



**CITY OF CLEWISTON**  
115 West Ventura Avenue  
Clewiston, Florida 33440

## **SPECIAL COMMISSION MEETING AGENDA**

**Monday, April 29, 2024 – 3:00 p.m.**

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**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 only on any of the agenda items below.

### **MISCELLANEOUS ACTION AND DISCUSSION ITEMS**

#### **1. Police Department Representation Petition Discussion**

### **RESOLUTIONS**

- 2. Resolution No. 2024-019** – Resolution No. 2024-019 approves Zep Construction, Inc. Change Order No. 12, subject to FDOT approval, for additional construction related services to complete project details not included in the original scope but necessary to address specific needs for the Bridge Over C-21 Canal Project.

**Exhibit:** Agenda Item No. 2

**Recommendation:** Recommended motion is to approve Resolution No. 2024-019.

- 3. Resolution No. 2024-027** – Resolution No. 2024-027 approves the contract for financial assistance between the City of Clewiston and Florida Rural Water Association (FRWA) for Lead Service Line Inventory assistance.

**Exhibit:** Agenda Item No. 3

**Recommendation:** Recommended motion is to approve Resolution No. 2024-027.

- 4. Resolution No. 2024-028** – Resolution No. 2024-028 authorizes the Mayor to execute an agreement between the City of Clewiston and the YMCA of Southwest Florida, Inc. to Operate Summer Camp, which agreement provides for summer camp programs to children ages 5 to 12 years old.

**Exhibit:** Agenda Item No. 4  
**Recommendation:** Recommended motion is to approve Resolution No. 2024-028.

5. **Resolution No. 2024-029** – Resolution No. 2024-029 approves the re-appointment of Scott Jones and the appointments of Ramon L. Carroll, Kersten Maxson and Lisa Walker to the Community Redevelopment Advisory Board (CRAB).

**Exhibit:** Agenda Item No. 5  
**Recommendation:** Recommended motion is to approve Resolution No. 2024-029.

6. **Resolution No. 2024-030** – Resolution No. 2024-030 approves revisions to the Employee Classification Document for the Recreation and Administration and Finance Departments.

**Exhibit:** Agenda Item No. 6  
**Recommendation:** Recommended motion is to approve Resolution No. 2024-030.

## 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**  
**Special City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 2**  
**Commission Meeting Date: April 29, 2024**

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**Subject: Resolution No. 2024-019**

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- 1. Background/History:** Resolution No. 2024-019 approves Zep Construction, Inc. Change Order No. 12, subject to FDOT approval, for fees for additional construction related services for additional existing parking lot modifications to maximize the parking lot spaces and update the traffic flow for the Bridge Over C-21 Canal Project.
- 2. Financial Impact:** \$342,469.68
- 3. Attachments:**
  - a. Resolution No. 2024-019
  - b. Change Order No. 12
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-019.

## RESOLUTION 2024-019

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING ZEP CONSTRUCTION, INC. CHANGE ORDER NO. 12 FOR FEES FOR ADDITIONAL CONSTRUCTION RELATED SERVICES TO COMPLETE PROJECT DETAILS NOT INCLUDED IN THE ORIGINAL SCOPE BUT NECESSARY TO ADDRESS SPECIFIC NEEDS FOR THE BRIDGE OVER C-21 CANAL PROJECT.**

**WHEREAS**, the City of Clewiston ("City") issued Bid No. 2022-01 for construction services in connection with the Bridge Over C-21 Canal, Clewiston, Florida; and

**WHEREAS**, the contract for construction services in connection with the Bridge Over C-21 Canal Project was awarded to Zep Construction, Inc. on March 21, 2022; and

**WHEREAS**, Change Order No. 1 for additional construction related services for the creation, manufacturing, and installation of decorative MSE wall panels to be utilized in the bridge construction was approved on May 16, 2022; and

**WHEREAS**, Change Order No. 2 for additional construction related services to hoist equipment and material with crane across the C-21 Canal was approved on February 20, 2023; and

**WHEREAS**, Change Order No. 3 for additional construction related services to provide a route for bringing electricity for the lighting of future signage on the MSE wall was approved on August 21, 2023; and

**WHEREAS**, Change Order Nos. 4-11 for fees for construction related services originally approved spent on items requested through the City Manager approved on February 19, 2024; and

**WHEREAS**, Change Order No. 12 is necessary for fees for additional construction related services for additional existing parking lot modifications to maximize parking lot spaces and update the traffic flow.

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

**SECTION 1.** Zep Construction, Inc. Change Order No. 12 for fees for additional construction related services for additional existing parking lot modifications to maximize parking lot spaces and update the traffic flow is approved, subject to FDOT approval.

**SECTION 2.** The Mayor is hereby authorized to execute Change Order No. 12 on behalf of the City.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 29<sup>th</sup> day of April, 2024.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

# CHANGE ORDER

No. 12

DATE OF ISSUANCE April 24, 2024

EFFECTIVE DATE \_\_\_\_\_

OWNER City of Clewiston  
 CONTRACTOR Zep Construction, Inc.  
 Contract Bridge Over C-21 Canal  
 Project: Bridge Over C-21 Canal - FPN 445843 I 54 01  
 OWNER'S Contract No.: \_\_\_\_\_ CONTRACTOR'S Contract No.: \_\_\_\_\_

You are directed to make the following changes in the Contract Documents:

Description: Adding \$ 342,469.68 to contract.

**Reason for Change Order:** Additional existing parking lot modifications have been added to the scope of the construction services. This will maximize the parking lot spaces and update the traffic flow. See Exhibit A for the anticipated items.

**Attachment(s):** Exhibit A to Change Order No. 12

Cost proposal submitted by Zep Construction, Inc. to perform the above-mentioned work.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>4,151,578.37</u>
Net Increase from previous Change Orders No. <u>01</u> to <u>11</u> : \$ <u>120,535</u>
Contract Price prior to this Change Order: \$ <u>4,272,113.15</u>
Net increase (decrease) of this Change Order: \$ <u>342,469.68</u>
Contract Price with all approved Change Orders: \$ <u>4,614,582.83</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>481</u> Ready for final payment: <u>511</u> (days or dates)
Net Change from Previous Change Order No. <u>01</u> to No. <u>11</u> : Substantial Completion: <u>90</u> Ready for final payment: <u>90</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>162</u> Ready for final payment: <u>162</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>733</u> Ready for final payment: <u>763</u> (days or dates)

RECOMMENDED:  
ZEP CONSTRUCTION, INC.

APPROVED:  
CITY OF CLEWISTON

APPROVED:  
CITY OF CLEWISTON

By: \_\_\_\_\_  
 CONTRACTOR  
 (Authorized Signature)  
 Doug Hendrickson, Engineer/Estimator

By: \_\_\_\_\_  
 OWNER  
 (Authorized Signature)  
 Danny Williams,  
 Interim City Manager

By: \_\_\_\_\_  
 OWNER  
 (Authorized Signature)  
 James Pittman, City Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A to Change Order 12

**Proposal**

**From:** Zep Construction, Inc.  
 7802 Jean Blvd  
 Fort Myers, FL 33967  
 Phone: 239-267-8778  
 Fax: 239-267-7907

**Project:** HENDRY C-21 CANAL FINAL PRIC  
**Description:** Bridge Over C-21 Canal  
 Additional Prices for Option

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
<b>GENERAL</b>				
101-1 MOBILIZATION	1.000	LS	61,081.00	\$61,081.00
102-1 MAINTENANCE OF TRAFFIC	1.000	LS	2,390.00	\$2,390.00
104-10-3 STAKED SILT FENCE	550.000	LF	3.59	\$1,974.50
TEST-1 TESTING & QUALITY CONTROL	1.000	LS	3,197.00	\$3,197.00
ASB-1 AS-BUILTS	1.000	LS	2,390.00	\$2,390.00
SURVEY-1 SURVEYING & LAYOUT	1.000	LS	1,387.00	\$1,387.00
<b>GENERAL TOTAL</b>			<b>Section Total:</b>	<b>\$72,419.50</b>
<b>PARKING LOT WORK - OPTION #1</b>				
9999-2 SEALCOATING	18,060.000	SY	2.75	\$49,665.00
711-1.1 STRIPING, PAINT	10,164.000	LF	2.87	\$29,170.68
711-2.1 STRIPING, PATHS/WALKS, PAINT	580.000	LF	2.87	\$1,664.60
711-3.1 STRIPING, HATCHED AREAS, PAINT	301.000	SY	14.54	\$4,376.54
711-4.1 STRIPING, DIRECTIONAL ARROWS, PAINT	24.000	EA	57.36	\$1,376.64

Exhibit A to Change Order 12

**Proposal**

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
9999-3.1 PARKING BUMPERS,F&I,NEW	39.000	EA	124.75	\$4,865.25
9999-3.2 PARKING BUMPERS,F&I,NEW,DAMAGED DURING REMOVAL	1.000	EA	124.75	\$124.75
<b>PARKING LOT WORK TOTAL - OPTION #1</b>			<b>Section Total:</b>	<b>\$91,243.46</b>
<b>PAVEMARKINGS, SIGNS, LIGHTING, OPTION #1</b>				
711-11-125 THERMO.STD,WHT.,24" STOP BAR	15.000	LF	10.76	\$161.40
711-11-123 THERMO.,STD.,WHT,12",CROSSWALK	50.000	LF	5.38	\$269.00
711-11-125.1 THERMO.,STD.,WHT.,12",YIELD BAR	14.000	LF	14.34	\$200.76
711-16-201 THERMO.,STD.,YELL.,SOLID,6"	0.182	GM	15,056.00	\$2,740.19
711-16-101 THERMO.,STD.,WHT.,SOLID,6"	0.462	GM	15,580.00	\$7,193.29
711-11-160 THERMO.,STD.,MESSAGE OR SYMBOL ONLY	1.000	EA	115.00	\$115.00
711-11-170 THERMO.,STD.,ARROWS,LEFT/RIGHT	1.000	EA	115.00	\$115.00
706-3 REFLECTIVE PAVEMENT MARKERS (Y/Y)	49.000	EA	14.34	\$702.66
711-999 REMOVAL OF EXISTING STRIPING (If Required)	1.000	TRIP	2,478.00	\$2,478.00
700-999 CAST ALUM SIGNS,7' DIA., F&I	4.000	EA	24,979.00	\$99,916.00
715-999 SIGN LIGHT FIXTURES (ALLOWANCE)	4.000	EA	1,000.00	\$4,000.00
715-999.1 SIGN LIGHTING WIRING,CONDUIT SWITCHES, MISC.	4.000	EA	1,793.00	\$7,172.00
<b>PAVEMENT MARKINGS, SIGNS, LIGHTING, OPTION #1 TOTAL</b>			<b>Section Total:</b>	<b>\$125,063.30</b>
<b>SELECTED OPTION #2 WORK</b>				



# Proposal

## Exhibit A to Change Order 12

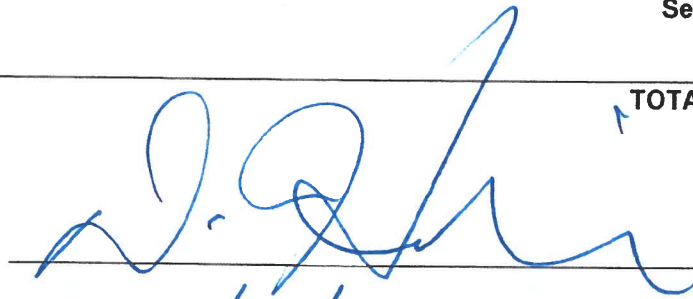
ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
104-18-#2 INLET PROTECTION SYSTEM	1.000	EA	359.00	\$359.00
110-1-1-#2 CLEARING & GRUBBING	1.000	LS	2,988.00	\$2,988.00
120-1-#2 EXCAVATION	319.500	CY	21.55	\$6,885.23
160-4-#2 STABILIZATION, TYPE B	500.000	SY	15.12	\$7,560.00
285-706-#2 8" LIMEROCK	500.000	SY	14.20	\$7,100.00
334-1-13-#2 STRUCTURAL ASPH., 3", SP-12.5	500.000	SY	52.88	\$26,440.00
711-1-#2 STRIPING, PAINT	557.000	LF	2.87	\$1,598.59
9999-3-#2 PARKING BUMPERS - RELOCATE EXISTIN	17.000	EA	47.80	\$812.60

### SELECTED OPTION #2 WORK TOTAL

Section Total: **\$53,743.42**

**TOTAL BID: \$342,469.68**

Signature: \_\_\_\_\_



4/19/24

### BID NOTES:

1. Prices are valid for 30 days.
2. Fabrication time for the 7' diameter aluminum signs is approximately 6 to 8 weeks from approved concept drawings.
3. A \$38,000 deposit will be required prior to beginning concept design of the 7' diameter signs.
4. We anticipate that the proposed construction will take 6 to 8 weeks, not including the procurement and installation of the aluminum signs and the light fixtures.
5. I included an allowance of \$4000 for the (4) sign lighting fixtures. Owner/EOR would need to advise on exact fixture to be used. Fabrication time could be an issue depending on what is selected.
6. All conflicting utilities would need to be relocated, by others, prior to construction.
7. The elimination of some work items may affect the unit prices of other work items.
8. I don't believe we could certify that the sealcoating work would be done in accordance with any FDOT specification.
9. Parking lot striping is paint. Not thermoplastic.
10. Prices are based on plan sheets provided by EOR, and other miscellaneous information.
11. Final payment will be based on field measured quantities.
12. Litter removal from previously completed work areas is not included.
13. Watering and maintenance of previously completed sod work is not included.
14. Change order to include whatever additional time is needed to do this added work.

**CITY OF CLEWISTON**  
**Special City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 3**  
**Commission Meeting Date: April 29, 2024**

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**Subject: Resolution No. 2024-027**

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1. **Background/History:** Resolution No. 2024-027 approves the contract for financial assistance between the City of Clewiston and Florida Rural Water Association (FRWA) for Lead Service Line Inventory assistance.

According to Federal Rule 40 CFR 141, the city is required to perform a Lead Service Line Inventory, and identify the pipe line material that comprises the city's water distribution service territory. Financial assistance is available from the State, through Florida Rural Water Association (FRWA), to compensate third parties for the performance of these services. Resolution No. 2024-027 authorizes an agreement between the city and FRWA for the financial assistance from the State. FRWA and the contractor(s) selected by the city will enter into separate agreements, a copy of the agreement is attached for the commission's information.

The City Attorney has reviewed both agreements.

2. **Financial Impact:** none
3. **Attachments:**
  - a. Resolution No. 2024-027
  - b. FRWA Lead Service Line Inventory Assistance Agreement
  - c. FRWA Lead Service Line Inventory Records Search, Required Field Verification, and Inventory Agreement
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-027.

**RESOLUTION NO. 2024-027**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE CONTRACT FOR FINANCIAL ASSISTANCE BETWEEN THE CITY OF CLEWISTON AND FLORIDA RURAL WATER ASSOCIATION.**

**WHEREAS**, the City is required to perform a Lead Service Line Inventory of its water distribution system; and

**WHEREAS**, Florida Rural Water Association offers financial assistance to eligible cities for the performance of the work; and

**WHEREAS**, Clewiston now wishes to contract with Florida Rural Water Association for Lead Service Line Inventory assistance.

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

**SECTION 1.** The attached FRWA Lead Service Line Inventory Assistance Agreement is hereby approved.

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

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 29th day of April, 2024.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
Mary K. Combass, City Clerk

\_\_\_\_\_  
James Pittman, Mayor

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Dylan J. Brandenburg, City Attorney

## FRWA Lead Service Line Inventory Assistance Agreement for Utilities with Service Area Less Than 10,000 Population

City of Clewiston Utility Name here (hereafter referred to as "Utility") requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA Lead Service Line Inventory Assistance.

### **BACKGROUND**

The Lead and Copper Rule Revisions (LCRR) at 40 CFR 141.84 require community and nontransient noncommunity public water systems to complete lead service line (LSL) inventories by October 16, 2024. These inventories require 4 steps by the utility:

1. Records Search
2. Visually Verify All Service Lines without Record Documentation
3. Complete and Submit EPA Spreadsheet for All Service Lines to FDEP
4. Notification to Customers

As a water system with a service area population of less than 10,000, FRWA will assist the Utility with steps 1 through 3: Records Search, Visually Verify All Service Lines without Record Documentation, Complete and Submit EPA Spreadsheet for All Service Lines.

### **UTILITY RESPONSIBILITIES REGARDING RECOMMENDED WORKER OR BUSINESS**

The Utility will recommend a worker or business to do the steps who has a local business license (where required by municipality or county), General Liability Insurance and Worker's Compensation (where required by state law). A worker or business can be chosen for all of steps 1 through 3 or separate workers/businesses can be chosen, one for steps 1 and 3 (Computer Worker) and/or a different worker/business for step 2 (Field Worker). All 3 steps must be completed. Employees of the Utility are not eligible to be recommended workers.

FRWA will procure an Agreement with the Utility's recommended worker or business and pay the worker/business for the work performed for the Utility.

The Utility will review the EPA Spreadsheet ([https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template\\_FINAL\\_0.xlsx](https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template_FINAL_0.xlsx)) before, during and after the tasks are performed by the Utility's recommended worker/business. The Utility is fully responsible for ensuring that all necessary data is obtained and input on the EPA Spreadsheet for submittal to FDEP. All required Lead Service Line Inventory documents will be submitted by the Utility to FDEP before October 16, 2024, and will be verified and signed by an official Water System Agent of the Utility. Signature by the Utility on the FDEP submittal confirms to FDEP and FRWA that the Utility approves the work of the worker or business and the reports submitted based on this work.

The Utility will provide the following to the worker or business:

- A list or spreadsheet with addresses of all service connections served by the Utility and an ID Number for each service connection.
- Areas that are known to have previously been determined to have lead service lines or lead connectors/goosenecks.
- a map of the Utility Service Area.

The worker or business will submit the required Deliverables to the Utility and to FRWA. The Utility shall be responsible for notifying FRWA if there are discrepancies or information missing in the Deliverables.



FRWA is providing this Lead Service Line Inventory Assistance as a service to the Utility to assist the Utility in meeting the Utility's requirements for the Lead and Copper Rule Revisions, 40 CFR 141.84. The Utility bears responsibility for meeting these requirements and the Utility must provide all help necessary for completion of work by the Utility's recommended worker/business. This will require helping the worker/business have access to some meters, coordinating work between workers where two workers have been recommended, and any other information or communication needs of the workers.

**UTILITY SCHEDULE RESPONSIBILITIES**

FRWA must be notified of DEP approval of the Utility's Lead Service Line Inventory within one week of receiving the written approval.

Where the Utility chooses a separate Computer Worker and/or Field Worker, the Utility will be responsible for meeting the following schedule in providing spreadsheets completed by the worker or business.

1. The field data input spreadsheet completed by the Computer Worker must be provided to the Field Worker no later than May 30, 2024.
2. The completed field data spreadsheet completed by the Field Worker must be provided to the Computer Worker no later than August 31, 2024.

With respect to the obligations of both the Utility and FRWA, time is of the essence of this Agreement. No extension of time will be valid without FRWA's written consent after a written request is made by the Utility. If the Utility fails to meet the preceding schedule requirements, and fails within three days after receipt of written notice to correct such default, FRWA may, after three days following receipt by the Utility of an additional written notice and without prejudice to any other remedy FRWA may have, terminate this Agreement. The Utility will bear responsibility for unpaid balances to the Utility's recommended worker or business if the Agreement is terminated.

This agreement is made upon the express condition that the Utility agrees to hold the Florida Rural Water Association, its agents, employees, and sub-consultants harmless for any loss, damage, expense, cost, or legal liability. The Utility agrees to be responsible for the accuracy of the data submitted to the Florida DEP and EPA.

**Utility:**

**Signature:** \_\_\_\_\_

**Name:** James Pittman

**Title:** Mayor

**Date:** \_\_\_\_\_

**Mailing Address:** 115 W. Ventura Ave, Clewiston, FL 33440

**Phone:** 863-983-1484

**Email:** james.pittman@clewiston-fl.gov



**INFORMATION REQUIRED TO BE PROVIDED FROM THE UTILITY WITH THIS SIGNED AGREEMENT:**

Total Number of Service Connections: 3,728

**Worker or Business to be Used for Lead Service Line Inventory (cannot be an employee of the Utility)**

Worker or Business Name: Aqua Meter Consultants LLC

Contact Name: Nicole Bowden

Address: 325 Kuwe Trl

Hinesville, GA 31313

Email: nbowden@agua-meter.net

Phone: 912-224-5136

Field and Computer Worker/Business     Computer Worker/Business Only     Field Worker/Business Only

**Additional Worker or Business Information (if using separate workers or businesses for computer work and field work). Also cannot be an employee of the Utility.**

Worker or Business Name: Johnson Engineering Inc.

Contact Name: Dave Trouteaud, P.E.

Address: POB 1550

Ft. Myers, FL 33902

Email: DRT@johnsoneng.com

Phone: 239-461-2438

Computer Worker/Business Only     Field Worker/Business Only



## FRWA Lead Service Line Inventory Records Search, Required Field Verification, and Inventory Template Completion

This Agreement is made between Florida Rural Water Association (FRWA) and Aqua Meter Consultants, LLC (Worker or Business) for Lead Service Line Inventory Records Search, Required Field Verification, and Inventory Template Completion as required by 40 CFR 141.84.

### **BACKGROUND**

City of Clewiston \_\_\_\_\_ (hereafter referred to as "Utility") has requested FRWA's assistance with EPA/FDEP Lead Service Line Inventory requirements. The Lead and Copper Rule Revisions (LCRR) at 40 CFR 141.84 require community and nontransient noncommunity public water systems to complete lead service line (LSL) inventories by October 16, 2024. These inventories require 4 steps by the Utility:

1. Records Search
2. Field Visual Verification of All Service Lines that are without Record Documentation
3. Complete and Submit EPA Spreadsheet for All Service Lines  
([https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template\\_FINAL\\_0.xlsx](https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template_FINAL_0.xlsx))
4. Notification to Customers with Lead Service Line Removal Plan, If Lead is Found

The Worker or Business will assist the FRWA Member with Steps 1, 2 and 3 shown above.

### **SCOPE OF WORK**

The Worker or Business will need to be provided with the following from the Utility:

- A list or spreadsheet with addresses of all service connections served by the Utility.
- Areas that have previously been determined to have lead service lines or lead connectors/goosenecks.
- A map of the Utility Service Area.

Records Search shall provide any available documentation on service line material. The following sources of information will be reviewed for documentation:

- Historical records on date of construction of service. Documentation of construction after January 18, 1989, will be verification of a material other than lead due to the 1989 state lead ban.
- All construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials used to connect structures to the distribution system.
- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, and standard operating procedures.
- All inspections and records of the distribution system that indicate the material of the service lines.
- Any other documentation verifiable and accepted by FDEP.

Field Visual Verification of All Service Lines that are without Record Documentation will include uncovering and photographing the designated service lines at the meter box on both the Utility's side of the meter and the Customer's side of the meter. If the service lines on either the Utility's side or the Customer's side cannot be observed within the meter box, the worker will uncover the line directly next to the meter box with as little disturbance to property as possible. For metal, silver service lines, the type of material will be confirmed with a magnet and/or by scratching the line. Where there is more than one service line for the same meter, the Worker or Business will uncover and photograph all service lines.



For this Agreement, 100% of service lines, that did not have materials documented through the Records Search, will be verified on both the Utility and Customer side of the line. If a PDF map of the service line locations is available, this will be provided to the Worker or Business by the Utility.

The EPA Spreadsheet / Template for All Service Lines ([https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template\\_FINAL\\_0.xlsx](https://www.epa.gov/system/files/documents/2022-08/Inventory%20Template_FINAL_0.xlsx)) is to be completed based on information from the Records Search and the information provided from the Field Visual Verification.

## **DELIVERABLES**

The Worker or Business will provide the following Deliverables to the Utility and to FRWA upon completion of the Deliverable:

### **1. RECORDS SEARCH**

A list of all service lines with service line address, ID Number (if applicable) and the following information:

1. Date of development of the property with documentation source.
2. Any documentation of service line material where the service line material has been determined through the Records Search with a summary of the documentation.

The documentation sources must be verifiable. The Worker or Business must demonstrate and certify that all possible sources of information have been requested and reviewed.

### **2. FIELD VERIFICATION**

For all service lines that did not have service line material documentation in the Records Search, a spreadsheet or list will be provided with the following information for each service line:

- Service Line address and ID number (if the Utility has ID numbers).
- Service Line size on both Utility Side and Customer side
- Date of verification.
- Whether the service location is a daycare, school, or multifamily home.
- Material of Utility service line.
- Material of Customer service line
- Observed presence of any lead connectors, lead in the solder of the service line, or other fittings and equipment that contains lead connected to the service line.
- Building type connected to the service line (e.g., Single Family Residence, Commercial Building, etc).
- A picture of both the Utility service line and Customer service line for each address with the address identified on each picture.

### **3. INVENTORY TEMPLATE COMPLETION**

The fully completed EPA Inventory Template for every service line in the Utility for FDEP. A picture of the lines checked for each address, as provided, will be attached to the spreadsheet with the address identified on each picture.

## **COMPENSATION**

The Worker or Business will receive compensation for services described in this Agreement following submittal of each of the preceding Deliverables as follows:





<b>Deliverable (see Deliverable description above)</b>	<b>Compensation</b>	<b>10% Retainage Held</b>
1. Records Search	\$10/location for all locations to be listed on Lead Service Line Inventory Template form plus \$2/location that has sufficient documentation to eliminate location from Field Verification requirement.	No
2. Field Verification	\$40/location field verified	Yes
3. Inventory Template Completion	\$10/location for all locations listed on EPA Lead Service Line Inventory Template form	Yes
<i>Retainage will be paid upon receipt of FDEP written approval of Lead Service Line Inventory forms. Written approval must be submitted with invoice for retainage.</i>		

Upon completion of each Deliverable, the Worker or Business shall submit each Deliverable to FRWA with the Deliverable payment invoice. Each invoice must include the following information:

- Worker or Business name, address, email, phone number contract person
- Date of invoice
- Utility name and address
- Performance time period for invoiced work
- Description of service and number of locations completed for invoiced work.

For the Field Verification only, interim monthly invoices can be submitted for a minimum of 400 locations. The Field Verification interim monthly invoices cannot be submitted more often than once per month and each one must include all the information listed in the preceding Field Verification Deliverable.

For Deliverables 2 and 3, FRWA will retain 10% of Invoice Payment. Upon Utility's receipt of FDEP written approval of Lead Service Line Inventory forms, the Worker or Business will submit the final payment request to FRWA for 10% of Total Compensation with a copy of the FDEP written approval. Final Payment will not be made prior to FRWA receipt of FDEP written approval of Lead Service Line Inventory forms. The Worker or Business agrees that FRWA will have the authority to reject work if documentation of Records Search or field verification is insufficient.

Invoices can be submitted to [LSLI@frwa.net](mailto:LSLI@frwa.net).

### **SCHEDULE**

The Worker or Business's date of commencement is the date of the final signature on this Agreement. Work will be completed within 90 days and no later than September 30, 2024.

With respect to the obligations of both the Worker or Business and FRWA, time is of the essence of this Agreement. No extension of time will be valid without FRWA's written consent after a written request is made by the Worker or Business.



## **AGREEMENT STIPULATIONS**

The Worker or Business shall cooperate with FRWA in scheduling and performing the Worker or Business's Work to avoid conflict, delay in or interference with operations of the Utility being served.

The Worker or Business will take necessary precautions to protect property of Utility customers.

The Worker or Business shall provide a completed W-9 form to FRWA.

The Worker or Business shall provide certificates of

- General Liability Insurance with a \$1 million per occurrence limit and a \$2 million aggregate limit.
- Workers Compensation Insurance as required by state law.

To the fullest extent permitted by law, the Worker or Business shall indemnify and hold harmless FRWA and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Worker or Business's work under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contract, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a part indemnified hereunder.

FRWA may make changes in the Work by issuing a Modification to the Agreement. The Worker or Business shall not perform Work which would be inconsistent with changes made by the Modification subsequent to issuance of the Modification.

The Worker or Business shall make all requests promptly to FRWA for additional cost and extensions of time. No changes to cost and time in this Agreement will be honored without executed response to the request from FRWA.

Any claim arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and the American Arbitration Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Tallahassee, FL, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the Worker or Business persistently or repeatedly fails or neglects to carry out Work in accordance with the Agreement documents and fails within three days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, FRWA may, after three days following receipt by the Worker or Business of an additional written notice and without prejudice to any other remedy FRWA may have, terminate the Agreement and finish the Worker or Business's Work by whatever method FRWA may deem expedient. If the unpaid balance of the Agreement exceeds the expense of finishing the Worker or Business's Work and other damages incurred by FRWA and not expressly waived, such excess will be paid by the Worker or Business to FRWA.

Upon receipt of written termination, the Worker or Business shall cease operation as directed by FRWA in the notice and take actions necessary, or that FRWA may direct, for the protection and preservation of the Work. In case of such termination, the Worker or Business shall be entitled to receive payment for Work executed and accepted by FRWA.



IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms and conditions stated herein, effective as of the date of the last signature shown below. All other provisions of the referenced Agreement shall remain in effect unless subsequently changed in writing and signed by both parties.

**WORKER OR BUSINESS:**

**Signature:** Nicole E. Bowden

**Name:** Nicole Bowden

**Title:** CFO

**Date:** 04/23/2024

**Phone:** 912-224-5136

**Email:** nbowden@aqua-meter.net

**Required Attachments:**

- Completed W-9
- General Liability Insurance certificate
- Workers Compensation certificate (where required by state law – construction contractor or have 4 or more employees)









# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/23/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY 225 Kenneth Drive Rochester, NY 14623	<b>CONTACT NAME:</b> Brooke Knutson	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID:</b>		
<b>INSURED</b> Aqua Meter Consultants, LLC 325 Kuwe Trl Hinesville, GA 31313-5715	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> NorGUARD Insurance Company		31470
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
<b>LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b> Location: 325 Kuwe Trl Hinesville, GA 31313-5715 Bldg #001: Plumbing (Office) - 7578101		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	AQBP598541	03/15/2024	03/15/2025	BUILDING	\$ 0	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$ 500,000
	<input type="checkbox"/> BASIC				BUILDING 1000	BUSINESS INCOME	\$ *
	<input type="checkbox"/> BROAD				CONTENTS	EXTRA EXPENSE	\$ *
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	\$ n/a
	<input type="checkbox"/> WND					BLANKET PERS PROP	\$ n/a
	<input type="checkbox"/> FLOOD					BLANKET BLDG & PP	\$ n/a
							\$
							\$
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS				\$		
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER			\$		
					\$		
	<input type="checkbox"/> CRIME				\$		
	TYPE OF POLICY				\$		
					\$		
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		
					\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\* Actual Loss Sustained up to 12 months

<b>CERTIFICATE HOLDER</b> City of Clewiston 141 Central Avenue Clewiston, FL 33440	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**CITY OF CLEWISTON**  
**Special City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 4**  
**Commission Meeting Date: April 29, 2024**

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**Subject: Resolution No. 2024-028**

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- 1. Background/History:** Resolution No. 2024-028 authorizes the Mayor to execute an agreement between the City of Clewiston and the YMCA of Southwest Florida, Inc. to Operate Summer Camp, which agreement provides for summer camp programs to children ages 5 to 12 years old.
- 2. Financial Impact:** None
- 3. Attachments:**
  - a. Resolution No. 2024-028
  - b. Agreement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-028.

**RESOLUTION NO. 2024-028**

**A RESOLUTION OF CITY OF CLEWISTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF CLEWISTON, FLORIDA, AND THE YMCA OF SOUTHWEST FLORIDA, INC. TO OPERATE SUMMER CAMP, WHICH AGREEMENT PROVIDES FOR SUMMER CAMP PROGRAMS TO CHILDREN AGES 5 TO 12 YEARS OLD.**

**WHEREAS**, the City of Clewiston and the YMCA of Southwest Florida, Inc. recognize that quality summer programs are a critical need; and

**WHEREAS**, the City of Clewiston is willing to provide facilities to house such programs subject to terms and conditions of the Agreement; and

**WHEREAS**, the parties desire a maximum degree of cooperation in order to provide effective summer camp programs consisting of quality educational, nutritional, and recreational options; and

**WHEREAS**, the City of Clewiston has determined that the YMCA of Southwest Florida, Inc. is a suitable and appropriate agency to provide such service in City facilities.

**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 agreement with the YMCA of Southwest Florida, Inc.

**PASSED AND ADOPTED** in open session this 29<sup>th</sup> day of April, 2024.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**



**AGREEMENT BETWEEN THE CITY OF CLEWISTON, FLORIDA, AND YMCA OF  
SOUTHWEST FLORIDA, INC. TO OPERATE SUMMER CAMP**

This agreement is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Clewiston, Florida and YMCA of Southwest Florida, Inc. (the “Provider” or “YMCA”), a Florida non-profit corporation.

WHEREAS, the City of Clewiston and the YMCA recognize that quality summer programs are a critical need; and

WHEREAS, the City of Clewiston is willing to provide facilities to house such programs subject to terms and conditions of the Agreement; and

WHEREAS, the parties desire a maximum degree of cooperation in order to provide effective summer camp programs consisting of quality educational, nutritional, and recreational options; and

WHEREAS, the City of Clewiston has determined that the YMCA is a suitable and appropriate agency to provide such service in city facilities

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

**I. TERM**

This agreement shall commence on the 28<sup>th</sup> day of May, 2024 through the 9<sup>th</sup> day of August, 2024; for a total of 11 weeks.

**II. TERMINATION**

The City of Clewiston may terminate this agreement with the YMCA if the YMCA violates any terms in this agreement. The City of Clewiston must notify the YMCA staff if there are any violations and the YMCA has 30 days to correct the noted areas. If corrections are not made during this period the City of Clewiston has the right to terminate the agreement by providing written notice to YMCA staff. The YMCA may terminate this agreement by providing written notice no less than 30 days prior to the end of the agreement.

**III. LOCATION, DAYS AND TIME OF OPERATION**

- a. The YMCA shall operate a summer camp program at the Clewiston Youth Center, 110 W Osceola Ave, Clewiston, FL 33440

- b. The YMCA shall operate the program Monday through Friday.
- c. Hours of operation will be 6:30am to 6:00pm.

#### **IV. ELIGIBLE STUDENTS**

The YMCA shall provide the program to children ages 5 to 12 years old. Financial assistance shall be available for students and families who are unable to pay based on total household earnings or extenuating circumstances.

#### **V. CURRICULUM**

The YMCA shall provide curriculum through a well-planned schedule including:

- A lunch and afternoon snack will be provided each day through the summer food program.
- Recreational activities designed to improve children's physical fitness
- Character development activities incorporating the YMCA's four (4) core values of caring, respect, honesty, and responsibility
- Structured leisure time including socializing, reading, and playing board and card games
- Field trips
- Coordinated programs with local library
- Designated swimming times

#### **VI. SUPERVISION, RATIO, AND TRAINING**

The YMCA shall provide a site coordinator who will be responsible for the overall supervision and management of the operation of the program at each site. The site director shall serve as the liaison between YMCA administrative staff and program staff. The City of Clewiston shall provide office space for the site coordinator to handle administrative duties.

The YMCA shall provide a staff ratio of one (1) adult for every eighteen (18) students enrolled. At least one (1) supervisory person (21 years of age or older) must remain on the school campus as long as any child participating in the program is on school campus.

The YMCA, in cooperation with the City of Clewiston shall provide appropriate training for their staff as determined by the City of Clewiston, YMCA of the USA, and YMCA staff as a result of site visitations and program evaluations.

## **VII. CHILDREN'S SAFETY**

The YMCA shall deliver summer camp programs in a caring, nurturing, safe, supervised, and positive environment that is respectful of the needs of the children. The YMCA staff and student in the summer camp program shall abide by the rules of conduct as stated in the YMCA's childcare handbook.

## **VIII. USE OF FACILITIES AND EQUIPMENT**

The YMCA, with the approval of the City, may use other facilities and equipment that are available on-site. The YMCA shall abide by City's guidelines and return all equipment by the end of the day.

The YMCA is responsible for the replacement of any missing supplies and for the repair or replacement of all lost or damage to facilities or equipment caused by the YMCA employees or participants in the YMCA programs.

The City of Clewiston shall provide the YMCA with at least a twenty-four (24) hour notice if the area for the summer camp program will not be available and provide an alternative space suitable for the students. During an emergency closure of the facility, the YMCA will be notified as soon as practicable.

## **IX. CUSTODIAL SERVICE**

The City of Clewiston shall provide custodial services on days and during times that City of Clewiston-employed custodians are normally on duty. On days when such employees are not on duty or must work additional hours on a given work day, the YMCA shall reimburse the City of Clewiston for direct costs incurred for such custodial services.

## **X. FOOD SERVICE**

During each day a lunch and snack shall be served to each child in attendance. Food will be provided through the Summer Food Program.

## **XI. USE OF C.S. MOTT SWIMMING POOL AND LIFEGUARD SERVICES**

Contingent upon approval for use by the Florida Department of Health, the City of Clewiston shall provide use of the C.S. Mott Swimming Pool for camp participant scheduled swim times. The summer camp scheduled swim times for the participants will be held on

Mondays, Tuesdays, Thursdays and Fridays from the hours of 12:00 p.m. to 2:00 p.m. for a total of eight hours per week. The YMCA will pay the City a rate per hour to be determined by the City for each lifeguard on duty during the summer camp participant scheduled swim times. The YMCA staff will track the days and times of the summer camp participant scheduled swim times and submit this data to the program director and city staff at the end of the summer camp. The City will use this data to invoice the YMCA for the lifeguard services and the YMCA will not be responsible to pay for any summer camp participant scheduled swim times cancelled due to inclement weather.

**XII. INSURANCE AND INDEMNITY**

The YMCA will hold harmless and indemnify the City of Clewiston on account of the negligent acts of its employees, servants, or other agents, or on account of any unsafe conditions that may exist as a result of the negligent operation of the subject facility by the YMCA. IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

**CITY OF CLEWISTON**

**BY:** \_\_\_\_\_

**Printed Name:** James Pittman\_\_\_\_\_

**Title:** Mayor\_\_\_\_\_

**Date:** April 29, 2024\_\_\_\_\_

**YMCA OF SOUTHWEST FLORIDA, INC.**

**BY:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CITY OF CLEWISTON**  
**Special City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 5**  
**Commission Meeting Date: April 29, 2024**

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**Subject: Resolution No. 2024-029**

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- 1. Background/History:** Resolution No. 2024-029 approves the re-appointment of Scott Jones and appointments of Ramon L. Carroll, Kersten Maxson, and Lisa Walker to the City of Clewiston Community Redevelopment Advisory Board (CRAB).

The CRAB shall consist of seven (7) members appointed by the Mayor and confirmed by majority vote of the City Commission for three (3) year terms. Appointments/re-appointments are needed to fill 4 seats on the board. Scott Jones, Ramon L. Carroll, Kersten Maxson and Lisa Walker were the top four of the seven applicants ranked by the City Commission. The three existing board members, consisting of Karl Larsen, Electa Waddell and Luan Walker, have agreed to serve the remainder of their term on the board.

- 2. Financial Impact:** N/A
- 3. Attachments:**
  - a.** Resolution No. 2024-029
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-029.

**RESOLUTION NO. 2024-029**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE RE-APPOINTMENT OF SCOTT JONES AND THE APPOINTMENTS OF RAMON L. CARROLL, KERSTEN MAXSON AND LISA WALKER TO THE COMMUNITY REDEVELOPMENT ADVISORY BOARD.**

**WHEREAS**, the City of Clewiston Community Redevelopment Advisory Board (CRAB) shall consist of seven (7) members, appointed by the Mayor and confirmed by majority vote of the City Commission for three (3) year terms; and

**WHEREAS**, there are currently four vacancies on the CRAB; and

**WHEREAS**, Scott Jones, Ramon L. Carroll, Kersten Maxson and Lisa Walker were the top four of the seven applicants ranked by the City Commission.

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

**SECTION 1.** The City Commission hereby approves the re-appointment of Scott Jones and the appointments of Ramon L. Carroll, Kersten Maxson and Lisa Walker to the City of Clewiston Community Redevelopment Advisory Board for a three year term.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 29<sup>th</sup> day of April, 2024.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

**By:** \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**

**CITY OF CLEWISTON**  
**Special City Commission Agenda Item Report**

**AGENDA ITEM REPORT NO. 6**  
**Commission Meeting Date: April 29, 2024**

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**Subject: Resolution No. 2024-030**

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- 1. Background/History:** Resolution No. 2024-030 approves revisions to the Employee Classification Document for the Recreation and Administration and Finance Departments.
- 2. Financial Impact:** 2024 Budget \$17,873
- 3. Attachments:**
  - a. Memo from Interim City Manager, Danny Williams
  - b. Administration and Finance Employee Classification Document
  - c. Recreation Department Employee Classification Document
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-030.

**RESOLUTION NO. 2024-030**

**A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE REVISIONS TO THE MANNING DOCUMENT.**

**WHEREAS**, the City of Clewiston Personnel Management System establishes a guideline for administrative actions concerning the city's personnel activities; and

**WHEREAS**, changes to funded positions are necessary to conform to staff responsibilities and duties; and

**WHEREAS**, revisions to the Manning Document are reasonable to accomplish the goals and objectives of Personnel Management System.

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

**SECTION 1.** The revisions to the Manning Document are hereby approved.

**PASSED and ADOPTED** by the City Commission of the City of Clewiston this 29th day of April, 2024.

**ATTEST:**

**CITY OF CLEWISTON, FLORIDA**

\_\_\_\_\_  
**Mary K. Combass, City Clerk**

\_\_\_\_\_  
**James Pittman, Mayor**

**(MUNICIPAL SEAL)**

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**Dylan J. Brandenburg, City Attorney**





## City of Clewiston

### Memorandum

**Date:** April 25, 2024

**To:** Clewiston City Commission

**From:** Danny Williams, Interim City Manager

**RE:** Employee Classification Plan/ Manning Document

In reviewing the city's current Manning Document, I noted that certain revisions are necessary to adequately meet minimum staffing needs. I am submitting this memorandum as a request to make the following changes.

The Human Resources Assistant position in the Administration and Finance Department is frozen. I propose unfreezing this position and changing the title to Director of Human Resources/Recreation, and setting the classification grade at 23. I propose freezing the Director of Recreation and Leisure Services position.

I propose two additional changes to the Recreation Department Plan. First, the Program Coordinator position is frozen. I propose unfreezing this position, changing the title to Program Director and changing the classification grade from 15 to 21. Second, I propose freezing the Sports Complex Supervisor position, which is currently vacant.

The new classification changes will conform to the duties and responsibilities of each authorized position, as they relate to the needs of the City to provide essential service for its citizens.

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT: ADMINISTRATION AND FINANCE**

**FUNCTION:** General Government

**ACTIVITY:** Management and Accounting Services (200)

(1) NBR	(2) NBR	(3) CLASS TITLE	(4) POS I.D.	(5) EMPLOYEE NAME	(6) GRADE AUTH	(7) GRADE/STEP ASGN Code	(8) EM. STATUS	(9) HIRE DATE	(10) FLS STATUS
1	1	City Manager	200	Vacant	#		FTR		E
1	1	City Clerk	201	Combass, Kathy	23	23-L G	FTR	4/25/2011	E
0	0	H.R. Assistant	202	Frozen		G	FTR		NE
1	1	City Attorney	203	Brandenburg Dylan J.	CS	CS	CS		NA
1	1	Finance Director	204	Howell, Shari	24	24-AN G	FTR	4/5/1988	E
1	1	Fin Specialist	205	Weekley, Robbretta	11	11-R H	FTR	1/30/2023	NE
1	1	Finance Specialist/Manag	206	Vacant	15		FTR		NE
0	0	Fin Specialist	207	Frozen	10		FTR		NE
1	1	Fin Specialist/Dep Clk	208	Lindsey, Laurie	15	15-AK G	FTR	2/3/1997	NE
1	1	Custodian	209	Valdespino-Far Laritza	8	8-J I	FTR	12/28/2023	NE
1	1	Fin Specialist	210	Marx-O'Shields Jennifer M.	11	11-R G	FTR	1/17/2023	NE
0	0	Temporary Intern	211	Vacant		\$10.00	TEMP		NE
1	1	Temporary Records Clerk	212	Towner, Debra A.		\$15.00	TEMP	10/6/2022	NE
0	0	Consultant	213		#		FTR		E
<b>Totals:</b>	<b>10</b>	<b>10</b>							

# Salary Set by Commission

### LEGEND

#### COLUMN

- 1&2. Number of classified positions authorized by City Commission and number assigned.
3. Classification Title - The Position Classification Title as reflected in the Employee Job Description.
4. Position Identification Number - The approved (funded) position number for the classification title.
5. Employee Name - Last name, first name, initial of assigned employee.
6. Grade Authorized - The Commission-approved pay grade for the position.
7. Grade/Step Assigned - The funded, assigned pay grade and step for the position
8. Employee Status - EO = Elected Official, FTR = Full Time Regular, FTP = Full Time Probation, PT = Part Time Reg, CS = Contract Services
9. Hire Date - The date the employee was assigned to a classified position for pay purposes.
10. Fair Labor Standard Status - NA = not applicable, NE = Non-exempt, E = Exempt

October 1, 2008

Page 2

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT: Recreation**

**FUNCTION: Administration & Leisure Services**

**ACTIVITY: Parks, Youth Center, Pool, Auditorium (700)**

(1) NBR <u>AUTH</u>	(2) NBR <u>ASGD</u>	(3) CLASS <u>TITLE</u>	(4) POS <u>I.D.</u>	(5) EMPLOYEE <u>NAME</u>	(6) GRADE <u>AUTH</u>	(7) RADE/STEP <u>ASGN</u>	(8) EEOC Code <u>STATUS</u>	(9) EMP. <u>STATUS</u>	(9) HIRE <u>DATE</u>	(10) FLS <u>STATUS</u>
<b><u>Administration</u></b>										
		Director of Recreation								
1	1	& Leisure Services	700	Vacant	21			FTR		E
1	1	Secretary	701	Rees, Corrine L.	11	11-K	G	FTR	4/10/2017	NE
<b>Leisure Services</b>										
1	1	Recreation Attendant	702	Gomez, Eddie	8	8-G	D	FTR	1/22/2024	NE
1	1	Recreation Attendant	703	Avila, Yosvany J.	8	8-G	D	FTR	1/4/2022	NE
1	1	Custodian	704	Sosa, Jr., Jose L.	8	8-G	D	FTR	4/2/2024	NE
<u>0</u>	<u>0</u>	Program Coordinator	705	Frozen	15			FTR		E
5	5									
<b>East Rec</b>										
TOTAL	0	0 Facility Supervisor	706	Frozen	PT	10.00	C	PT		
	0	0 Facility Supervisor	707	Frozen	PT	10.00	C	PT		

**LEGEND**

**COLUMN**

- 1&2. Number of classified positions authorized by City Commission and number assigned.
3. Classification Title - The Position Classification Title as reflected in the Employee Job Description.
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5. Employee Name - Last name, first name, initial of assigned employee.
6. Grade Authorized - The Commission-approved pay grade for the position.
7. Grade/Step Assigned - The funded, assigned pay grade and step for the position.
8. Employee Status - EO = Elected Official, FTR = Full Time Regular, FTP = Full Time Probation, PT = Part Time Reg, CS = Contract Services  
FTG = Full Time Grant Funded, PTG = Part Time Grant Funded, S = Seasonal
9. Hire Date - The date the employee was assigned to a classified position for pay purposes.
10. Fair Labor Standard Status - NA = not applicable, NE = Non-exempt, E = Exempt

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT: Recreation**

**FUNCTION: Leisure Services**

**ACTIVITY: Parks, Youth Center, Pool, Auditorium (700)**

(1) NBR <u>AUTH</u>	(2) NBR <u>ASGD</u>	(3) CLASS <u>TITLE</u>	(4) POS <u>I.D.</u>	(5) EMPLOYEE <u>NAME</u>	(6) GRADE <u>AUTH</u>	(7) GRADE/STEP <u>ASGN</u>	(8) EMP. <u>STATUS</u>	(9) HIRE <u>DATE</u>	(10) FLS <u>STATUS</u>
1	1	Lifeguard	709		TEMP	12.64	CS		NA
1	1	Lifeguard	710		TEMP	12.64	CS		NA
1	1	Lifeguard	711		TEMP	12.64	CS		NA
1	1	Lifeguard	712		TEMP	12.64	CS		NA
1	1	Lifeguard	713		TEMP	12.64	CS		NA
1	1	Lifeguard	728		TEMP	12.64	CS		NA
1	1	Lifeguard	761		TEMP	12.64	CS		NA
1	1	Lifeguard	762		TEMP	12.64	CS		NA
0	0	Lifeguard	763		TEMP		CS		NA
0	0	Lifeguard	769		TEMP		CS		NA
1	1	Pool Office Clerk	778		TEMP	12.64	CS		NA
1	1	Pool Office Clerk	779		TEMP	12.64	CS		NA
1	0	Head Camp Counselor	715				CS		NA
1	0	Camp Counselor	716				CS		NA
1	0	Camp Counselor	717				CS		NA
1	0	Camp Counselor	718				CS		NA
1	0	Camp Counselor	719				CS		NA

CONTD.

### LEGEND

**COLUMN**

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- 7. Grade/Step Assigned - The funded, assigned pay grade and step for the position.
- 8. Employee Status - EO = Elected Official, FTR = Full Time Regular, FTP = Full Time Probation, PT = Part Time Reg, CS = Contract Services
- 9. Hire Date - The date the employee was assigned to a classified position for pay purposes.
- 10. Fair Labor Standard Status - NA = not applicable, NE = Non-exempt, E = Exempt

October 1, 2008

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT: Recreation**

**FUNCTION: Leisure Services**

**ACTIVITY: Parks, Youth Center, Pool, Auditorium (700)**

(1) NBR <u>AUTH</u>	(2) NBR <u>ASGD</u>	(3) CLASS <u>TITLE</u>	(4) POS <u>I.D.</u>	(5) EMPLOYEE <u>NAME</u>	(6) GRADE <u>AUTH</u>	(7) GRADE/STEP <u>ASGN</u>	(8) EMP. <u>STATUS</u>	(9) HIRE <u>DATE</u>	(10) FLS <u>STATUS</u>
1	0	Camp Counselor	720				S		NA
1	0	Camp Counselor	721				S		NA
1	0	Camp Counselor	722				S		NA
1	0	Camp Counselor	723				S		NA
1	0	Camp Counselor	724				S		NA
1	0	Camp Counselor	725				S		NA
1	0	Tennis Instructor	726				S		NA
1	0	Tennis Instructor	727				S		NA
<b>Totals:</b>	<b>28</b>								

### LEGEND

**COLUMN**

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8. Employee Status - EO = Elected Official, FTR = Full Time Regular, FTP = Full Time Probation, PT = Part Time Reg, CS = Contract Services
9. Hire Date - The date the employee was assigned to a classified position for pay purposes.
10. Fair Labor Standard Status - NA = not applicable, NE = Non-exempt, E= Exempt

October 1, 2008

Page 13

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT:** Recreation  
**FUNCTION:** Sports Complex  
**ACTIVITY:** Ball fields, (700)

(1) NBR	(2) NBR	(3) CLASS	(4) POS	(5) EMPLOYEE	(6) GRADE	(7) RADE/STEP	(8) EEOC EMP.	(9) HIRE	(10) FLS	
<u>AUTH</u>	<u>ASGD</u>	<u>TITLE</u>	<u>I.D.</u>	<u>NAME</u>	<u>AUTH</u>	<u>ASGN</u>	<u>Code</u>	<u>STATUS</u>	<u>DATE</u>	<u>STATUS</u>
0	0	Superintendent	730	Vacant no fill				FTR		NE
1	1	Groundskeeper I	731	Ward, Kenneth D.	8	8-G	C	FTR	11/17/2022	NE
1	1	Supervisor	732	Vacant	13			FTR		NE
<u>1</u>	<u>1</u>	Groundskeeper	733	Posadas, Jonathan	8	8-G	D	FTR	1/26/2024	NE
<b>Totals:</b>	<b>3</b>									

### LEGEND

**COLUMN**

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7. Grade/Step Assigned - The funded, assigned pay grade and step for the position.
8. Employee Status - EO = Elected Official, FTR = Full Time Regular, FTP = Full Time Probation, PT = Part Time Reg, CS = Contract Services
9. Hire Date - The date the employee was assigned to a classified position for pay purposes.
10. Fair Labor Standard Status - NA = not applicable, NE = Non-exempt, E= Exempt

October 1, 2008

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT:** Recreation  
**FUNCTION:** Leisure Services  
**ACTIVITY:** Golf Course, (700)

(1) NBR	(2) NBR	(3) CLASS	(4) POS	(5) EMPLOYEE	(6) GRADE	(7) RADE/STEP	(8) EEOC EMP.	(9) HIRE	(10) FLS	
<u>AUTH</u>	<u>ASGD</u>	<u>TITLE</u>	<u>ID.</u>	<u>NAME</u>	<u>AUTH</u>	<u>ASGN</u>	<u>Code</u>	<u>STATUS</u>	<u>DATE</u>	<u>STATUS</u>
1	1	Director	740	Rush, Robbie	23	23-AL	B	FTR	4/2/2015	E
0	0	Superintendent	741	Frozen	20			FTR		E
1	1	Grounds Supervisor	742	Vacant	13			FTR		NE
0	0	Assistant Supervisor/M	743	Frozen	10			FTR		NE
1	1	Pro Shop Clerk	744	Stevens, William	8	8-G	D	FTR	3/28/2024	NE
1	1	Pro Shop Clerk	745	Carmona, Miguel	8	8-T	D	FTR	6/25/2015	NE
1	1	Bag Room Attendant	746	Wiggins, Brenda G.	8	8-G	G	FTR	8/10/2021	NE
1	1	Bag Room Attendant	747	Sullivan, Vernon		\$12.64	B	PT	11/9/2023	NE

CONTD.

### LEGEND

PT = 1040 hrs

### COLUMN

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October 1, 2008

Page 15

## CITY OF CLEWISTON EMPLOYEE CLASSIFICATION DOCUMENT

**DEPARTMENT:** Recreation & Parks  
**FUNCTION:** General Government  
**ACTIVITY:** Golf Course, (750-799)

(1) NBR	(2) NBR	(3) CLASS	(4) POS	(5) EMPLOYEE	(6) GRADE	(7) RADE/STEP	(8) EEOC	(8) EMP.	(9) HIRE	(10) FLS
<u>AUTH</u>	<u>ASGD</u>	<u>TITLE</u>	<u>I.D.</u>	<u>NAME</u>	<u>AUTH</u>	<u>ASGN</u>	<u>Code</u>	<u>STATUS</u>	<u>DATE</u>	<u>STATUS</u>
1	1	Groundskeeper I	748	Murphy, Rakeen W.	8	8-G	C	FTR	12/5/2022	NE
0	0	Supervisor of Turf Gras	749	Frozen	17	17-A		FTR		NE
0	0	Groundskeeper II	751	Frozen	6			FTR		NE
0	0	Groundskeeper II	752	Frozen	6			FTR		NE
0	0	Pro Shop Clk/Bag Rm	753	Frozen						NE
0	0	Pro Shop Clerk	754	Frozen			PT	PT		NE
0	0	Pro Shop Clerk	755	Frozen			PT	PT		NE
1	1	Groundskeeper I	756	Vacant	8			FTR		NE
1	1	Groundskeeper I	757	Vacant	12.64		PT	PT		NE
1	1	Groundskeeper I	758	Vacant-using contractor			PT	PT		NE
<u>1</u>	<u>1</u>	Mechanic	759	Guasp, Joseph O.	20.00		PT	D PT	10/28/2019	NE
<b>Totals:</b>	<b>11</b>	<b>11</b>								

PT = 800 Hrs

### LEGEND

**COLUMN**

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October 1, 2008