficit):	**0.00**	**0.00**	**-784,606.30**	**-1,125,303.04**	**-1,125,303.04**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 101 - CLEW REDEV AGENCY						
Revenue						
Category: 33 - Intergovernmental Revenue						
	438,799.00	438,799.00	0.00	0.00	-438,799.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	**438,799.00**	**438,799.00**	**0.00**	**0.00**	**-438,799.00**	**0.00 %**
Category: 36 - Misc. Revenue						
	500.00	500.00	0.00	2.04	-497.96	0.41 %
Category: 36 - Misc. Revenue Total:	**500.00**	**500.00**	**0.00**	**2.04**	**-497.96**	**0.41 %**
Category: 38 - Non-operating Sources (Uses)						
	450,595.00	450,595.00	0.00	0.00	-450,595.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	**450,595.00**	**450,595.00**	**0.00**	**0.00**	**-450,595.00**	**0.00 %**
Revenue Total:	**889,894.00**	**889,894.00**	**0.00**	**2.04**	**-889,891.96**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	889,894.00	889,894.00	0.00	0.00	889,894.00	0.00 %
Category: 56 - Economic Environment Total:	**889,894.00**	**889,894.00**	**0.00**	**0.00**	**889,894.00**	**0.00 %**
Expense Total:	**889,894.00**	**889,894.00**	**0.00**	**0.00**	**889,894.00**	**0.00 %**
Fund: 101 - CLEW REDEV AGENCY Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**2.04**	**2.04**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 102 - CLEW REDEV AGENCY EXP						
Revenue						
Category: 33 - Intergovernmental Revenue						
	107,337.00	107,337.00	0.00	0.00	-107,337.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	**107,337.00**	**107,337.00**	**0.00**	**0.00**	**-107,337.00**	**0.00 %**
Category: 36 - Misc. Revenue						
	500.00	500.00	0.00	480.62	-19.38	96.12 %
Category: 36 - Misc. Revenue Total:	**500.00**	**500.00**	**0.00**	**480.62**	**-19.38**	**96.12 %**
Category: 38 - Non-operating Sources (Uses)						
	259,518.00	259,518.00	0.00	0.00	-259,518.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	**259,518.00**	**259,518.00**	**0.00**	**0.00**	**-259,518.00**	**0.00 %**
Revenue Total:	**367,355.00**	**367,355.00**	**0.00**	**480.62**	**-366,874.38**	**0.13 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 56 - Economic Environment						
1010 - Community Redevelopment	367,355.00	367,355.00	0.00	0.00	367,355.00	0.00 %
Category: 56 - Economic Environment Total:	**367,355.00**	**367,355.00**	**0.00**	**0.00**	**367,355.00**	**0.00 %**
Expense Total:	**367,355.00**	**367,355.00**	**0.00**	**0.00**	**367,355.00**	**0.00 %**
Fund: 102 - CLEW REDEV AGENCY EXP Surplus (Deficit):	**0.00**	**0.00**	**0.00**	**480.62**	**480.62**	**0.00 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - GRANTS						
Revenue						
Category: 33 - Intergovernmental Revenue						
	289,038.00	289,038.00	0.00	0.00	-289,038.00	0.00 %
Category: 33 - Intergovernmental Revenue Total:	**289,038.00**	**289,038.00**	**0.00**	**0.00**	**-289,038.00**	**0.00 %**
Category: 36 - Misc. Revenue						
	300.00	300.00	0.00	75.13	-224.87	25.04 %
Category: 36 - Misc. Revenue Total:	**300.00**	**300.00**	**0.00**	**75.13**	**-224.87**	**25.04 %**
Revenue Total:	**289,338.00**	**289,338.00**	**0.00**	**75.13**	**-289,262.87**	**0.03 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 57 - Culture and recreation						
6061 - Library State Aide	289,338.00	289,338.00	32,228.16	39,026.58	250,311.42	13.49 %
Category: 57 - Culture and recreation Total:	**289,338.00**	**289,338.00**	**32,228.16**	**39,026.58**	**250,311.42**	**13.49 %**
Expense Total:	**289,338.00**	**289,338.00**	**32,228.16**	**39,026.58**	**250,311.42**	**13.49 %**
Fund: 120 - GRANTS Surplus (Deficit):	**0.00**	**0.00**	**-32,228.16**	**-38,951.45**	**-38,951.45**	**0.00 %**

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						
	12,512,410.00	12,512,410.00	1,004,204.23	2,170,918.28	-10,341,491.72	17.35 %
Category: 34 - Charges for Services Total:	**12,512,410.00**	**12,512,410.00**	**1,004,204.23**	**2,170,918.28**	**-10,341,491.72**	**17.35 %**
Category: 36 - Misc. Revenue						
	128,131.00	128,131.00	16,238.65	29,603.30	-98,527.70	23.10 %
Category: 36 - Misc. Revenue Total:	**128,131.00**	**128,131.00**	**16,238.65**	**29,603.30**	**-98,527.70**	**23.10 %**
Category: 38 - Non-operating Sources (Uses)						
	8,052,067.00	8,052,067.00	0.00	5,176.87	-8,046,890.13	0.06 %
Category: 38 - Non-operating Sources (Uses) Total:	**8,052,067.00**	**8,052,067.00**	**0.00**	**5,176.87**	**-8,046,890.13**	**0.06 %**
Revenue Total:	**20,692,608.00**	**20,692,608.00**	**1,020,442.88**	**2,205,698.45**	**-18,486,909.55**	**10.66 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 49 - Electricity Purchased						
2030 - Customer Records	8,263,938.00	8,263,938.00	617,717.30	1,226,397.39	7,037,540.61	14.84 %
Category: 49 - Electricity Purchased Total:	**8,263,938.00**	**8,263,938.00**	**617,717.30**	**1,226,397.39**	**7,037,540.61**	**14.84 %**
Category: 51 - Personal Services						
2009 - Electric Transmission	60,181.00	60,181.00	6,733.71	11,003.31	49,177.69	18.28 %
2010 - Electric Distribution	535,538.00	535,538.00	60,596.26	99,014.91	436,523.09	18.49 %
2015 - Purchasing / Warehouse	52,635.00	52,635.00	6,019.43	10,064.19	42,570.81	19.12 %
2025 - Electric Meter Reading	51,653.00	51,653.00	5,765.09	9,639.45	42,013.55	18.66 %
2030 - Customer Records	505,465.00	505,465.00	53,570.40	86,029.07	419,435.93	17.02 %
Category: 51 - Personal Services Total:	**1,205,472.00**	**1,205,472.00**	**132,684.89**	**215,750.93**	**989,721.07**	**17.90 %**
Category: 53 - Contractual Services						
2010 - Electric Distribution	215,000.00	215,000.00	10,200.14	24,111.74	190,888.26	11.21 %
2015 - Purchasing / Warehouse	4,200.00	4,200.00	0.00	3,962.00	238.00	94.33 %
2025 - Electric Meter Reading	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
2030 - Customer Records	231,506.00	231,506.00	13,333.00	24,475.00	207,031.00	10.57 %
2045 - Miscellaneous Expenses	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Category: 53 - Contractual Services Total:	**504,206.00**	**504,206.00**	**23,533.14**	**52,548.74**	**451,657.26**	**10.42 %**
Category: 54 - Transportation						
2025 - Electric Meter Reading	4,000.00	4,000.00	28.24	51.48	3,948.52	1.29 %
Category: 54 - Transportation Total:	**4,000.00**	**4,000.00**	**28.24**	**51.48**	**3,948.52**	**1.29 %**
Category: 59 - Other Uses / Transfers						
2045 - Miscellaneous Expenses	7,216,446.00	7,216,446.00	0.00	0.00	7,216,446.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	**7,216,446.00**	**7,216,446.00**	**0.00**	**0.00**	**7,216,446.00**	**0.00 %**
Category: 71 - Operating Expenses						
2009 - Electric Transmission	1,150.00	1,150.00	13.06	17.52	1,132.48	1.52 %
2010 - Electric Distribution	60,000.00	60,000.00	275.08	3,545.78	56,454.22	5.91 %
2015 - Purchasing / Warehouse	3,700.00	3,700.00	0.00	161.70	3,538.30	4.37 %
2025 - Electric Meter Reading	2,850.00	2,850.00	0.00	50.13	2,799.87	1.76 %
2030 - Customer Records	87,500.00	87,500.00	4,127.62	19,923.44	67,576.56	22.77 %
Category: 71 - Operating Expenses Total:	**155,200.00**	**155,200.00**	**4,415.76**	**23,698.57**	**131,501.43**	**15.27 %**
Category: 72 - Utilities						
2009 - Electric Transmission	750.00	750.00	0.00	0.36	749.64	0.05 %
2010 - Electric Distribution	15,500.00	15,500.00	1,334.36	2,523.46	12,976.54	16.28 %
2015 - Purchasing / Warehouse	7,100.00	7,100.00	0.00	51.30	7,048.70	0.72 %
2030 - Customer Records	10,000.00	10,000.00	960.82	1,674.41	8,325.59	16.74 %
2045 - Miscellaneous Expenses	50,000.00	50,000.00	1,173.54	1,284.82	48,715.18	2.57 %
Category: 72 - Utilities Total:	**83,350.00**	**83,350.00**	**3,468.72**	**5,534.35**	**77,815.65**	**6.64 %**
Category: 73 - Insurance						
2009 - Electric Transmission	7,049.00	7,049.00	587.00	1,174.00	5,875.00	16.65 %
2010 - Electric Distribution	63,468.00	63,468.00	5,289.00	10,578.00	52,890.00	16.67 %
2015 - Purchasing / Warehouse	1,534.00	1,534.00	128.00	256.00	1,278.00	16.69 %
2025 - Electric Meter Reading	4,810.00	4,810.00	401.00	802.00	4,008.00	16.67 %
2030 - Customer Records	6,212.00	6,212.00	518.00	1,036.00	5,176.00	16.68 %
Category: 73 - Insurance Total:	**83,073.00**	**83,073.00**	**6,923.00**	**13,846.00**	**69,227.00**	**16.67 %**
Category: 74 - Repairs and maintenance						
2009 - Electric Transmission	60,500.00	60,500.00	0.00	0.00	60,500.00	0.00 %
2010 - Electric Distribution	290,000.00	290,000.00	1,443.04	60,612.90	229,387.10	20.90 %
2015 - Purchasing / Warehouse	15,025.00	15,025.00	645.35	759.71	14,265.29	5.06 %
2025 - Electric Meter Reading	8,500.00	8,500.00	0.00	0.00	8,500.00	0.00 %
2030 - Customer Records	12,000.00	12,000.00	717.30	1,111.65	10,888.35	9.26 %
Category: 74 - Repairs and maintenance Total:	**386,025.00**	**386,025.00**	**2,805.69**	**62,484.26**	**323,540.74**	**16.19 %**
Category: 76 - Miscellaneous						
2010 - Electric Distribution	12,200.00	12,200.00	259.34	2,474.99	9,725.01	20.29 %
2015 - Purchasing / Warehouse	50.00	50.00	0.00	0.00	50.00	0.00 %

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
2025 - Electric Meter Reading	100.00	100.00	0.00	0.00	100.00	0.00 %
2030 - Customer Records	50,450.00	50,450.00	14,404.34	32,601.47	17,848.53	64.62 %
2045 - Miscellaneous Expenses	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
Category: 76 - Miscellaneous Total:	**64,300.00**	**64,300.00**	**14,663.68**	**35,076.46**	**29,223.54**	**54.55 %**
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: 82 - Construction in progress						
2025 - Electric Meter Reading	0.00	0.00	0.00	357.50	-357.50	0.00 %
Category: 82 - Construction in progress Total:	**0.00**	**0.00**	**0.00**	**357.50**	**-357.50**	**0.00 %**
Category: 88 - Principal Retirement						
2045 - Miscellaneous Expenses	81,449.00	81,449.00	0.00	0.00	81,449.00	0.00 %
Category: 88 - Principal Retirement Total:	**81,449.00**	**81,449.00**	**0.00**	**0.00**	**81,449.00**	**0.00 %**
Category: 89 - Interest						
2045 - Miscellaneous Expenses	21,422.00	21,422.00	0.00	0.00	21,422.00	0.00 %
Category: 89 - Interest Total:	**21,422.00**	**21,422.00**	**0.00**	**0.00**	**21,422.00**	**0.00 %**
Category: 91 - Capital outlay						
2009 - Electric Transmission	165,200.00	165,200.00	0.00	0.00	165,200.00	0.00 %
2010 - Electric Distribution	1,134,250.00	1,134,250.00	0.00	0.00	1,134,250.00	0.00 %
2015 - Purchasing / Warehouse	71,500.00	71,500.00	0.00	0.00	71,500.00	0.00 %
2030 - Customer Records	118,750.00	118,750.00	0.00	0.00	118,750.00	0.00 %
Category: 91 - Capital outlay Total:	**1,489,700.00**	**1,489,700.00**	**0.00**	**0.00**	**1,489,700.00**	**0.00 %**
Category: 93 - Operating transfers - out						
2045 - Miscellaneous Expenses	1,084,027.00	1,084,027.00	90,336.00	180,667.00	903,360.00	16.67 %
Category: 93 - Operating transfers - out Total:	**1,084,027.00**	**1,084,027.00**	**90,336.00**	**180,667.00**	**903,360.00**	**16.67 %**
Expense Total:	**20,692,608.00**	**20,692,608.00**	**896,576.42**	**1,816,412.68**	**18,876,195.32**	**8.78 %**
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	**0.00**	**0.00**	**123,866.46**	**389,285.77**	**389,285.77**	**0.00 %**

Departmen...	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						
	81,333.00	81,333.00	5,929.65	5,942.20	-75,390.80	7.31 %
Category: 32 - Licenses and Permits Total:	**81,333.00**	**81,333.00**	**5,929.65**	**5,942.20**	**-75,390.80**	**7.31 %**
Category: 34 - Charges for Services						
	4,646,817.00	4,646,817.00	325,704.29	646,460.51	-4,000,356.49	13.91 %
Category: 34 - Charges for Services Total:	**4,646,817.00**	**4,646,817.00**	**325,704.29**	**646,460.51**	**-4,000,356.49**	**13.91 %**
Category: 36 - Misc. Revenue						
	36,900.00	36,900.00	2,371.98	6,084.26	-30,815.74	16.49 %
Category: 36 - Misc. Revenue Total:	**36,900.00**	**36,900.00**	**2,371.98**	**6,084.26**	**-30,815.74**	**16.49 %**
Category: 38 - Non-operating Sources (Uses)						
	1,164,000.00	1,164,000.00	0.00	0.00	-1,164,000.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	**1,164,000.00**	**1,164,000.00**	**0.00**	**0.00**	**-1,164,000.00**	**0.00 %**
Revenue Total:	**5,929,050.00**	**5,929,050.00**	**334,005.92**	**658,486.97**	**-5,270,563.03**	**11.11 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
3005 - Water Treatment Plant	306,030.00	306,030.00	28,826.12	47,062.52	258,967.48	15.38 %
3010 - Trans / Distribution	92,019.00	92,019.00	15,448.24	23,220.28	68,798.72	25.23 %
3025 - Water Meter Reading	52,313.00	52,313.00	6,192.91	10,153.01	42,159.99	19.41 %
3042 - Water / Sewer Administ.	212,047.00	212,047.00	20,365.44	31,690.21	180,356.79	14.94 %
3052 - Sewer Treatment Plant	296,589.00	296,589.00	25,324.10	40,518.54	256,070.46	13.66 %
3062 - Sewer Trans / Collection	153,673.00	153,673.00	24,200.01	39,278.99	114,394.01	25.56 %
Category: 51 - Personal Services Total:	**1,112,671.00**	**1,112,671.00**	**120,356.82**	**191,923.55**	**920,747.45**	**17.25 %**
Category: 53 - Contractual Services						
3005 - Water Treatment Plant	90,000.00	90,000.00	1,277.20	6,740.40	83,259.60	7.49 %
3010 - Trans / Distribution	10,000.00	10,000.00	250.00	250.00	9,750.00	2.50 %
3025 - Water Meter Reading	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00 %
3042 - Water / Sewer Administ.	224,301.00	224,301.00	17,516.00	35,041.00	189,260.00	15.62 %
3052 - Sewer Treatment Plant	295,000.00	295,000.00	2,196.75	18,124.00	276,876.00	6.14 %
3062 - Sewer Trans / Collection	24,000.00	24,000.00	0.00	0.00	24,000.00	0.00 %
Category: 53 - Contractual Services Total:	**681,801.00**	**681,801.00**	**21,239.95**	**60,155.40**	**621,645.60**	**8.82 %**
Category: 54 - Transportation						
3025 - Water Meter Reading	0.00	0.00	28.24	51.48	-51.48	0.00 %
Category: 54 - Transportation Total:	**0.00**	**0.00**	**28.24**	**51.48**	**-51.48**	**0.00 %**
Category: 57 - Culture and recreation						
3080 - Debt Service	32,506.00	32,506.00	0.00	0.00	32,506.00	0.00 %
Category: 57 - Culture and recreation Total:	**32,506.00**	**32,506.00**	**0.00**	**0.00**	**32,506.00**	**0.00 %**
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.	981,963.00	981,963.00	30,940.00	61,881.00	920,082.00	6.30 %
Category: 59 - Other Uses / Transfers Total:	**991,963.00**	**991,963.00**	**30,940.00**	**61,881.00**	**930,082.00**	**6.24 %**
Category: 71 - Operating Expenses						
3005 - Water Treatment Plant	148,700.00	148,700.00	2,766.28	25,284.10	123,415.90	17.00 %
3010 - Trans / Distribution	19,900.00	19,900.00	366.95	2,355.20	17,544.80	11.84 %
3025 - Water Meter Reading	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00 %
3042 - Water / Sewer Administ.	14,000.00	14,000.00	30.00	4,283.96	9,716.04	30.60 %
3052 - Sewer Treatment Plant	67,500.00	67,500.00	10,827.29	20,144.00	47,356.00	29.84 %
3062 - Sewer Trans / Collection	21,000.00	21,000.00	687.89	1,580.65	19,419.35	7.53 %
Category: 71 - Operating Expenses Total:	**272,700.00**	**272,700.00**	**14,678.41**	**53,647.91**	**219,052.09**	**19.67 %**
Category: 72 - Utilities						
3005 - Water Treatment Plant	402,000.00	402,000.00	27,643.90	46,153.16	355,846.84	11.48 %
3010 - Trans / Distribution	600.00	600.00	0.00	0.00	600.00	0.00 %
3052 - Sewer Treatment Plant	113,500.00	113,500.00	16,321.09	24,115.46	89,384.54	21.25 %
3062 - Sewer Trans / Collection	102,500.00	102,500.00	6,612.08	10,225.56	92,274.44	9.98 %
Category: 72 - Utilities Total:	**618,600.00**	**618,600.00**	**50,577.07**	**80,494.18**	**538,105.82**	**13.01 %**
Category: 73 - Insurance						
3005 - Water Treatment Plant	18,354.00	18,354.00	1,530.00	3,060.00	15,294.00	16.67 %
3010 - Trans / Distribution	19,183.00	19,183.00	1,599.00	3,198.00	15,985.00	16.67 %
3025 - Water Meter Reading	1,897.00	1,897.00	158.00	316.00	1,581.00	16.66 %
3052 - Sewer Treatment Plant	15,516.00	15,516.00	1,293.00	2,586.00	12,930.00	16.67 %
3062 - Sewer Trans / Collection	9,506.00	9,506.00	792.00	1,584.00	7,922.00	16.66 %
Category: 73 - Insurance Total:	**64,456.00**	**64,456.00**	**5,372.00**	**10,744.00**	**53,712.00**	**16.67 %**
Category: 74 - Repairs and maintenance						
3005 - Water Treatment Plant	140,927.00	140,927.00	6,099.08	14,946.53	125,980.47	10.61 %
3010 - Trans / Distribution	85,500.00	85,500.00	4,010.95	8,842.10	76,657.90	10.34 %
3025 - Water Meter Reading	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
3042 - Water / Sewer Administ.	200.00	200.00	0.00	1,700.00	-1,500.00	850.00 %
3052 - Sewer Treatment Plant	140,000.00	140,000.00	11,260.30	20,071.45	119,928.55	14.34 %
3062 - Sewer Trans / Collection	180,000.00	180,000.00	16,262.10	41,268.75	138,731.25	22.93 %

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Category: 74 - Repairs and maintenance Total:	**549,627.00**	**549,627.00**	**37,632.43**	**86,828.83**	**462,798.17**	**15.80 %**
Category: 76 - Miscellaneous						
3005 - Water Treatment Plant	1,700.00	1,700.00	0.00	0.00	1,700.00	0.00 %
3010 - Trans / Distribution	250.00	250.00	0.00	88.20	161.80	35.28 %
3042 - Water / Sewer Administ.	6,700.00	6,700.00	0.00	100.00	6,600.00	1.49 %
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:	**11,450.00**	**11,450.00**	**0.00**	**188.20**	**11,261.80**	**1.64 %**
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: 82 - Construction in progress						
3010 - Trans / Distribution	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
3025 - Water Meter Reading	0.00	0.00	984.40	44,269.40	-44,269.40	0.00 %
3052 - Sewer Treatment Plant	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
Category: 82 - Construction in progress Total:	**51,000.00**	**51,000.00**	**984.40**	**44,269.40**	**6,730.60**	**86.80 %**
Category: 88 - Principal Retirement						
3005 - Water Treatment Plant	301,000.00	301,000.00	27,364.00	54,724.00	246,276.00	18.18 %
3063 - N. Sewer Project	55,875.00	55,875.00	0.00	27,839.06	28,035.94	49.82 %
3080 - Debt Service	53,756.00	53,756.00	0.00	4,967.30	48,788.70	9.24 %
Category: 88 - Principal Retirement Total:	**410,631.00**	**410,631.00**	**27,364.00**	**87,530.36**	**323,100.64**	**21.32 %**
Category: 89 - Interest						
3005 - Water Treatment Plant	463,073.00	463,073.00	42,098.00	84,191.00	378,882.00	18.18 %
3063 - N. Sewer Project	6,005.00	6,005.00	0.00	3,100.67	2,904.33	51.63 %
3080 - Debt Service	2,583.00	2,583.00	0.00	1,308.32	1,274.68	50.65 %
Category: 89 - Interest Total:	**471,661.00**	**471,661.00**	**42,098.00**	**88,599.99**	**383,061.01**	**18.78 %**
Category: 91 - Capital outlay						
3005 - Water Treatment Plant	291,750.00	291,750.00	0.00	0.00	291,750.00	0.00 %
3010 - Trans / Distribution	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00 %
3052 - Sewer Treatment Plant	58,000.00	58,000.00	0.00	0.00	58,000.00	0.00 %
3062 - Sewer Trans / Collection	195,234.00	195,234.00	0.00	0.00	195,234.00	0.00 %
Category: 91 - Capital outlay Total:	**644,984.00**	**644,984.00**	**0.00**	**0.00**	**644,984.00**	**0.00 %**
Expense Total:	**5,929,050.00**	**5,929,050.00**	**351,271.32**	**766,314.30**	**5,162,735.70**	**12.92 %**
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	**0.00**	**0.00**	**-17,265.40**	**-107,827.33**	**-107,827.33**	**0.00 %**

Departmen...	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						
	2,047,454.00	2,047,454.00	166,792.30	337,061.96	-1,710,392.04	16.46 %
Category: 34 - Charges for Services Total:	**2,047,454.00**	**2,047,454.00**	**166,792.30**	**337,061.96**	**-1,710,392.04**	**16.46 %**
Category: 36 - Misc. Revenue						
	300.00	300.00	0.00	20.99	-279.01	7.00 %
Category: 36 - Misc. Revenue Total:	**300.00**	**300.00**	**0.00**	**20.99**	**-279.01**	**7.00 %**
Category: 38 - Non-operating Sources (Uses)						
	582,847.00	582,847.00	0.00	0.00	-582,847.00	0.00 %
Category: 38 - Non-operating Sources (Uses) Total:	**582,847.00**	**582,847.00**	**0.00**	**0.00**	**-582,847.00**	**0.00 %**
Revenue Total:	**2,630,601.00**	**2,630,601.00**	**166,792.30**	**337,082.95**	**-2,293,518.05**	**12.81 %**

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
Category: 51 - Personal Services						
7072 - Solid Waste	388,098.00	388,098.00	46,259.55	75,632.64	312,465.36	19.49 %
Category: 51 - Personal Services Total:	**388,098.00**	**388,098.00**	**46,259.55**	**75,632.64**	**312,465.36**	**19.49 %**
Category: 53 - Contractual Services						
7072 - Solid Waste	5,000.00	5,000.00	55.64	111.28	4,888.72	2.23 %
Category: 53 - Contractual Services Total:	**5,000.00**	**5,000.00**	**55.64**	**111.28**	**4,888.72**	**2.23 %**
Category: 59 - Other Uses / Transfers						
7072 - Solid Waste	641,615.00	641,615.00	0.00	0.00	641,615.00	0.00 %
Category: 59 - Other Uses / Transfers Total:	**641,615.00**	**641,615.00**	**0.00**	**0.00**	**641,615.00**	**0.00 %**
Category: 71 - Operating Expenses						
7072 - Solid Waste	1,201,650.00	1,201,650.00	26,699.65	104,871.97	1,096,778.03	8.73 %
Category: 71 - Operating Expenses Total:	**1,201,650.00**	**1,201,650.00**	**26,699.65**	**104,871.97**	**1,096,778.03**	**8.73 %**
Category: 88 - Principal Retirement						
7072 - Solid Waste	82,218.00	82,218.00	0.00	0.00	82,218.00	0.00 %
Category: 88 - Principal Retirement Total:	**82,218.00**	**82,218.00**	**0.00**	**0.00**	**82,218.00**	**0.00 %**
Category: 89 - Interest						
7072 - Solid Waste	38,436.00	38,436.00	0.00	0.00	38,436.00	0.00 %
Category: 89 - Interest Total:	**38,436.00**	**38,436.00**	**0.00**	**0.00**	**38,436.00**	**0.00 %**
Category: 91 - Capital outlay						
7072 - Solid Waste	110,500.00	110,500.00	0.00	1,839.58	108,660.42	1.66 %
Category: 91 - Capital outlay Total:	**110,500.00**	**110,500.00**	**0.00**	**1,839.58**	**108,660.42**	**1.66 %**
Category: 93 - Operating transfers - out						
7072 - Solid Waste	163,084.00	163,084.00	13,590.00	27,184.00	135,900.00	16.67 %
Category: 93 - Operating transfers - out Total:	**163,084.00**	**163,084.00**	**13,590.00**	**27,184.00**	**135,900.00**	**16.67 %**
Expense Total:	**2,630,601.00**	**2,630,601.00**	**86,604.84**	**209,639.47**	**2,420,961.53**	**7.97 %**
Fund: 430 - SOLID WASTE Surplus (Deficit):	**0.00**	**0.00**	**80,187.46**	**127,443.48**	**127,443.48**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**-630,045.94**	**-754,869.91**	**-754,869.91**	**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	-784,606.30	-1,125,303.04	-1,125,303.04
101 - CLEW REDEV AGENCY	0.00	0.00	0.00	2.04	2.04
102 - CLEW REDEV AGENCY EXP	0.00	0.00	0.00	480.62	480.62
120 - GRANTS	0.00	0.00	-32,228.16	-38,951.45	-38,951.45
410 - ELECTRIC FUND	0.00	0.00	123,866.46	389,285.77	389,285.77
420 - WATER/SEWER FUND	0.00	0.00	-17,265.40	-107,827.33	-107,827.33
430 - SOLID WASTE	0.00	0.00	80,187.46	127,443.48	127,443.48
Report Surplus (Deficit):	**0.00**	**0.00**	**-630,045.94**	**-754,869.91**	**-754,869.91**

City of Clewiston
Public Works Department
Monthly Productivity Report
November 1, 2023 thru November 30, 2023

Fleet Management

Units worked on

Fire Dept.	3	Solid Waste	3
Electric Dept.		Streets	3
Utilities	3	Recreation	4
Police Dept.	6	Animal Control	

Facility Maintenance

Clerical hrs.	21	Air conditioning repairs (Hrs)	57
Eelectrical repair hrs.	8	Building repairs hrs	60

Solid Waste

Commercial (Tons)	320.35	Residential (Tons)	299.41
Tipper carts placed	7	Shopping carts collected	11
Special pick ups	17	Pick up revenue	$1,555.00
Recycled scrap metal (Tons)	1.78	Scrap metal revenue	$71.20

Note :

All Solid Waste trucks are still going to the Ortona transfer station to dump.

Streets and Sidewalks

Drainage

Catch basins cleaned	2	Basin debris (Tons)	3.13
Streets swept (miles)	25	Street debris (Tons)	1.29
Street repairs hrs	15	Streets painted (hours)	

Signs

Information signs	3	Equipment lettered	
Regulatory signs	3	Signs repaired	14

Landscaping

Landscape trimming (Hrs)	48	Trees trimmed (Hrs)	16
Weed control (gallons)	4	Manual weed control (hours)	22
Litter control (Lbs)	350	Mowing (Hrs)	8
Sprinkler repairs (Hrs)	12	Mulching (Hrs)	2

Notes :

Staff set up for the Homecoming parade.

102 Hours were spent putting up Christmas decorations in the Civic Park.

31 Hours were spent picking up palm fronds from our city streets.

Staff put up and took down a temporary fence at the Osceloa Park.

UTILITIES MONTHLY ACTIVITY REPORT FOR DEC 2023

ELECTRIC DEPARTMENT

Kwh purchased	9,126,773	Month of November
Kwh sold	7,865,177	
Total Electric Meters	4,185	

OUTAGES	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
	495	38	6	83 minutes
Street Light repairs	4			
Voltage checks	1			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	31,803	17,341	49 Million Gals
Total Water Meters	3719		
Water Breaks	5		

SEWER PLANT

Gallons Processed	0.80	Month of November

OFFICE ACTIVITY

New Accounts (Move Ins)	49	
Closed Accounts (Move Outs)	23	
Disconnects for Nonpayment	255	
Reconnects from Nonpayment	220	
Meter Rereads Completed	30	
All Locates	13	
All Meter Changes	33	
Miscellaneous	210	
Trim Tree	0	
Total other Work Orders completed	1486	note to self:service action is 1486, includes UPA's swapped meters 1464sa
Total Work Orders Completed by all Departments	2,329	

Monthly Facility & Park Rentals

NOVEMBER 2023

Facility/Park	Rentals	Resident Status
John Boy Auditorium	5	1 Nonprofit Fundraiser, 1 Wedding Reception, 1 Corporate Luncheon, 2 Mobile Food Pantries
Beardley Room	1	Nonprofit Fundraiser
Youth Center	27	1 Public Service Appreciation Day Fesitval, 1 Baby Shower, 1 Podcast, 1 Corporate Brunch, 3 Sugar Dolls, 6 Taekwondo Classes, 9 DIME Dance & Mentoring, 2 Boy Scouts, 1 Little League Meeting, 2 4-H Club meetings
C.S. Mott Pool	0	Closed for the Season
STP Pavilion #1		
STP Pavilion #2		
STP Pavilion #3		
STP Pavilion #4		
Sugarland Park Pavilion		
Trinidad Park	4	Adult Soccer League
Civic Park / Gazebo		
Sugar Festival Field	1	Public Service Appreciation Day Festival
Splash Pad		
Chickee	8	6 Taekwondo Classes, 1 DIME Dance Class
Sugarland Sports Complex		
Field 1	12	Boys Travel Ball
Field 2	14	Boys Travel Ball
Field 3	18	AYSO Practice & Games
Field 4	18	AYSO Practice & Games
Field 5		
Field 6	19	5 First Responder Softball Practice, 14 AYSO Practice & Games
Field 7	28	14 Youth Travel Ball League, 14 AYSO Practice & Games
Field 8	14	AYSO Practice & Games
Field 9	14	AYSO Practice & Games
Soccer West	11	CHS Girls Soccer
Soccer Center	14	AYSO Practice & Games
Soccer East	7	CHS Boys Soccer

City of Clewiston
Sugarland Sports Complex
Monthly Productivity Report

Month thru Month

Game Field Preparation

Fields mowed (Hrs)	56	Field borders mowed (Hrs)	23
String trimming (Hrs)	10	Manual weed control (Hrs)	18
Fields watered (Hrs)	53	Sprinkler repairs (Hrs)	0
Field striping (Hrs)	16	Batter boxes marked (Hrs)	0
Pitching mounds rebuilt (Hrs)		Bases reset/ moved (Hrs)	0
Clay surfaces raked (Hrs)	7	Clay added to surface (Hrs)	3
Field top dressed (Hrs)	0	Fields fertilized (Hrs)	0
Fields airiated (Hrs)	0	Fields weeded (Hrs)	9

Park Maintenance

Fence repair (Hrs)	4	Gate repairs (Hrs)	0
Pressure cleaning (Hrs)	0	Building painting (Hrs)	0
Net repairs (Hrs)	2	Bleacher repairs/cleaning (Hrs)	
Litter pick up (Hrs)	45	Garbage can empty/clean (Hrs)	18
Office Work (Hrs)	4	Shop Organization (Hrs)	8
Machine Maintenance (Hrs)	8	Extermination (Hrs)	0
Graffiti/Painting (Hrs)	0		

Note: tire change on workman 1hr , replace control arm on ground master 4500-D lined soccer fields once a week

PROTECTIVE INSPECTIONS
ACTIVITY REPORT
November 2023

Building Department

- Issued 29 permits
- Performed 99 inspections
- Performed 37 plan reviews
- Serviced 297 customers (both by phone & walk-ins)
- Lien searches researched – 7
- Business Licenses issued 18 (renewals & new)
- Issued 3 yard sale permits
- Prepared report for U.S. Census Bureau
- Prepared report for SW Florida Regional Planning Council
- Prepared report for Hendry County Property Appraiser

Planning & Zoning

- There was no meeting.

Community Redevelopment Agency

- There was no meeting.

Building Board

- There was no meeting.

Fire Marshal & Fire Department

- 13 – Inspections

- The fire department responded to:
  59 Total Calls

November 2023 Inspections			
Permit#	Inspection Type	Result	Inspected Date
22-0131	LNDSCAPE	NC	11/3/2023
22-0131	DRIVEWAY	NC	11/2/2023
22-0232	ELECT-UG	Pass	11/9/2023
22-0233	ELECT-UG	Pass	11/9/2023
22-0258	FINAL	Pass	11/3/2023
22-0308	FINAL	Pass	11/3/2023
23-0073	Pool Final	NC	11/9/2023
23-0073	Pool Plumbing Final	NC	11/9/2023
23-0103	FRAME	Pass	11/22/2023
23-0103	WINDOW/DOOR	Pass	11/22/2023
23-0103	DRYWALL	Pass	11/30/2023
23-0103	STUCCO	Pass	11/22/2023
23-0103	FORM BOARD	Pass	11/22/2023
23-0141	ROOF TRUSS	Pass	11/2/2023
23-0141	ROOF DRY IN	Pass	11/15/2023
23-0170	ELECT-F	NC	11/2/2023
23-0171	A/C -RGH	Pass	11/3/2023
23-0073	Pool Deck	NC	11/9/2023
23-0194	FINAL	Pass	11/3/2023
22-0305	ELECT-R	Pass	11/2/2023
23-0213	DRY-IN	Pass	11/2/2023
23-0213	FINAL	Pass	11/2/2023
23-0117	A/C -RGH	Pass	11/6/2023
23-0117	FOOTER/REBAR	Pass	11/2/2023
23-0117	FRAME	NC	11/2/2023
23-0117	ELECT-R	NC	11/2/2023
23-0117	PLMB-RGH	Pass	11/2/2023
23-0117	WINDOW/DOOR	Pass	11/9/2023
23-0154	ELECT-R	NC	11/2/2023
22-0239	Pool Final	NC	11/9/2023
23-0221	Final	Pass	11/3/2023
23-0228	FINAL	Pass	11/28/2023
23-0234	DRY-IN	Pass	11/2/2023
23-0235	DRY-IN	Pass	11/13/2023
23-0235	FINAL	Pass	11/15/2023
23-0241	MF	Pass	11/2/2023
23-0248	DRY-IN	Pass	11/9/2023
23-0249	MF	Pass	11/30/2023
23-0254	PLMB-FNL	Pass	11/7/2023
23-0254	ELECT-F	Pass	11/7/2023
23-0254	WINDOW/DOOR	Pass	11/7/2023
23-0254	BLDG-FNL	Pass	11/7/2023
23-0260	MR	NC	11/3/2023
23-0261	MR	Pass	11/16/2023

23-0261	MF	Pass	11/17/2023
22-0239	Pool Electrical Final	Pass	11/9/2023
23-0263	FINAL	Pass	11/2/2023
23-0264	DRY-IN	NC	11/2/2023
23-0266	DRY-IN	Pass	11/22/2023
23-0266	FINAL	Pass	11/30/2023
23-0267	BLDG-FNL	Pass	11/2/2023
23-0269	SETBACK	Pass	11/3/2023
23-0269	FINAL	Pass	11/3/2023
23-0271	Final	Pass	11/3/2023
23-0279	MR	NC	11/3/2023
23-0280	FRAME	NC	11/3/2023
23-0283	EXTERIOR WALLS	Pass	11/9/2023
23-0283	BLDG-FNL	Pass	11/14/2023
23-0284	DRY-IN	Pass	11/14/2023
23-0284	FINAL	Pass	11/20/2023
23-0288	FINAL	Pass	11/2/2023
23-0289	FINAL	Pass	11/3/2023
23-0291	FINAL	Pass	11/2/2023
23-0292	FINAL	Pass	11/2/2023
23-0293	WINDOW/DOOR	Pass	11/22/2023
23-0293	BLDG-FNL	Pass	11/30/2023
23-0267	SETBACK	Pass	11/2/2023
23-0228	IN PROG	Pass	11/2/2023
23-0241	MR	Pass	11/2/2023
23-0296	SETBACKS	Pass	11/14/2023
23-0303	FINAL	Pass	11/14/2023
23-0303	BLDG-FNL	Pass	11/14/2023
23-0304	ELECT-R	Pass	11/9/2023
23-0304	ELECT-F	Pass	11/14/2023
23-0305	ELECT-R	Pass	11/9/2023
23-0306	WINDOW/DOOR	Pass	11/15/2023
23-0306	FINAL	Pass	11/28/2023
23-0311	DRY-IN	NC	11/15/2023
23-0249	MR	Pass	11/30/2023
23-0315	DRY-IN	Pass	11/13/2023
23-0315	FINAL	Pass	11/14/2023
23-0316	FINAL	Pass	11/15/2023
23-0316	BLDG-FNL	Pass	11/15/2023
23-0290	FINAL	Pass	11/2/2023
23-0117	FRAME	NC	11/9/2023
23-0117	ELECT-R	NC	11/9/2023
23-0171	WINDOW	Pass	11/9/2023
23-0324	DRY-IN	Pass	11/14/2023
23-0324	FINAL	Pass	11/21/2023
23-0329	MF	Pass	11/28/2023
23-0254	ELECT-R	Pass	11/7/2023

23-0073	Pool Plumbing Final	Pass	11/14/2023
23-0073	Pool Deck	Pass	11/14/2023
23-0073	Pool Final	Pass	11/14/2023
23-0311	DRY-IN	NC	11/22/2023
23-0333	DRY-IN	Pass	11/20/2023
23-0333	FINAL	Pass	11/21/2023
23-0337	FINAL	Pass	11/30/2023
23-0337	IN PROG	Pass	11/28/2023
Total # of Inspections 99			

November 2023 Permits							
Company Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
Lowe's Home Centers, LLC	11/6/2023	ACC-BLDG	23-0327	812 Laurel St	23,253.00	0	204.1
RomArc Construction Services LLC	11/7/2023	BLDG-MAS	23-0330	705 Commercio St	340,885.00	0	8,141.24
Neptune Impact Windows	11/13/2023	BLDG-RMC	23-0306	113 N Francisco St	14,640.00	0	157.3
Yanisel Interian	11/17/2023	BLDG-RMR	23-0335	339 W Trinidad Ave	1,500.00	0	84.5
Greg Neuville Contracting, Inc.	11/21/2023	BLDG-RMR	23-0336	100 W Aztec Ave	8,000.00	0	399.9
Mary Harrell	11/16/2023	CONCRETE	23-0310	713 Bowden Rd	1,500.00	0	84.5
Alexis Arguelles, Solange Arguelles	11/15/2023	DRIVEWAY	23-0334	553 Old Farm Place	2,500.00	0	94.9
Cintas Fire Protection	11/6/2023	ELECT	23-0328	1024 W Sugarland Hwy	1,150.00	0	84.5
J&C Energy Enterprises LLC d/b/a Energy Solutions Dire	11/8/2023	ELECT	23-0331	807 W Aztec Ave	62,300.00	0	406.9
Sunergy Solar LLC	11/9/2023	ELECT	23-0332	1006 W Avenida Del Rio	31,412.00	0	245.7
R Good Electric Inc	11/22/2023	ELECT	23-0340	140 W Del Monte Ave	500	0	84.5
Bullard Electrical Inc	11/28/2023	ELECT	23-0342	341 E El Paso Ave	3,500.00	0	100.1
Jimmy Pittman Electrical, Inc.	11/28/2023	ELECT	23-0343	112-114 W Crescent Dr	4,600.00	0	105.3
Jimmy Pittman Electrical, Inc.	11/28/2023	ELECT	23-0346	105 W Del Monte Ave	1,850.00	0	84.5
Skylar Duckstein	11/6/2023	FENCE	23-0326	325 Saginaw Ave	2,670.00	0	94.9
Iglesias, Jorge Herandis Reyes	11/28/2023	FENCE	23-0345	446 W Haiti Ave	2,000.00	0	89.7
Lennox National Account Services	11/3/2023	MECH	23-0321	959 W Sugarland Hwy	14,021.00	157.3	0
Service Experts, LLC	11/3/2023	MECH	23-0322	428 E Sagamore Ave	14,422.00	0	0
Phillip's A/C & Heating Services, LLC	11/6/2023	MECH	23-0329	438 E Sugarland Hwy	29,884.00	0	235.3
Taylor Electric & Air Conditioning, Inc.	11/21/2023	MECH	23-0338	507 Water Oak Ave	10,250.00	0	136.5
Craft Master Custom Pools	11/22/2023	PLUMB	23-0341	140 W Del Monte Ave	500	0	84.5
Craft Master Custom Pools	11/22/2023	POOLS	23-0339	140 W Del Monte Ave	75,900.00	0	474.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932	11/3/2023	REROOF	23-0323	1049 Bayberry Loop	30,000.00	0	240.5
IMC Services & Designs, LLC DBA IMC Unique Designs C	11/3/2023	REROOF	23-0324	326 E Avenida Del Rio	16,145.00	0	167.7
Universal Group	11/15/2023	REROOF	23-0333	341 W Haiti Ave	8,900.00	0	126.1
Universal Group	11/21/2023	REROOF	23-0337	226 Basilan Crescent	6,400.00	0	115.7
Superior Contracting of South Florida	11/28/2023	REROOF	23-0344	932 Sawgrass St	32,438.00	0	250.9
Bryant Roofing LLC	11/29/2023	REROOF	23-0347	308 E Circle Dr	2,700.00	0	94.9
Bryant Roofing LLC	11/29/2023	REROOF	23-0348	308 E Circle Dr	5,850.00	0	110.5
Total # of Permits 29							

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Jones

Printed By:
TCOHENS
Printed On:
12/04/2023 13:37:11

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD020521 PUnit: 550 JONES W	11/01/2023 9:12:30	ACO-TRANSPORT	925 KINGS HWY	S35T Z	
CLPD23CAD020592 PUnit: 550 JONES W	11/02/2023 8:42:03	ANIMAL COMPLAINT	DAVIDSON RD	S35 U	
CLPD23CAD020596 PUnit: 550 JONES W	11/02/2023 11:46:10	ANIMAL COMPLAINT	716 W AVENIDA DEL RIO	S35 Z	
CLPD23CAD020599 PUnit: 550 JONES W	11/02/2023 16:36:41	ACO-PATROL-CITY	336 E OBISPO AVE	S35 Z	
CLPD23CAD020652 PUnit: 550 JONES W	11/03/2023 8:47:16	ANIMAL COMPLAINT	215 E ESPERANZA AVE	S35 Z	
CLPD23CAD020654 PUnit: 550 JONES W	11/03/2023 9:04:39	ANIMAL COMPLAINT	215 S FRANCISCO ST	S35 Z	
CLPD23CAD020656 PUnit: 550 JONES W	11/03/2023 10:27:05	ANIMAL COMPLAINT	537 E OSCEOLA AVE	S35 Z	
CLPD23CAD020664 PUnit: 550 JONES W	11/03/2023 12:29:31	ANIMAL COMPLAINT	429 ROYAL PALM AVE	S35 Z	
CLPD23CAD020670 PUnit: 550 JONES W	11/03/2023 15:20:58	ACO-PATROL-COUNTY	700 WITT RD	S35 Z 42	
CLPD23CAD020731 PUnit: 550 JONES W	11/04/2023 13:40:21	FOLLOW UP	537 E OSCEOLA AVE	1017 Z 42	
CLPD23CAD020899 PUnit: 550 JONES W BUnit1: 551	11/07/2023 7:59:13	ACO-PATROL-CITY	115 W VENTURA AVE	S35 Z 42	
CLPD23CAD020905 PUnit: 550 JONES W	11/07/2023 9:55:18	ANIMAL COMPLAINT	500 W SAGAMORE AVE ER	S35 Z	
CLPD23CAD020906 PUnit: 505 SCRUGGS D BUnit1: 550	11/07/2023 10:07:34	CITIZEN ASSIST	445 W HAITI AVE	S17 D	
CLPD23CAD020916 PUnit: 551 COPPLER A BUnit1: 550	11/07/2023 14:58:02	ANIMAL COMPLAINT	CAROLINA AVE	S35 Z	
CLPD23CAD020987 PUnit: 550 JONES W	11/08/2023 8:26:50	ANIMAL COMPLAINT	1011 ART LAWRENCE RD	S35 Z	

Total Records: 39

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
12/04/2023 13:37:11

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD020990	11/08/2023 10:09:56	ACO-PATROL-TWIN LKS	931 GRATTON RD	S80 Z	
PUnit: 550 JONES W					
CLPD23CAD020991	11/08/2023 10:23:29	ANIMAL COMPLAINT	416 W VENTURA AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD021048	11/09/2023 9:48:20	ACO-PATROL-CITY	901 W VENTURA AVE	S35 Z 42	
PUnit: 550 JONES W					
CLPD23CAD021055	11/09/2023 10:37:49	ANIMAL COMPLAINT	217 E EL PASO AVE	S35 Z	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD021065	11/09/2023 16:50:08	ACO-PATROL-COUNTY	1020 DAVIDSON RD	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD021180	11/11/2023 11:32:32	ANIMAL COMPLAINT	519 W AZTEC AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD021184	11/11/2023 12:47:20	ANIMAL COMPLAINT	328 E SUGARLAND HWY	S35 U	
PUnit: 550 JONES W					
CLPD23CAD021185	11/11/2023 14:26:43	ANIMAL COMPLAINT	855 S KENNEL ST	S35 O	
PUnit: 550 JONES W					
CLPD23CAD021186	11/11/2023 15:03:57	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD021497	11/16/2023 9:25:03	ACO-PATROL-CITY	205 W ARROYO AV	S35 Z 42	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD021501	11/16/2023 11:27:45	ANIMAL COMPLAINT	429 ROYAL PALM AVE	S35 Z	
PUnit: 550 JONES W BUnit1: 510 BUnit2: 551					
CLPD23CAD021504	11/16/2023 11:51:23	ANIMAL COMPLAINT	160 S NOGAL ST	S35 Z	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD021507	11/16/2023 12:12:48	PARKING VIOLATION	114 S W C OWEN AVE	S58 G	
PUnit: 505 SCRUGGS D BUnit1: 550					
CLPD23CAD021578	11/17/2023 10:52:15	ACO-PATROL-COUNTY	323 PINE LN	S35 Z 42	
PUnit: 550 JONES W					
CLPD23CAD021581	11/17/2023 11:21:05	ACO-PATROL-COUNTY	601 PERUVIAN AVE	S35 Z 42	

Total Records: 39

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
12/04/2023 13:37:11

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 550 JONES W					
CLPD23CAD021583	11/17/2023 11:53:37	ACO-PATROL-CITY	429 ROYAL PALM AVE	S35 Z 42	
PUnit: 550 JONES W					
CLPD23CAD021588	11/17/2023 14:08:52	ACO-PATROL-COUNTY	TAMMY RD	S35 Z 42	
PUnit: 550 JONES W					
CLPD23CAD021636	11/18/2023 10:30:23	ANIMAL COMPLAINT	670 S ARBOLEDA ST	S35 O	
PUnit: 550 JONES W					
CLPD23CAD021857	11/21/2023 6:44:55	ANIMAL COMPLAINT	SKY VALLEY LN	S35 Z	
PUnit: 550 JONES W					
CLPD23CAD022323	11/27/2023 18:16:23	ASSIST OTHER AGENCY	730 S QUEBRADA ST	S60 Z	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD022324	11/27/2023 18:55:10	ACCIDENT	905 W SUGARLAND HWY	S4 C	
PUnit: 516 IZMA K BUnit1: 504 BUnit2: 550					
CLPD23CAD022328	11/27/2023 19:48:37	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnit: 550 JONES W BUnit1: 514 BUnit2: 551					
CLPD23CAD022426	11/29/2023 12:10:02	ACO-PATROL-COUNTY	631 FLEETWOOD ST	S35 Z 42	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD022431	11/29/2023 16:53:08	ANIMAL COMPLAINT	SAN BENITO ST	S35 G	
PUnit: 550 JONES W					

Total Records: 39

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Coppler

Printed By:
TCOHENS
Printed On:
12/04/2023 13:37:38

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD020519	11/01/2023 9:04:58	CITIZEN ASSIST	310 E SUGARLAND HWY	S17 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020523	11/01/2023 9:35:20	ANIMAL COMPLAINT	809 MARYLAND AVE	S35 U	
PUnit: 551 COPPLER A					
CLPD23CAD020524	11/01/2023 9:54:13	ANIMAL COMPLAINT	1020 TEXAS AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020766	11/05/2023 8:17:06	ANIMAL COMPLAINT	420 HOLIDAY BLVD 345	S35 K	
PUnit: 551 COPPLER A					
CLPD23CAD020768	11/05/2023 9:17:03	ANIMAL COMPLAINT	575 S NOGAL ST	S35 N	
PUnit: 551 COPPLER A					
CLPD23CAD020773	11/05/2023 10:29:56	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020829	11/06/2023 8:36:52	ACO-PATROL-COUNTY	485 E COWBOY WAY	S35 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD020830	11/06/2023 10:19:11	ANIMAL COMPLAINT	2384 HOOKERS POINT RD	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020844	11/06/2023 16:06:53	ANIMAL COMPLAINT	1850 OLD US HWY 27 70	S35 N	
PUnit: 551 COPPLER A					
CLPD23CAD020850	11/06/2023 17:59:37	ANIMAL COMPLAINT	700 HARLEM TENANTS CIR 804	S35 U	
PUnit: 551 COPPLER A					
CLPD23CAD020855	11/06/2023 19:37:19	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020898	11/07/2023 7:45:34	ANIMAL COMPLAINT	700 HARLEM TENANTS CIR	S35 U	
PUnit: 551 COPPLER A					
CLPD23CAD020899	11/07/2023 7:59:13	ACO-PATROL-CITY	115 W VENTURA AVE	S35 Z 42	
PUnit: 550 JONES W BUnit1: 551					
CLPD23CAD020900	11/07/2023 8:10:53	EXTRA PATROL- BUSN	520 E TRINIDAD	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD020901	11/07/2023 8:17:59	EXTRA PATROL- BUSN	515 VALENCIA ST	S41B U 42	
PUnit: 551 COPPLER A					

Total Records: 56

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By: TCOHENS
Printed On: 12/04/2023 13:37:38

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD020902	11/07/2023 8:20:12	EXTRA PATROL- BUSN	211 W OSCEOLA AVE	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD020903	11/07/2023 8:34:19	ACO-PATROL-CITY	W SUGARLAND HWY	S35 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD020904	11/07/2023 9:17:49	ANIMAL COMPLAINT	531 E VENTURA AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020912	11/07/2023 12:09:34	ACO-PATROL-TWIN LKS	1521 SASSY RD	S35 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD020913	11/07/2023 12:20:55	FOLLOW UP	500 W SAGAMORE AVE ER	1017 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD020916	11/07/2023 14:58:02	ANIMAL COMPLAINT	CAROLINA AVE	S35 Z	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD020985	11/08/2023 7:57:46	SPECIAL DETAIL	4425 W SR 80	S15 Z	
PUnit: 551 COPPLER A					
CLPD23CAD020993	11/08/2023 12:16:53	INFORMATION	310 E SUGARLAND HWY	S14 Z	
PUnit: 551 COPPLER A					
CLPD23CAD021042	11/09/2023 8:49:41	EXTRA PATROL- BUSN	600 OLYMPIA ST	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021043	11/09/2023 8:56:38	EXTRA PATROL- BUSN	211 W OSCEOLA AVE	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021044	11/09/2023 8:58:03	EXTRA PATROL- BUSN	162 ROYAL PALM AVE	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021045	11/09/2023 9:02:48	EXTRA PATROL- BUSN	520 E TRINIDAD	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021049	11/09/2023 10:05:44	ANIMAL COMPLAINT	435 N OLIVO ST	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD021055	11/09/2023 10:37:49	ANIMAL COMPLAINT	217 E EL PASO AVE	S35 Z	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD021062	11/09/2023 13:28:30	ANIMAL COMPLAINT	630 N OLIVO ST	S35 Z	

Total Records: 56

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
12/04/2023 13:37:38

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 COPPLER A					
CLPD23CAD021337	11/13/2023 7:57:59	ANIMAL COMPLAINT	120 N SENDERO ST	S35 G	
PUnit: 551 COPPLER A					
CLPD23CAD021342	11/13/2023 10:18:20	FOLLOW UP	136 W ARCADE AVE	1017 K 42	
PUnit: 551 COPPLER A					
CLPD23CAD021343	11/13/2023 10:38:25	EXTRA PATROL- BUSN	162 ROYAL PALM AVE	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021344	11/13/2023 10:39:11	EXTRA PATROL- BUSN	211 W OSCEOLA AVE	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021345	11/13/2023 10:48:08	ANIMAL COMPLAINT	735 N NOGAL ST	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD021354	11/13/2023 15:39:45	ACO-PATROL-CITY	420 E ALVERDEZ AVE	S35 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD021392	11/14/2023 8:04:48	ACO-PATROL-COUNTY	4841 SW ZARRELLA ST	S35 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD021428	11/15/2023 9:04:48	ANIMAL COMPLAINT	500 W SAGAMORE AVE ER	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD021429	11/15/2023 9:07:16	EXTRA PATROL- BUSN	310 E SUGARLAND HWY	S41B U 42	
PUnit: 551 COPPLER A					
CLPD23CAD021496	11/16/2023 8:02:11	ANIMAL COMPLAINT	141 PINE LN	S35 N	
PUnit: 551 COPPLER A					
CLPD23CAD021497	11/16/2023 9:25:03	ACO-PATROL-CITY	205 W ARROYO AV	S35 Z 42	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD021501	11/16/2023 11:27:45	ANIMAL COMPLAINT	429 ROYAL PALM AVE	S35 Z	
PUnit: 550 JONES W BUnit1: 510 BUnit2: 551					
CLPD23CAD021502	11/16/2023 11:32:32	ANIMAL COMPLAINT	650 N PALOMINO ST	S35 U	
PUnit: 551 COPPLER A					
CLPD23CAD021504	11/16/2023 11:51:23	ANIMAL COMPLAINT	160 S NOGAL ST	S35 Z	
PUnit: 551 COPPLER A BUnit1: 550					

Total Records: 56

CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
12/04/2023 13:37:38

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD23CAD021506	11/16/2023 12:04:07	FOLLOW UP	136 W ARCADE AVE	1017 H	
PUnit: 551 COPPLER A					
CLPD23CAD021512	11/16/2023 15:23:33	ACO-PATROL-CITY	S CARMITA ST	S35 G 42	
PUnit: 551 COPPLER A					
CLPD23CAD021651	11/18/2023 17:31:53	ANIMAL COMPLAINT	522 W HAITI AVE	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD021780	11/20/2023 11:01:37	ANIMAL COMPLAINT	305 W SUGARLAND HWY	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD021786	11/20/2023 15:17:34	ANIMAL COMPLAINT	1550 OLD US HWY 27 295	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD022006	11/23/2023 9:03:47	ACO-SHELTER SERVICE	410 W ARROYO AVE	S35 Z 42	
PUnit: 551 COPPLER A					
CLPD23CAD022313	11/27/2023 14:57:47	ANIMAL COMPLAINT	1201 MISSISSIPPI AVE	S35 U	
PUnit: 551 COPPLER A					
CLPD23CAD022323	11/27/2023 18:16:23	ASSIST OTHER AGENCY	730 S QUEBRADA ST	S60 Z	
PUnit: 551 COPPLER A BUnit1: 550					
CLPD23CAD022328	11/27/2023 19:48:37	ANIMAL COMPLAINT	410 W ARROYO AVE	S35 Z	
PUnit: 550 JONES W BUnit1: 514 BUnit2: 551					
CLPD23CAD022379	11/28/2023 10:47:33	ANIMAL COMPLAINT	830 N NOGAL ST	S35 Z	
PUnit: 551 COPPLER A					
CLPD23CAD022380	11/28/2023 11:07:14	ANIMAL COMPLAINT	CR 832	S35 U	
PUnit: 551 COPPLER A					
CLPD23CAD022426	11/29/2023 12:10:02	ACO-PATROL-COUNTY	631 FLEETWOOD ST	S35 Z 42	
PUnit: 551 COPPLER A BUnit1: 550					

Total Records: 56

Animals Inducted by Date and Species

Criteria:

Enter from date: 11/01/2023
Enter to date: 11/30/2023

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2023474	Junebug	S (Stray Cat)	11/01/2023			1 week.
S2023475	Fred	S (Stray Cat)	11/02/2023			2 weeks.
S2023481	Del Porte 7	S (Stray Cat)	11/04/2023			4 weeks.
S2023478	Del Porte 3	S (Stray Cat)	11/04/2023			4 weeks.
S2023482	Del Porte 5	S (Stray Cat)	11/04/2023			4 weeks.
S2023477	Del Porte 2	S (Stray Cat)	11/04/2023			4 weeks.
S2023480	Del Porte 6	S (Stray Cat)	11/04/2023			4 weeks.
S2023476	Del Porte 1	S (Stray Cat)	11/04/2023			4 weeks.
S2023479	Del Porte 4	S (Stray Cat)	11/04/2023			4 weeks.
S2023483	FiFi	S (Stray Cat)	11/07/2023	*Makela Thompson* 3600 Magnolia Lane Clewiston FL 33440		3 weeks.
S2023484	Roxey	S (Stray Cat)	11/07/2023	*Kennel Tech Abigail Colston* 410 West Arroyo Ave CLEWISTON FL 33440		1 week.
S2023486	Binx	S (Stray Cat)	11/08/2023	*Leonardo Jimenez* 629 w Obispo ave Clewiston FL 33440		3 weeks.

S2023485	Capri	S (Stray Cat)	11/08/2023			1 day.
S2023487	cat 1	S (Stray Cat)	11/09/2023			0 days.
S2023490	Prue	S (Stray Cat)	11/11/2023			3 weeks.
A2023413	DOA	A (Stray Dog)	11/11/2023			0 days.
S2023488	Star	S (Stray Cat)	11/11/2023			3 weeks.
S2023489	Boi	S (Stray Cat)	11/11/2023			3 weeks.
S2023491	Bindy	S (Stray Cat)	11/15/2023			2 weeks.
S2023492	The Muffy Man	S (Stray Cat)	11/17/2023			2 weeks.
S2023493	Nutmeg	S (Stray Cat)	11/20/2023			2 weeks.
S2023495	Gia	S (Stray Cat)	11/20/2023			2 weeks.
S2023494	Crush	S (Stray Cat)	11/20/2023			2 weeks.
S2023496	Linn	S (Stray Cat)	11/22/2023			1 week.
S2023497	Fuzzy	S (Stray Cat)	11/25/2023			1 week.
S2023498	Cookie	S (Stray Cat)	11/29/2023			1 day.
S2023499	Crisco	S (Stray Cat)	11/29/2023			1 day.
S2023500	Sushi	S (Stray Cat)	11/29/2023			5 days.

Total Cat: 28

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2023401	Bodie	A (Stray Dog)	11/04/2023		*Jeff Westlake* 441 Redish Cir Clewiston FL 33440	0 days.
A2023400	Cabo	A (Stray Dog)	11/04/2023			1 week.
A2023404	Reese	A (Stray Dog)	11/04/2023			1 week.
A2023408	Mr. Cookers	A (Stray Dog)	11/07/2023	*Animal Control Officer Anthony Coppler* 410 W. Arroyo Ave Clewiston FL 33440		6 days.
A2023407	Aero	A (Stray Dog)	11/07/2023	*HCSO* Clewiston FL 33440		6 days.
A2023406	Butter	A (Stray Dog)	11/07/2023			3 weeks.
A2023409	Art	A (Stray Dog)	11/08/2023			1 week.
A2023410	Lawrence	A (Stray Dog)	11/08/2023			3 weeks.
A2023411	Smokey	A (Stray Dog)	11/09/2023	*Animal Control Officer William Jones* 410 West Arroyo Ave Clewiston FL 33440		1 day.
A2023414	Dill	A (Stray Dog)	11/16/2023	*Animal Control Officer William Jones* 410 West Arroyo Ave Clewiston FL 33440		4 days.
A2023415	Kip	A (Stray Dog)	11/19/2023			2 weeks.
D2023108	Brother-2	D (Dog)	11/27/2023			1 week.

D2023111	Brother-5	D (Dog)	11/27/2023			1 week.
D2023110	Brother-4	D (Dog)	11/27/2023			1 week.
D2023109	Brother-3	D (Dog)	11/27/2023			1 week.
D2023107	Baily	D (Dog)	11/27/2023			1 week.
D2023113	Brother-7	D (Dog)	11/28/2023			6 days.
D2023112	Brother-6	D (Dog)	11/28/2023			6 days.
A2023417	Lola	A (Stray Dog)	11/28/2023			6 days.
A2023418	Bishop	A (Stray Dog)	11/30/2023			4 days.

Total Dog: 20

Pig

Code	Name	Type	Brought In	By	Owner	Time On Shelter
O2023002	Mr. Wiggles	Other	11/02/2023			1 day.
O2023003	Google	Other	11/03/2023			0 days.

Total Pig: 2

Total animals: 50

Report: **Animals Inducted by Date and Species**
Generated by Animal Shelter Manager 48u [Mon 04 Dec 2023 12:11:19 PM UTC] at Clewiston Animal Services on 12/04/2023 by tlewis

Call Summary

Clewiston PD
4425 West State Road 80
La Belle, FL 33935 County: Hendry

Year: 2023
Agency Affiliation Police
PSAP Size Extra Large

Report Date:	12/01/2023 02:04:13
Report Date From:	11/01/2023
Report Date To:	11/30/2023
Period Group:	Month
Days Of Week:	All
Call Type:	All
Abandoned Filters:	Include Abandoned
NSI Filters:	Separate NSI Totals
Agency Affiliation:	All
PSAP Size:	All

		November 2023	Total
911	Inbound	361	361
	Abandoned	36	36
	Abandoned %	9.07%	9.07%
	NSI %	13.10%	13.10%
	Unparsed	0	0
	Total	397	397
911 Non-NSI	Inbound	316	316
	Abandoned	29	29
	Abandoned %	8.41%	8.41%
	Total	345	345
911 NSI	Inbound	45	45
	Abandoned	7	7
	Abandoned %	13.46%	13.46%
	Total	52	52
10-Digit Emerg	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
Administrative	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
	Avg Call Duration	57.0	57.0
	Total	397	397

PSAP Ring Time

Clewiston PD
4425 West State Road 80
La Belle, FL 33935 County: Hendry

Month - Year:	November 2023
Agency Affiliation	Police
PSAP Size	Extra Large

Report Date:	12/01/2023 02:04:28
Report Date From:	11/01/2023
Report Date To:	11/30/2023
Period Group:	Month
Time Group:	60 Minute
Time Block:	00:00 - 23:59
Days Of Week:	All
Call Type:	911 Calls
Abandoned Filters:	Include Abandoned
Agency Affiliation:	All
PSAP Size:	All

The PSAP Ring Time Report is representative of the agent's answer time experience. Ring-to-Answer is measured from the time of presentation at the station to the time of agent answer (Ring Seconds Only).

Call Hour	Ring Times In Seconds							Total	Avg. Duration	% with Ring			
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+			≤ 10 Secs	≤ 15 Secs	≤ 20 Secs	≤ 40 Secs
00:00	10	0	0	0	0	0	0	10	57.1	100.00 %	100.00 %	100.00 %	100.00 %
01:00	6	0	0	0	0	0	0	6	39.0	100.00 %	100.00 %	100.00 %	100.00 %
02:00	5	0	0	0	0	0	0	5	73.6	100.00 %	100.00 %	100.00 %	100.00 %
03:00	5	0	1	0	0	0	0	6	43.8	83.33 %	83.33 %	100.00 %	100.00 %
04:00	4	0	1	0	0	0	0	5	103.4	80.00 %	80.00 %	100.00 %	100.00 %
05:00	6	0	0	0	0	0	0	6	31.3	100.00 %	100.00 %	100.00 %	100.00 %
06:00	8	1	1	1	0	0	0	11	56.8	72.73 %	81.82 %	90.91 %	100.00 %
07:00	14	0	0	0	0	0	0	14	41.1	100.00 %	100.00 %	100.00 %	100.00 %
08:00	17	1	0	0	0	0	0	18	41.8	94.44 %	100.00 %	100.00 %	100.00 %
09:00	13	1	1	0	0	0	0	15	53.2	86.67 %	93.33 %	100.00 %	100.00 %
10:00	19	0	0	1	0	0	0	20	56.3	95.00 %	95.00 %	95.00 %	100.00 %
11:00	21	1	0	0	0	0	0	22	57.2	95.45 %	100.00 %	100.00 %	100.00 %
12:00	20	2	0	0	0	0	0	22	51.1	90.91 %	100.00 %	100.00 %	100.00 %
13:00	30	1	0	0	0	0	0	31	78.2	96.77 %	100.00 %	100.00 %	100.00 %
14:00	25	2	0	0	0	0	0	27	67.6	92.59 %	100.00 %	100.00 %	100.00 %
15:00	17	1	0	0	0	0	0	18	77.4	94.44 %	100.00 %	100.00 %	100.00 %
16:00	22	0	0	0	0	0	0	22	51.4	100.00 %	100.00 %	100.00 %	100.00 %
17:00	21	1	1	0	0	0	0	23	40.5	91.30 %	95.65 %	100.00 %	100.00 %
18:00	23	0	0	1	0	0	0	24	52.5	95.83 %	95.83 %	95.83 %	100.00 %
19:00	17	1	0	0	0	0	0	18	30.0	94.44 %	100.00 %	100.00 %	100.00 %
20:00	16	3	1	0	0	0	0	20	62.9	80.00 %	95.00 %	100.00 %	100.00 %
21:00	22	1	0	0	0	0	0	23	63.6	95.65 %	100.00 %	100.00 %	100.00 %
22:00	17	1	0	0	0	0	0	18	57.8	94.44 %	100.00 %	100.00 %	100.00 %
23:00	12	0	1	0	0	0	0	13	75.2	92.31 %	92.31 %	100.00 %	100.00 %
Total:	370	17	7	3	0	0	0	397	57.0	93.20 %	97.48 %	99.24 %	100.00 %
Overall %:	93.20%	4.28%	1.76%	0.76%	0.00%	0.00%	0.00%						

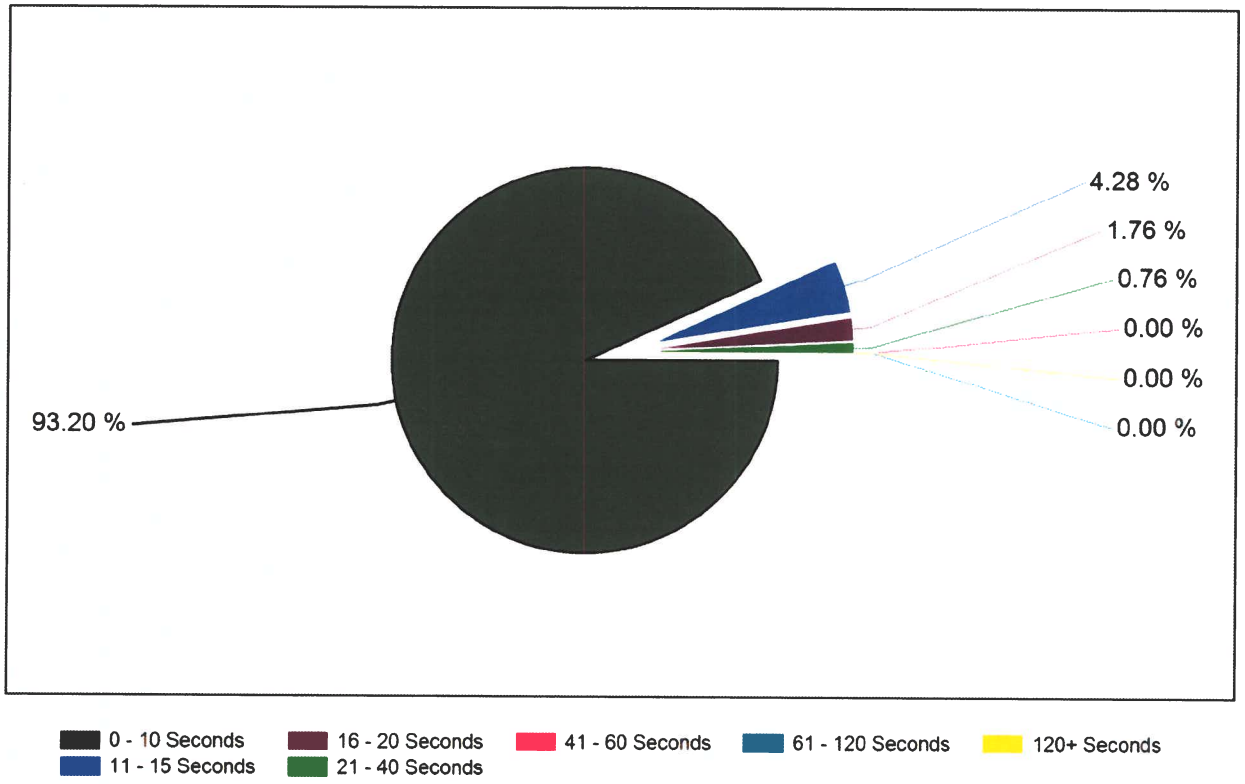
PSAP Ring Time

Clewiston PD
4425 West State Road 80
La Belle, FL 33935 County: Hendry

Month - Year:	November 2023
Agency Affiliation	Police
PSAP Size	Extra Large

Report Date:	12/01/2023 02:04:28
Report Date From:	11/01/2023
Report Date To:	11/30/2023
Period Group:	Month
Time Group:	60 Minute
Time Block:	00:00 - 23:59
Days Of Week:	All
Call Type:	911 Calls
Abandoned Filters:	Include Abandoned
Agency Affiliation:	All
PSAP Size:	All

PSAP Ring Time



CLEWISTON POLICE DEPARTMENT

CHIEF OF POLICE THOMAS LEWIS

Call Type Summary

Date Range: between 10/1/2023 and 10/31/2023

Call Type

-ABANDONED VEHICLE	-FOLLOW UP	-RESIDENCE CHECK
-ALARM	-FOR RECORDING DCF INTAKE REPORTS OF ABUSE	-RIOT
-ANIMAL BITE	-FORGERY / FRAUD	-ROAD OBSTRUCTION
-ANIMAL COMPLAINT	-FOUND/ CONFISCATED NARCOTICS	-ROBBERY
-ANIMAL TRANSPORT	-FUNERAL ESCORT	-SCHOOL CROSSING
-ARMED	-GANG RELATED INCIDENT	-SEARCH WARRANT
-ARSON	-GAS DRIVE OFF	-SEARVING CIVIL PROCESS
-ASSAULT	-GUN SHOTS	-SECURITY CHECK
-ASSIST OTHER AGENCY	-HARRASSING PHONE CALLS	-SEX CRIME
-BAKER/MARCHMAN ACT	-HAZMAT	-SHOOTING
-BATTERY	-HIT AND RUN ACCIDENT	-SHOPLIFTING
-BEVERAGE LAW VIOLATION	-HOMICIDE	-SICK PERSON TRANSPORT MEDICAL EMS
-BOATER CONTACT	-HOSTAGE	-SICK PERSON/AMBULANCE
-BOMB THREAT	-ILLEGAL BURN	-SMOKE
-BRUSH FIRE	-ILLEGAL DUMPING	-SPECIAL DETAIL
-BURGLARY	-INFORMATION	-STABBING
-BURGLARY TO A BUSINESS	-INJUNCTION	-STALKING
-BURGLARY TO A CONSTRUCTION SITE	-JUVENILE SITUATION	-STOLEN VEHICLE
-BURGLARY TO A RESIDENCE	-K-9 USAGE	-STRUCTURE FIRE
-BURGLARY TO A VEHICLE	-KIDNAPPING	-SUICIDE/ ATTEMPTED SUICIDE
-BUSINESS CHECK	-LANDING ZONE	-SUSPICIOUS INCIDENT
-BUSINESS ESCORT	-LEGAL ADVICE	-SUSPICIOUS PERSON
-CHASE	-LEWD LASCIVIOUS BEHAVIOR	-SUSPICIOUS VEHICLE
-CHILD/ELDERLY ABUSE	-LIVESTOCK ON HIGHWAY	-TEST CAD CALL
-CITIZEN ASSIST	-LOITERING	-THEFT
-CITY ORDINANCE VIOLATION	-LOST /STOLEN TAG	-THEFT FROM A BUSINESS
-CIVIL MATTER	-LOST/ FOUND PROPERTY	-THEFT FROM A CONSTRUCTION SITE
-COUNTY ORDINANCE VIOLATION	-MARIJUANA GROW HOUSE	-THEFT FROM A RESIDENCE
-COURT	-MENTALLY ILL PERSON	-TRAFFIC PROBLEM
-CRIMINAL MISCHIEF	-MISSING PERSON	-TRAFFIC STOP
-DECEASED PERSON	-MISSING PERSON RECOVERY	-TRESPASSING
-DEPUTY INFORMATION REF DAMAGED ISSUED PROPERTY	-MULTIPLE AGENCY FIRE	-TROUBLE IN THE JAIL
-DISTURBANCE	-NOISE COMPLAINT	-UNVERIFIED 911
-DOMESTIC DISTURBANCE	-OTHER NOT LISTED	-UNWANTED GUEST
-DROWNING	-PARKING VIOLATION	-VEHICLE ACCIDENT
-DRUG CASE	-PATROL-CITY LIMITS	-VEHICLE ACCIDENT/ DEPT UNIT
-DRUNK DRIVER	-PRISONER IN CUSTODY	-VEHICLE FIRE
-DRUNK PEDESTRIAN	-PRISONER TRANSPORT	-VERIFY VIN
-ELECTRICAL FIRE	-PROWLER	-VICE / GAMBLING
-EMPLOYEE/LABOR TROUBLE	-RANCH/FARM CHECKS	-VIOLATION OF INJUNCTION
-ESCAPE	-RECKLESS DRIVER	-VIOLATION OF PROBATION WITHOUT WARRANT
-FIGHT /AFFRAY	-RECOVERED VEHICLE	-WARRANT
-FLIGHT MISSION	-REPOSSESSION	-WELFARE CHECK

Call Type	# of Calls	Total Time	Average Time
ALARM	28	05 hours 42 mins	00 hours 12 mins
ANIMAL BITE	1	02 hours 13 mins	02 hours 13 mins
ANIMAL COMPLAINT	87	53 hours 34 mins	00 hours 36 mins
ANIMAL TRANSPORT	1	02 hours 49 mins	02 hours 49 mins
ARMED	1	00 hours 0 mins	00 hours 0 mins
ASSIST OTHER AGENCY	47	26 hours 59 mins	00 hours 35 mins
BAKER/MARCHMAN ACT	3	02 hours 28 mins	00 hours 49 mins
BATTERY	3	01 hours 24 mins	00 hours 28 mins
BURGLARY TO A BUSINESS	1	00 hours 20 mins	00 hours 20 mins
BURGLARY TO A VEHICLE	1	00 hours 13 mins	00 hours 13 mins
BUSINESS CHECK	908	36 hours 41 mins	00 hours 2 mins
BUSINESS ESCORT	33	10 hours 40 mins	00 hours 19 mins
CITIZEN ASSIST	109	70 hours 5 mins	00 hours 39 mins
CITY ORDINANCE VIOLATION	3	00 hours 36 mins	00 hours 12 mins
CIVIL MATTER	7	02 hours 33 mins	00 hours 22 mins
CRIMINAL MISCHIEF	7	01 hours 38 mins	00 hours 14 mins
DECEASED PERSON	1	03 hours 50 mins	03 hours 50 mins
DISTURBANCE	20	08 hours 34 mins	00 hours 26 mins
DOMESTIC DISTURBANCE	2	02 hours 47 mins	01 hours 24 mins
DRUNK DRIVER	2	02 hours 27 mins	01 hours 13 mins
DRUNK PEDESTRIAN	1	00 hours 15 mins	00 hours 15 mins
FIGHT /AFFRAY	4	01 hours 36 mins	00 hours 24 mins
FOLLOW UP	15	03 hours 38 mins	00 hours 15 mins
FORGERY / FRAUD	3	02 hours 41 mins	00 hours 54 mins

Call Type Summary

Date Range: between 10/1/2023 and 10/31/2023

Call Type	# of Calls	Total Time	Average Time
HIT AND RUN ACCIDENT	2	00 hours 38 mins	00 hours 19 mins
INFORMATION	19	11 hours 7 mins	00 hours 35 mins
JUVENILE SITUATION	6	01 hours 27 mins	00 hours 15 mins
LANDING ZONE	1	00 hours 17 mins	00 hours 17 mins
LEGAL ADVICE	12	03 hours 16 mins	00 hours 16 mins
LIVESTOCK ON HIGHWAY	1	00 hours 7 mins	00 hours 7 mins
LOITERING	2	01 hours 51 mins	00 hours 56 mins
LOST /STOLEN TAG	2	00 hours 18 mins	00 hours 9 mins
LOST/ FOUND PROPERTY	13	07 hours 60 mins	00 hours 37 mins
MENTALLY ILL PERSON	1	00 hours 3 mins	00 hours 3 mins
MISSING PERSON	1	00 hours 22 mins	00 hours 22 mins
NOISE COMPLAINT	10	01 hours 37 mins	00 hours 10 mins
OTHER NOT LISTED	1	N/A	N/A
PARKING VIOLATION	7	00 hours 56 mins	00 hours 7 mins
PRISONER TRANSPORT	22	20 hours 41 mins	00 hours 56 mins
PROWLER	1	01 hours 28 mins	01 hours 28 mins
RECKLESS DRIVER	3	00 hours 24 mins	00 hours 8 mins
RECOVERED VEHICLE	1	01 hours 54 mins	01 hours 54 mins
REPOSSESSION	2	00 hours 14 mins	00 hours 7 mins
RESIDENCE CHECK	489	03 hours 42 mins	00 hours 1 mins
ROAD OBSTRUCTION	6	02 hours 12 mins	00 hours 22 mins
SECURITY CHECK	9	01 hours 38 mins	00 hours 11 mins
SHOPLIFTING	1	01 hours 28 mins	01 hours 28 mins
SICK PERSON/AMBULANCE	21	06 hours 34 mins	00 hours 19 mins
SMOKE	7	03 hours 59 mins	00 hours 34 mins
SPECIAL DETAIL	7	20 hours 36 mins	02 hours 57 mins
STABBING	1	00 hours 36 mins	00 hours 36 mins
STOLEN VEHICLE	3	03 hours 39 mins	01 hours 13 mins
SUSPICIOUS INCIDENT	16	07 hours 24 mins	00 hours 28 mins
SUSPICIOUS PERSON	73	17 hours 55 mins	00 hours 15 mins
SUSPICIOUS VEHICLE	41	06 hours 51 mins	00 hours 10 mins
TEST CAD CALL	1	00 hours 1 mins	00 hours 1 mins
THEFT	3	03 hours 59 mins	01 hours 20 mins
THEFT FROM A BUSINESS	1	01 hours 1 mins	01 hours 1 mins
TRAFFIC PROBLEM	2	02 hours 40 mins	01 hours 20 mins
TRAFFIC STOP	120	25 hours 44 mins	00 hours 13 mins
TRESPASSING	10	05 hours 43 mins	00 hours 34 mins
UNVERIFIED 911	13	02 hours 59 mins	00 hours 14 mins
UNWANTED GUEST	20	06 hours 7 mins	00 hours 18 mins
VEHICLE ACCIDENT	11	07 hours 54 mins	00 hours 43 mins
VEHICLE ACCIDENT/ DEPT UNIT	1	00 hours 36 mins	00 hours 36 mins
VEHICLE FIRE	3	01 hours 46 mins	00 hours 35 mins
VERIFY VIN	1	00 hours 5 mins	00 hours 5 mins
WARRANT	2	02 hours 16 mins	01 hours 8 mins
WELFARE CHECK	18	06 hours 60 mins	00 hours 23 mins