



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION AGENDA

Monday, February 19, 2024 – 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 Budget Workshop Minutes – July 17, 2023*
- B. City Commission Budget Workshop Minutes – July 24, 2023*
- C. City Commission Special Meeting Minutes – January 16, 2024*
- D. City Commission Meeting Minutes – January 22, 2024*
- E. Event Application – Sugar Festival – March 15-16, 2024*
- F. Proclamation – Sugarcane Farmers Appreciation Week – March 11-17, 2024*
- G. Proclamation – Problem Gambling Awareness Month - March 2024*
- H. Resolution No. 2024-009 – Hendry County Cooperative Library Policies*

Exhibit: Agenda Item No. 1A-H

Recommendation: Recommended motion is to approve the consent agenda

PRESENTATION - Sugarcane Farmers Appreciation Week Proclamation

PUBLIC HEARINGS

- 2. Ordinance No. 2024-01 – PUBLIC HEARING - Final Reading – 5:05 p.m.** – Ordinance No. 2024-01 amends the Clewiston Code of Ordinances, Chapter 62, Streets, Sidewalks, and Certain Public Places, creating Article IV - Public Parks.

Exhibit: Agenda Item No. 2

Recommendation: Recommended motion is to approve Ordinance No. 2024-01.

- 3. Ordinance No. 2024-02 – PUBLIC HEARING - Final Reading – 5:05 p.m.** - Ordinance No. 2024-02 amends the Clewiston Code of Ordinances, Chapter 62, Streets, Sidewalks, and Certain Public Places, creating Article V – Trespassing.

Exhibit: Agenda Item No. 3
Recommendation: Recommended motion is to approve Ordinance No. 2024-02.

4. **Ordinance No. 2024-03 – PUBLIC HEARING - Final Reading – 5:05 p.m.** - Ordinance No. 2024-03 amends the Clewiston Code of Ordinances, § 50-7, Storage on Private Property.

Exhibit: Agenda Item No. 4
Recommendation: Recommended motion is to approve Ordinance No. 2024-03.

RESOLUTIONS

5. **Resolution No. 2024-010** – Resolution No. 2024-010 approves the award through piggyback contract of the City of Lake Worth Beach Right of Way Vegetation Management Contract No. IFB 23-122 for vegetation removal services as needed by the City of Clewiston to the Davey Tree Expert Company (“Davey”) and authorizes the execution of a contract with Davey.

Exhibit: Agenda Item No. 5
Recommendation: Recommended motion is to approve Resolution No. 2024-010.

6. **Resolution No. 2024-011** – Resolution No. 2024-011 approves Zep Construction, Inc. Change Order Nos. 04 - 11 in the total amount of \$7,882.03 for fees for construction related services originally approved spent on items requested through the City Manager for the Bridge Over C-21 Canal Project.

Exhibit: Agenda Item No. 6
Recommendation: Recommended motion is to approve Resolution No. 2024-011.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

- 7. **Old Business**
- 8. **Departmental Monthly Activity Reports** - Presented for information only.
- 9. **Comments from City Manager**
- 10. **Comments from City Attorney**
- 11. **Comments from the City Commission**

Adjournment

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

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

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

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

Mary K. Combass, City Clerk



CITY OF CLEWISTON
115 West Ventura Avenue
Clewiston, Florida 33440

CITY COMMISSION BUDGET WORKSHOP
Monday, July 17, 2023

The Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, July 17, 2023. The workshop was called to order at 6:30 p.m. by Mayor James Pittman.

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

Personnel present: City Manager Randy Martin, Finance Director Shari Howell, Director of Operations Danny Williams, Code Enforcement Office Debbie Clay, IT Administrator JD Lucas and City Attorney Dylan Brandenburg.

Visitors present: Paula Pittman, Russhele Lee and Antonio Perez.

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

Public Comments

1. FY 2024 Budget Overview

City Manager Martin stated that Director Howell has collected limited revenue projection numbers from the state to date and other available information regarding budget estimates. She reported that the distribution of state estimates of revenue numbers to municipalities seems to get later and later each year. Director Howell then reviewed a PowerPoint presentation she had prepared of the preliminary budget for FY2024. She reviewed the ad valorem information, the state revenue distributions for the General Fund with state revenue estimates, state revenue sharing, half cent sales tax, local option gas tax, discretionary tax, communications services tax and all other state tax distributions. She then commented on the cost of living salary increase factored into projections for employees and the use of CPI data to prepare the increase recommendation of 4.4%. She reminded the Commission of the state mandated minimum wage increase that is currently at \$11/hour with a statewide increase to \$15/hour by September 30, 2026. She reported the new FRS retirement rate is 32.67%, which is an increase of 4.84% from 27.83%, for certified Police Officers. Next, she commented on how the annual payment for the Frozen Defined Benefit Pension Contribution went from \$12,847 to over \$241,000 last year. She estimated a 25% to 30% increase in worker's compensation and property liability insurance premiums combined and a projected 10% to 12% increase in employee health insurance. She mentioned that the proposed fire assessment to provide funding for fire services will impact this budget. Manager Martin stated that the management team will review these

and other budget details and recommendations more at the planned July 24, 2023 workshop. Director Howell next informed the Commission that because there is no historical data, she is working with Director Williams and the engineer on a budget for addressing state and federal unfunded mandates regarding stormwater regulations and compliance and aging infrastructure considerations. Commissioner Gardner asked if there was any federal funding available to the city to help soften the financial blow. Manager Martin stated that he would research and update the commission during the budget process. He and staff would be further researching potential federal or state funding sources.

Adjournment

Commissioner Gardner made a motion, seconded by Commissioner Hyslope to adjourn the workshop at 7:23 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 BUDGET WORKSHOP
Monday, July 24, 2023

The Clewiston City Commission held a budget workshop in the City Hall Commission Chambers, Monday, July 24, 2023. The workshop was called to order at 2:00 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, Commissioner Barbara Edmonds, Commissioner Mali Gardner and Commissioner Hillary Hyslope. Vice Mayor Greg Thompson was absent.

Personnel present: City Manager Randy Martin, City Clerk Kathy Combass, Finance Director Shari Howell, Police Chief Tom Lewis and Community Development Director/Fire Chief Travis Reese.

Visitors present: Jerry Cochrane and Terry Gardner.

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

Public Comments – none

1. **Police Department Operating and Capital Improvement Plan Budget** - Police Chief Lewis reviewed justification for the proposed capital improvement projects included in the departmental budget request that he feels are needed in the coming year. One significant item is a new roof for the Police Department facility which was damaged during the storm and leaks each time it rains. The final item reviewed that was significantly impactful on the total requested increase in the general fund is a request for a second detective position to be selected from the current ranks and replaced with a new police officer. The staff and Commission then had a general discussion of staffing levels and needs including salaries and benefit levels.
2. **Animal Services Operating and Capital Improvement Plan Budget** - Manager Martin commented on the inter-local agreement with the county regarding shared Animal Services costs and services provided both inside and outside the city limits. Chief Lewis reported that animal shelter facilities are overcrowded statewide so donations have slowed down considerably from rescue shelters and animal stays are increasingly longer at this time. Mayor Pittman expressed concern about adding facilities to house additional animals. It could become unmanageable if capacity grows to accommodate too many animals while continuing to operate as a no-kill shelter. The increase in staffing proposal included in the budget for a shelter manager type position is requested because as animal population

grows, a two (2) person staff cannot adequately handle a large amount of animals compounded with increased lengths of stay. Manager Martin encouraged all to take a visit to the facility to see the outstanding job staff are doing for the surrendered animals that come in despite the current challenges being faced. Discussion comments included other considerations such as incoming animals may need to be limited to help manage the number of animals housed.

3. **Fire Department Operating and Capital Improvement Plan Budget** – In introducing discussion on the fire department budget requests, Manager Martin asked Chief Reese to comment on the number of positions currently in the volunteer fire department. Chief Reese stated that his department is the lowest in numbers in the area at 23. Commissioner Hyslope asked about volunteer contribution numbers in terms of response frequency and times. Mr. Reese said that to remain in good standing firefighters must respond to at least 20% of the department calls or risk being asked to resign. Discussion followed regarding a possible COLA increase as the fee has been \$25 per call for longer than 20 years. Going forward with new hotel construction being developed, the Chief stated that the time is now to do the research for a new truck to handle response to the higher buildings. The data reflects that the city is at or near capacity now with the existing 3 or 4 story buildings in terms of ISO ratings criteria. Chief Reese's suggestion is acquisition of a platform truck which is safer for the firefighters and keeps them off the roof of a burning building. Manager Martin will look into congressional appropriations but that process may be several years before the truck would be delivered and put in service depending upon the funding mechanism. Manager Martin will further evaluate options and report back with recommendations on meeting this need as soon as possible. Next discussed was a review of the trend of City/County annual calls. They are currently almost equal due to first responders adding a 2nd ambulance. Consideration of a Special Assessment to fund the city portion of Fire Services expense in like manner to the county MSBU funding mechanism currently in use was outlined by Finance Director Howell. A total three (3) year average of projected expense is equal to \$393,902. If this funding mechanism is utilized, the capital portion of funding should be maintained in a separate capital appropriations account restricted to Fire/Rescue Services only.
4. **Community Development Operating and Capital Improvement Plan Budget** - Director Reese stated that he had included in the operating budget request a salary change as he is losing his planning assistant, and he is concerned that the current salary would not adequately attract potential qualified applicants. He also stated that the Community Development building has leak issues stemming from a compromised roof and other building resiliency deficiencies that was readily apparent after the recent storm weather events impacted the area.
5. **Other Budget Updates** - Director Howell provided an updated budget overview for FY2024. Based upon updated projections, she stated the state revenue estimates equate to an overall increase of \$383,134.
6. **Commission Comments and Discussion** - The next budget workshop meeting was scheduled for Monday, July 31, 2023 at 3:00 p.m.

Adjournment

Commissioner Gardner made a motion, seconded by Commissioner Hyslope to adjourn the workshop at 4:45 p.m. The motion was approved unanimously.

James Pittman, Mayor

Mary K. Combass, City Clerk

**CITY OF CLEWISTON
Special Commission Meeting
January 16, 2024**

The Clewiston City Commission held a special meeting in the City Hall Commission Chambers Tuesday, January 16, 2024. The meeting was called to order at 3:00 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, Commissioner Mali Gardner and Commissioner Hillary Hyslope.

Personnel Present: City Manager Randy Martin, Finance Director Shari Howell, Police Chief Tom Lewis, Director of Operations Danny Williams, and Code Enforcement Officer Debbie Clay. City Attorney Dylan Brandenburg attended via telephone.

Visitors Present: Libby Williams, Joe Foote and Jerry Cochrane.

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

Public Comments – There were no public comments.

RESOLUTION

1. **Resolution No. 2024-001** – Resolution No. 2024-001 approves the correction of the technical error in the name of the contractor awarded the Harry T. Vaughn Roof Project in Resolution No. 2023-129 to Garland/DBS Inc.

Mayor Pittman read Resolution No. 2024-001 by title.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-001. Vote 5 yeas, 0 nays.

2. **Resolution No. 2024-002** – Resolution No. 2024-002 approves the loan documents for the Golf Course Irrigation Project financing in the amount of \$1,200,000 with First Bank and authorizes the Mayor to sign.

Commissioner Gardner stated that she will abstain from discussion and voting on this matter to avoid the appearance of a conflict. Mayor Pittman read Resolution No. 2024-002 by title.

Vice Mayor Thompson made a motion, seconded by Commissioner Edmonds, to approve Resolution No. 2024-002. Vote 4 yeas, 0 nays (Commissioner Gardner abstained from voting.)

3. **Resolution No. 2024-003** – Resolution No. 2024-003 formally adopts the City of Clewiston's General Employees Retirement Plan Investment Policy.

Mayor Pittman read Resolution No. 2024-003 by title. Manager Martin stated that this action relates to compliance with a new legislative requirement which went into effect in 2023. and The Manager and Finance Director Howell confirmed that the City's recommended plan has been reported to the state as required by the statutory change. Finance Director Shari Howell commented on how the policy was created and stated that staff intended to further speak to the pension plan representatives from The Standard about this compliance later this month when they come to give an update on pension plan performance to the Commission. Manager Martin noted that the provider had stated in writing that their investments of the City's pension plan are compliant with applicable statutory requirements. He added that this submittal will be a requirement every two years going forward and that staff will be working with the pension plan manager to ensure compliance as well as timely reporting.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Resolution No. 2024-003. Vote 5 yeas, 0 nays

Adjournment

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to adjourn the special meeting at 3:09 p.m.

James Pittman, Mayor

Mary K. Combass, City Clerk

CITY OF CLEWISTON
Regular Commission Meeting
January 22, 2024

The Clewiston City Commission held its Regular Commission meeting in the City Hall Commission Chambers Monday, January 22, 2024. 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, Commissioner Mali Gardner and Commissioner Hillary Hyslope.

Personnel Present: City Manager Randy Martin, Finance Director Shari Howell, Police Chief Thomas Lewis, Director of Operations Danny Williams, IT Administrator Justin Lucas and Consulting Engineer David Trouteaud. City Attorney Dylan Brandenburg attended via telephone.

Visitors Present: Stephanie Busin, Nannette Badger, Jerry Cochrane, Gloria Rosen, Jeff Reuber and Paula Loeb.

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

Public Comments – Ms. Stephanie Busin of 429 Royal Palm expressed her concern about her neighbor's dog. She described incidents she has had with the dog in her yard and her conversations with Police Chief Lewis and the City's animal control officer. She wants the dog to be deemed dangerous and feels three sworn statements attesting to that is sufficient per the City's ordinance. Based on her public records request, she believed some of the evidence was not given to the City Attorney for the investigation. She agreed to email the packet with all information to the commission. Chief Lewis stated that if Ms. Busin will include him on any additional information or what she feels is inaccurate, he will put it together with everything that was already sent to the city attorney and send it all to him and ask him to review it again. He then explained how the department has to look at the specific criteria; it is not their personal feeling of what is aggressive or dangerous. In order for them to take away someone's property, that burden of proof has to be met. Commissioner Gardner stated that she hoped the information would be reviewed again because we do not want to see someone shoot the dog as Ms. Busin was told she had the right to do to protect herself or her family. Chief Lewis clarified that what was conveyed to Ms. Busin is that if you have to protect yourself from a dog that is attacking you or your family, you can take whatever means necessary to protect your wellbeing. Commissioner Hyslope added that the people we hire should do their job. Chief Lewis reiterated that a legal burden has to be met in order to take someone's property. Commissioner Hyslope asked that this case be looked at closely and reminded the Commission about the child that was attacked on Christmas Day and did not survive. Commissioner Gardner stated that we need to make sure Attorney Brandenburg receives everything because she does not want the City liable for not making the right decision.

Nannette Badger, who advised that she lives across the street from Ms. Busin, stated the same dog chased her son on his bike and he is now terrified to leave the house. She also stated that she has

a video of the dog chasing her into the house and described an incident where someone walked the dog on a leash into her yard and the dog was growling, barking and lunging at her. Mayor Pittman stated that the Commission takes this very serious. He further commented that the matter will be further investigated again.

1. Consent Agenda

- A. *City Commission Workshop Minutes – June 19, 2023*
- B. *City Commission Meeting Minutes – December 18, 2023*
- C. *Event Application – Hendry County Fair – February 7-11, 2024*
- D. *Event Application – HRMC Health Fair – February 10, 2024*
- E. *Resolution No. 2024-004 – approves purchase of materials from Lakeside Equipment Corporation for emergency repair at Wastewater Treatment Plant*
- F. *Resolution No. 2024-005 – approves purchase of pipe cleaning jetter from Texas Underground*
- G. *Resolution No. 2024-006 – Declaration of Unit No. 35 as surplus*

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

ANNUAL SECURIAN PENSION PLAN UPDATE (October 1, 2022 – September 30, 2023) – Gloria Rosen, Pension Advisor; Jeff Reuber, Managed Assets Investment Manager; and Paula Loeb, Senior Relationship Manager – Ms. Rosen reviewed the 10 year retirement plan activity from August 21, 2013 to September 30, 2023 and noted the investment gain was \$10,969,768.14 as of September 30, 2023 and \$13,988,360 as of January 18, 2024. She stated the recommended contribution was \$109,120 compared to \$61,911 last year. Jeff Reuber then commented on how they stayed the course and were able to rebound from the 2022 market conditions and have a nice return. He stated that during their tenure, they have managed the pension plan pretty well in terms of the investment gain and will continue to make changes as needed to strategies if things come up. Next, Paula Loeb commented on the change from Securian as the provider to provision of these services by The Standard. She stated that the plan will formally transition from the Securian website and platform over to The Standard over a weekend in May. She further stated that the team, investments and fees are not changing. Impacted city employees will start receiving communications about the transition in April and will need to register on The Standard website beginning May 20, 2024. Members of the Commission and Manager Martin thanked Ms. Rosen, Mr. Reuber and Ms. Loeb for the presentation.

ORDINANCES

- # **2. Ordinance No. 2024-01 – First Reading** – Ordinance No. 2024-01 amends the Clewiston Code of Ordinances, Chapter 62, Streets, Sidewalks, and Certain Public Places, creating Article IV - Public Parks.

Mayor Pittman read Ordinance No. 2024-01 by title and asked for comments. No public comments were made.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Ordinance No. 2024-02 on first reading and set the public hearing for February 19, 2024. Commissioner Gardner amended her original motion and Commissioner Hyslope amended her original second, to approve Ordinance No. 2024-01 on first reading and set the public hearing for February 19, 2024. Vote 5 yeas, 0 nays.

3. **Ordinance No. 2024-02 – First Reading** – Ordinance No. 2024-02 amends the Clewiston Code of Ordinances, Chapter 62, Streets, Sidewalks, and Certain Public Places, creating Article V – Trespassing.

Mayor Pittman read Ordinance No. 2024-02 by title and asked for comments. No public comments were made.

Commissioner Edmonds made a motion, seconded by Vice Mayor Thompson, to approve Ordinance No. 2024-02 on first reading and set the public hearing for February 19, 2024. Vote 5 yeas, 0 nays

4. **Ordinance No. 2024-03 – First Reading** – Ordinance No. 2024-03 amends the Clewiston Code of Ordinances, § 50-7, Storage on Private Property.

Mayor Pittman read Ordinance No. 2024-03 by title and asked for comments. He stated that this ordinance will remove the requirement that a recreational vehicle now has to be stored 60 feet from the front property line and 10 feet from all other property lines and will allow RVs to be placed anywhere on the property as long as they are not over the front property line. Mr. Jerry Cochrane, 219 Ridgewood Avenue, expressed his disappointment in the commission for considering this ordinance after the workshop discussions on this matter. He feels it is unsightly for them to be parked in the front or on the driveway. Commissioner Gardner stated this ordinance will also require the display of the current vehicle registration sticker and tag to make it easier for the code enforcement officer to make sure that it is a registered vehicle. Commissioner Edmonds stated that she too thinks it is frustrating that people will be able to park their RVs all over their property. Commissioner Hyslope acknowledged that there are so few that if we left the code there we should be able to enforce it. The problem for her is that we do not treat them the same as all recreational vessels such as boats and other things. Not everyone has back yard or side yard space to get those things to the back yard. She understands that Mr. Cochrane is frustrated but he has come to previous meetings related to his concerns and said that if the City is not going to enforce the ordinance, take it off the books. Commissioner Gardner stated that she feels it would be an undue burden to the residents to have to store their RVs or other things on other property. She said it is not perfect to change it but if issues come up, the City will have to reassess it. She agreed with Commissioner Hyslope that we should treat all recreational units and similar property items the same. Mayor Pittman stated that they discussed other options and it may be that they need to look at the size of the RV. He suggested the P&Z Board also take a look at these regulations to get some other ideas and opinions.

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to approve Ordinance No. 2024-03 on first reading and set the public hearing

for February 19, 2024. Vote 4 yeas, 1 nay (Vice Mayor Thompson voted nay.)

RESOLUTIONS

5. **Resolution No. 2024-007** – Resolution No. 2024-007 approves the Modification to Subgrant Agreement (Contract No. H0878, Project Number 4337-004-Pag), between the State of Florida, Division of Emergency Management and the City of Clewiston, reinstating and extending the terms of the agreement for the Phase 2 FDEM Watershed Planning Grant Project.

Mayor Pittman read Resolution No. 2024-007 by title. Manager Martin stated that this modification allows more time for the FAU graduate students to complete the grant study.

Commissioner Gardner made a motion, seconded by Vice Mayor Thompson, to approve Resolution No. 2024-007. Vote 5 yeas, 0 nays

6. **Resolution No. 2024-008** – Resolution No. 2024-008 approves the agreement for the emergency repair of the San Pedro culvert crossing between the City and Ridgill & Son, Inc. and authorizes the Mayor and City Manager to enter into an agreement with the selected vendor.

Mayor Pittman read Resolution No. 2024-008 by title. Manager Martin explained that because this is an emergency repair, we were not able to follow our typical procurement requirements. This process identified by staff, the engineer and attorney satisfies action of the Commission to award this contract so that we can expedite construction to do the repair. Director Williams reported that they are going to try to acquire future funding, utilizing the results of the watershed planning project, to replace the rest of the culverts needing attention. He is also going to reach out to the trucking companies that are pounding the roads causing damage to the crossings to advise them of the routes allowed for truck access on city streets. Mayor Pittman stated that we need to provide notice that no person shall operate anything over nine tons except for delivery on those certain streets where such use is restricted.

Commissioner Gardner made a motion, seconded by Commissioner Hyslope, to approve Resolution No. 2024-008. Vote 5 yeas, 0 nays

Mayor Pittman mentioned that he feels these repairs are partly the responsibility of Clewiston Drainage District as it is their canals and culverts. He stated the drainage district can add to their assessment to help us pay for the repairs. Manager Martin noted that the drainage district's past and current position is that the District does not need the pipe at a crossing. Commissioner Gardner remembered that the drainage district said it was not their responsibility. Mayor Pittman mentioned the drainage district may have grant opportunities. Manager Martin stated that we are going to pursue the grant and will engage the drainage district in the conversation because they have a role in the process. He also stated that with the engineer's help, we are trying to build the crossings back better than they were; the new

culverts will utilize aluminum piping as an example. Engineer Trouteaud then commented further on the new design.

MISCELLANEOUS ACTION AND DISCUSSION ITEMS

7. **Old Business** – Manager Martin confirmed that he continued to work on the personnel policy manual update next steps. Mayor Pittman suggested possibly setting a schedule to complete the update.
8. **Departmental Monthly Activity Reports** – There were no comments regarding the departmental monthly activity reports.
9. **Comments from City Manager** – There were no comments from Manager Martin.
10. **Comments from City Attorney** – There were no comments from Attorney Brandenburg.
11. **Comments from the City Commission** – Commissioner Gardner, after thinking a little more about the RV ordinance, suggested that staff look at a possible requirement for all recreational units to be 20 to 30 feet from the road. She then asked Manager Martin to find out when the Commission would receive the EDC's final retail report for Hendry County, Clewiston and LaBelle. She also said she hopes to have continued discussions about the CRA at the next workshop.

In another suggestion, Mayor Pittman commented about considering limiting the number or size of recreational units in the front of the house. He then asked for an update on the Ventura street project. Engineer Trouteaud reported that concepts for the roundabout had been sent to Tetra Tech and they are putting together a change to their contract to design the roundabout. Mayor Pittman then mentioned that according to Fire Chief Reese, the Fire Department is not able to talk to the Police Department. Chief Lewis agreed to follow up on that matter.

Mr. Jerry Cochrane asked for information regarding the pension plan. Manager Martin agreed to request staff get the information for Mr. Cochrane.

It was noted that the next regular commission meeting was scheduled for February 19, 2024 and another workshop was tentatively scheduled for February 26, 2024 at 3:00 p.m.

Adjournment

Commissioner Hyslope made a motion, seconded by Commissioner Gardner, to adjourn the meeting at 6:10 p.m. Vote 5 yeas, 0 nays

James Pittman, Mayor

Mary K. Combass, City Clerk



PROCLAMATION

SUGARCANE FARMERS APPRECIATION WEEK

WHEREAS, Florida Sugarcane Farmers are the nation's largest raw and refined cane sugar producers and make Clewiston "America's Sweetest Town"; and

WHEREAS, Florida Sugarcane Farmers are made up of men and women from every walk of life who, through their work ethic and love of community, are truly a mainstay to their agricultural regions and this great nation; and

WHEREAS, Florida Sugarcane Farmers generate more than 4 billion dollars in annual economic activity, provide over 19,000 good jobs for Floridians, and are leaders in technology and environmental stewardship--taking good care of their land, air and water resources in the State of Florida; and

WHEREAS, Florida Sugarcane Farmers have partnered in Everglades restoration and reduced phosphorus leaving their farms by an average of 57% annually for more than two decades, more than double what is required of them; and

WHEREAS, Florida Sugarcane Farmers provide approximately 50% of the cane sugar produced, and 25% of all sugar produced in the United States; and

WHEREAS, Florida Sugarcane Farmers have provided community gardens, day care centers, playgrounds, libraries, civic and youth centers, swimming pools, scholarships, houses, and continually contribute to other civic improvements and community programs; and

WHEREAS, the **CLEWISTON SUGAR FESTIVAL** has become a means to show community appreciation and support for our Florida Sugarcane Farmers,

NOW, THEREFORE, we, the City Commission of the City of Clewiston, Florida do hereby proclaim March 11-17, 2024, as "**SUGARCANE FARMERS APPRECIATION WEEK**" and urge all citizens to express their appreciation for all aspects of our local sugarcane industry for the vital contributions that our farmers and industry make to the well-being of our community, our region, the State of Florida and the United States of America.

IN WITNESS WHEREOF, I have set my hand on this the 19th day of February, 2024.

James Pittman, Mayor

Mary K. Combass, City Clerk



PROCLAMATION

PROBLEM GAMBLING AWARENESS MONTH

WHEREAS, problem gambling is a serious public health issue affecting one to three percent of the general adult population and often results in personal, financial, familial, legal, and other costs, including a high risk of suicide; and

WHEREAS, it is estimated that over 200,000 Florida adults of diverse age, race, ethnicity, and socio-economic status suffer from past-year gambling problems, and 800,000 more are at risk of developing such difficulties, constituting 4.7% of the adult population ages 18 and older; and

WHEREAS, it is further important to note that these statistics do not account for youth, who are increasingly and deceptively exposed to gambling concepts and are at an increased risk for developing gambling-related problems; and

WHEREAS, it is also essential to recognize problem gambling as a societal issue, with 8-10 additional people adversely impacted by every problem gambler, increasing the affected population by an estimated additional 1.5 million individuals, with conservative projected social costs amounting to more than \$9 billion nationally each year; and

WHEREAS, problem gambling is treatable for those who seek help, which minimizes the harm to Floridians and to the State as a whole; and

WHEREAS, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, toll-free, and 24-hour Problem Gambling HelpLine 888-ADMIT-IT; and

WHEREAS, the Florida Council on Compulsive Gambling's (FCCG's) public awareness campaign provides an opportunity to educate the public, policymakers, educators, businesses, mental health and criminal justice professionals, and others, about the potential adverse effects of gambling, as well as social, legal, financial, and emotional impacts and available supports; and

WHEREAS, free referrals to problem gambling resources and supports, including to licensed and certified treatment providers, self-help support groups, the FCCG's Online Program for Problem Gamblers (OPPG), the FCCG's Peer Connect Program, financial supports, legal resources, and many more are readily available to all Floridians by calling or texting the 888-ADMIT-IT HelpLine; and

WHEREAS, any individual, professional, or other organization dedicated to assisting those in need can participate in raising awareness and preventing problem gambling by promoting the statewide, confidential, multilingual, toll-free, and 24/7 999-ADMIT-IT Problem Gambling HelpLine; and

WHEREAS, the City of Clewiston can demonstrate its support in addressing problem gambling by raising public awareness through declaration of proclamation of the month of **March 2024 as Problem Gambling Awareness Month** in the City of Clewiston.

NOW, THEREFORE BE IT RESOLVED that the City of Clewiston does hereby proclaim the month of March 2024 as Problem Gambling Awareness Month in the City of Clewiston.

IN WITNESS WHEREOF, I have set my hand on this the 19th day of February, 2024.

James Pittman, Mayor

Mary K. Combass, City Clerk



EVENT APPLICATION

City of Clewiston

115 W. Ventura Ave.
Clewiston, FL 33440

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

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

Date of Event: March 15-16, 2024	Applicant's Name: Clewiston Sugar Festival, Inc.	Event: Clewiston Sugar Festival	
Mailing Address: 109 Central Ave	City: Clewiston	State/Zip Code: FL 33440	
Telephone No. 863.983.7979	Email Address: juliaduplooyllc@gmail.com	Fax No.	
Representative to Contact: Julia du Plooy		Telephone No: 352.258.5964	
Site/Facility for Event: Sugar Festival Parks & Feilds	Time Event Starts: 3/13/24	a.m. 7:00 p.m.	Will Street be Closed? <input checked="" type="radio"/> Yes <input type="radio"/> No
Estimated No. of Attendance: 15,000	Time Event Ends: 3/16/24	a.m. p.m. 8:00	Beginning Time: 3/16/22 8:00 am <input checked="" type="radio"/> a.m. <input type="radio"/> p.m.
		Ending Time: 3/19/22 8:00 am <input checked="" type="radio"/> a.m. <input type="radio"/> p.m.	
Description of Event: See attached			
Will Food be Served? <input checked="" type="radio"/> Yes <input type="radio"/> No	Will Alcohol be Served? * <input type="radio"/> Yes <input checked="" type="radio"/> No	Are Dumpsters Needed? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Is Electricity Needed? <input checked="" type="radio"/> Yes <input type="radio"/> No	Minimum of (2) officers required* Officers x \$35/\$50 =	\$	Mandatory Cleaning Fee (Determined by type of Event): \$
Any other City Service/Equipment Needed? If Yes, explain:		<input checked="" type="radio"/> Yes <input type="radio"/> No	City Supervisors Needed? <input type="radio"/> Yes <input type="radio"/> No
		Supervisors @\$20 per hour =	\$
The premises shall not be used for any illegal, improper, or immoral purpose. Renter will promptly and fully observe and comply with requirements, rules, laws, and ordinances of all lawfully constituted governmental authorities in any manner affecting the premises herein and hereby rented. Two weeks cancellation notice is required. Facility and/or site plan to be attached to form.			

Applicant's Signature: <i>Julia du Plooy</i>	Date: 1/30/2024
--	------------------------

Fees (to be completed by City representative):

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

Remarks:

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

Revised 10/17/11

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

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 Fax (863) 983-1430

Plan Submittal Requirements for Special Events

Upon application for a special event permit, a site plan is required. All required distances shall be indicated on the site plan. Permits shall be obtained and all requirements completed prior to a fire inspection.

1-Temporary tents and membrane structures must comply with the individual occupancy requirements for which the tent is being used (Example: mercantile, assembly, industrial, etc.)

2-All plans must include the following general items:

- Dates and hours of the event or usage period (must be located on the site plan or the floor plan)
- "Certificate of Fire Resistance" for the structure
- "Certificate of Fire Resistance" or flame spread documentation for all draperies, curtains, decorations, stage scenery, etc.
- Provide a notarized affidavit indicating that the wiring will comply with NFPA 70 and the name and license number of the electrician installing any electrical wiring in the tent.

3-All plans must include a separate FLOOR PLAN showing all, but not limited to, the following items:

- Locations of required number of exits, and exit capacity (width) based on occupant loads calculated by square footage.
- Dimensions of required aisles and seating row widths shall be accordance with the provisions of aisles and shall not be less than 44 inches in width. Seating row widths shall not be less than 12 inches. Rows shall be increased by 0.3 inch for every additional seat beyond 14, but the width need not be more than 22 inches. When more than 200 loose seats or folding chairs are used they shall be bonded together in groups of three or more.
- Locations of battery back-up exit signs. Exception: Non-illuminated exit signs may be used for events held during daylight hours only.
- Locations of emergency lighting fixtures. Exception: Emergency lighting can be omitted for events held during daylight hours only.
- Seating arrangements for table and chairs with distances between tables (if seating arrangements are provided).
- Location of bleacher/grandstand and their details (if bleachers are provided).

- Stage plan (including mobile stages) and location of egress points, including stair details, ramp details, handrail and guardrail details, etc. (if stage is provided).
- Location of fire extinguishers (1 for each 400 sq.ft. up to 1200 sq.ft., then one for each 1000 sq.ft. thereafter).
- Location of "NO SMOKING" signs

4-All plans must include a separate SITE PLAN including the following:

- Location of the tent in relation to all buildings or structures, roads, parking areas, storage containers, etc. (Minimum 20' separation required).
- Location of generator if applicable (minimum 20' from tent).
- Fire extinguishers are to have a minimum rating of 2A:10BC and be permanently mounted on a support member.

5-All plans submitted for SPARKLER SALES must also include the following:

- State sparkler certificate.
- Copy of state ID of applicant.

6-All cooking operations under a tent or membrane structure must comply with NFPA 1, chapter 50.

- Open or Exposed Flame- Open Flame or other devices emitting flame, fire or heat or any flammable or combustible liquid, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent, canopy or membrane structures while open to the public unless approved by the fire department official.
- If approved by fire department official, cooking and heating equipment shall be vented to the outside air by approved means. Cooking and heating equipment shall not be located within 10 feet of an exit or combustible material. Outdoor cooking that produces sparks or grease-laden vapors shall be at least 20 feet from tents, canopies, and membrane structures. The warming of previously prepared food is not considered to be cooking and is exempt from these requirements.
- **Class K Portable Fire Extinguishers** - Concession stands or vendors with cooking operations that include deep fat fryers shall provide a Class K wet chemical extinguisher. A minimum 2A:10BC fire extinguisher shall also be provided.

7- All Generators and power sources- Generators and other internal combustion power sources shall be separated from tents, canopies, and temporary membrane structures by a minimum of 20 feet.

8-Fire Watch-

- All temporary assembly tents with an occupant load of greater than 300 may be required to provide Fire Watch for the duration of the event.
- All permits will be reviewed and may require a fire watch based on information from application and site visit, if appropriate.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 Fax (863) 983-1430

GENERAL INFORMATION SHEET

REGARDING SPECIAL EVENTS, CARNIVALS AND FAIRS

Special Event: An event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

Carnival: A mobile enterprise principally devoted to offering amusement or entertainment to the public in, upon or by means of portable amusement rides or devices or temporary structures in any number or combination, whether or not associated with other structures or forms of public attraction.

Fair: An enterprise principally devoted to the exhibition of products of agriculture or industry in connection with the operation of amusement rides or devices, or concession booths.

- A permit is required from the Fire Department to conduct a carnival or fair. *NFPA 1: 1.12*
- A permit is required from the Fire Department for all tents over 200 square feet or canopies over 400 square feet in size, which are used on the premises. *NFPA 1: 1.12*
- A permit is required from the Fire Department to conduct a parade. *NFPA 1: 1.12*
- Tents and canopies described above are to be in compliance with *NFPA 1, Chapter 25*.
- Size and location of the carnival or fair may require fire apparatus access roads. *NFPA 1: 10.16.2*
- Fire extinguishers shall have a minimum rating of 2-A:10-B:C. Maximum travel distance to a portable fire extinguisher shall not exceed 75 feet. All fire extinguishers shall be serviced and tagged according to the State Fire Code. *NFPA 1: 10.16.5 & 10.16.10.4*
- Electrical equipment and installation shall comply with the Electrical Code, and subject to approval by the Building Department. *NFPA 1: 10.16.7*
- Concession stands utilized for cooking shall have a minimum of 10 feet of clearance on two sides and shall not be located within 10 feet of amusement rides or devices. *NFPA 1: 10.16.8*

- A "K" rated dry chemical fire extinguisher shall be provided where deep-fat fryers are used. *NFPA 1: 13.6.6.7.1*

- Internal combustion power sources shall have fuel tanks of adequate capacity to permit uninterrupted operation during normal operating hours. Refueling shall be conducted only when the ride is not in use. *NFPA 1: 10.16.10.1 & 10.16.10.2*

- Internal combustion power sources shall be isolated from contact with the public by either physical guards, fencing or an enclosure. A minimum of one fire extinguisher with a rating of not less than 2-A:10-B:C shall be provided. *NFPA 1: 10.16.10.3 & 10.16.10.4* (This is in addition to the normally required fire extinguishers.)

- For reviewing stands, grandstands, bleachers and folding and telescoping seating see *NFPA 1, Chapter 25*.

The items listed are general information only. Codes are subject to change. Additional requirements may apply.

Clewiston Fire Department
East Hendry County
121 Central Avenue, Clewiston, FL 33440
Phone (863) 983-1500 Fax (863) 983-1430

FIRE SAFETY PERMIT APPLICATION

A Fire Safety Permit is required for any gathering that takes place on public or private property, an event whether indoors or outdoors, that is held on public property or streets, non-profit organization property or non-residential private property that can reasonably be expected to cause a public gathering that is not part of the normal course of business at the location.

The Fire Safety permit application form must be completed and submitted not less than thirty (30) days in advance of the event.

REQUIREMENTS:

1. Completed application and non-refundable permit fee of \$50.00.
2. Site plan of the event showing all temporary installations in relation to the surroundings. The site plan must show a detailed diagram of the event including the location of concession booths, portable toilets, dumpsters, public, emergency and accessible routes, parking, banners and signs, location of tents, stages, entertainment and orientation of loudspeakers, locations for electricity and water, and other relevant information.
3. If your event includes construction, electrical, plumbing or mechanical work, then the work must receive a final inspection prior to the commencement of the event. If the inspection must be completed after 3:00 p.m. Monday through Friday, over a weekend, or on a National Holiday, then the cost of each inspection will be \$60.00 per hour per inspector (minimum 2 hours, if available). Please note that the specific contractor for the applicable inspection must be on-site at time of inspection. If not, the inspection will be cancelled.

The person or designee in charge of the event must be present at the event and remain at the location for the entire duration of the event.

FIRE SAFETY PERMIT APPLICATION

Title of Event: Clewiston Sugar Festival

Date(s) of Event: March 15 - 16, 2024 Estimated Attendance: 15,000 per day

3/15/24 5:00pm to 9:00pm

Times of Event: 3/16/24 8:00am - 7:00 pm Set-up: 3/14/24 8:00am Breakdown: 3/19/23 8:00am

Event Location: Sugar Festival Field / Civic Park / Sweet Taste Playground (See Attached Map)

(Attach Site Diagram: Set-up sketch, staging items, food vendors, parking area, security, etc.)

SPECIFIC TYPE OF EVENT (Check all that apply):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Athletic Event | <input type="checkbox"/> Business Event | <input checked="" type="checkbox"/> Celebrations | <input checked="" type="checkbox"/> Community Event |
| <input checked="" type="checkbox"/> Concert/Band | <input checked="" type="checkbox"/> Fair/Carnival | <input checked="" type="checkbox"/> Fireworks | <input type="checkbox"/> Fundraiser |
| <input type="checkbox"/> Grand Opening | <input type="checkbox"/> Parade | <input type="checkbox"/> Political Event | <input type="checkbox"/> Place of Worship |
| <input type="checkbox"/> Wedding | <input type="checkbox"/> Other _____ | | |

Description of Event: End of harvest celebration

Will Vendors be cooking or heating food? (Please read fire watch requirements for cooking.)

☒ Gas ☒ Electric ☒ Charcoal ☐ Other: _____

Will any of the following event staging items be used?

- | | | |
|--------------------------------------|-----------------|-----------------------|
| <input type="checkbox"/> Canopy(ies) | Quantity: _____ | Sizes(s) LxWxH: _____ |
| <input type="checkbox"/> Stage(s) | Quantity: _____ | Sizes(s) LxWxH: _____ |
| <input type="checkbox"/> Tent(s) | Quantity: _____ | Sizes(s) LxWxH: _____ |

Please attach:

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

Producing Organization/Entity: Clewiston Sugar Festival, Inc.

Contact Name: Julia du Plooy

Phone: 352.258.5964

Emergency contact: _____

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

APPLICANT INFORMATION: Julia du Plooy for

Name (Please Print): Clewiston Sugar Festival Inc Signature: Julia du Plooy

Mailing Address: 109 Central Ave, Clewiston FL 33440

Phone: 863.983.7979

Cell: 352.258.5964

Email: juliaduplooyLLC@gmail.com

**SPECIAL EVENT PERMIT
HOLD HARMLESS AGREEMENT**

I/We the undersigned, being of lawful age, by affixing my/our signatures hereto, do hereby agree to indemnify and to hold harmless the City of Clewiston, its officers, employees, elected officials and agents, from and against any and all liability claims, actions, causes of action, demands, rights, damages, cost, loss of service, expenses, and compensation for all negligence whether active or passive arising out of or in any way connected or related to _____

Clewiston Sugar Festival

(Name of Event)

to be held on

March 15 & 16, 2024

(Date of Event)

Clewiston Sugar Festival, Inc.

Name of sponsoring Individual(s) or Organization/Group

109 Central Ave, Clewiston, FL 33440

Address

863.983.7979

Phone No. (include Area Code)

juliaduplooyllc@gmail.com

Email Address

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

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

AUTHORIZED REPRESENTATIVE

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

I, Julia du Plooy, warrant that I have authority to bind Clewiston Sugar Festival, Inc.
(Name of individual) (Name of Organization/Group)

_____ to this Hold Harmless Agreement and by my signature hereon do so bind this individual/organization. By executing this waiver as an authorized representative you are hereby binding all of your organization/group's individuals participating in this event to this waiver and hereby assume responsibility for these individuals.

Julia du Plooy
Signature

January 30, 2024
Date

Signature

Date

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

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

(Print Name of Parent/Legal Guardian)

Signature

Date

CLEWISTON SUGAR FESTIVAL

Mayor James Pittman
and the City Commissioners
City of Clewiston
115 West Ventura Avenue
Clewiston, FL 33440

February 1, 2024

Dear Mayor James Pittman and the City Commissioners,

The Sugar Festival Committee is busy at work planning our 38th Annual Clewiston Sugar Festival, to be held on Friday and Saturday, March 15th & 16th in and around Civic Park. We remain appreciative of the support that we have received over the years from the City of Clewiston through staff and services.

This year's festival is shaping up to be one of the biggest yet with entertainment by Jordan Davis, Austin Snell, The Frontmen, Ella Langley, and Dalton Dover .

We respectfully request your support and assistance with the following:

- Use of the Clewiston Youth Center for the Honoree Breakfast, Wednesday, March 13, 2024 7:00am – 10:00am
- Providing and placing dumpsters and trash cans throughout the park area, with schedules for emptying the trash cans as the event proceeds and for the final clean up after the festival concludes
- Assistance with dropping of power lines and hanging banners, pennants, and signage in the Sugar Festival Area
- Permission to close on Thursday, March 14, 2024:
 - o Royal Palm Avenue from Sugarland Highway to East Pasadena Avenue
- Permission to close on Friday, March 15th, 2024:
 - o Osceola from Ponce de Leon to North Deane Duff Ave
 - o Royal Palm Ave from Pasadena to Balboa Street
 - o North Deane Duff from Osceola Avenue to Royal Palm Avenue
 - o Section of Pasadena north of the Clewiston Inn at 2pm (unless parking pass is presented)
- Permission to close on Saturday, March 16, 2024:

CLEWISTON SUGAR FESTIVAL

- Section of Pasadena north of the Clewiston Inn between Royal Palm and North Deane Duff Ave (with strict pass enforcement)
- Osceola from intersection with North Deane Duff west to intersection with North W.C. Owen
- Royal Palm Avenue from the intersection with Pasadena and north to intersection with North Deane Duff
- Ponce de Leon Avenue from Sugarland Highway north to intersection with North W.C. Owen Avenue
- North Dean Duff from intersection with Osceola North to intersection with Royal Palm Avenue
- Balboa from intersection with Royal Palm Ave West to intersection with Ponce de Leon Ave
- Requests for all road closures taking place on Saturday March 16, 2024, to take place no later than 6:00am Saturday morning.
- Placing of street barricades for the above intersections beginning Friday, March 15, 2024, until the end of the festival on Saturday March 16, 2024
- Permission to erect a small stage in civic park Thursday, March 15, 2024
- Permission for tents to be erected in the park area east of the city pool beginning on Wednesday, March 13, 2024, and removed on March 18, 2024.
- Permission for the main stage to be set up on the tennis courts north of the Clewiston Inn.
- Permission for tents to be placed on both the Youth Center and Library parking lots. We request these parking lots be taped off on the evening of Wednesday, March 13, 2024, so that they will be free of vehicles once crews arrive to place the tents. The tent vendor will ensure that all repairs will be made from stakes that have to be placed into the asphalt. Tents will be placed on March 14, 2024 and removed March 18, 2024.
- City preparation of the horseshoe, and tennis courts that will be used for sports tournaments March 16, 2024.
- City preparation of the baseball fields at Sugarland Sports Park that will be used for a softball tournament Thursday March 14, 2024.
- Use of Sweetest Town Playground that will be used for kids play park Friday March 15, 2024 and Saturday March 16, 2024.
- Request to begin setting up equipment on the grassy area of Sweetest Town Playground March 11th, 2024.
- Request overall coordination of the Sugar Festival security be handled by the Clewiston Police Department with appropriate coordination with the Hendry County Sheriff and all private security
- Designation of additional handicapped parking along North Deane Duff, Royal Palm Avenue, and Ponce de Leon Avenue as Chief Tom Lewis deems necessary

CLEWISTON SUGAR FESTIVAL

- Use of parking spaces in the following areas to be designated vendor parking: on Central Ave, lot between city hall and planning & zoning dept, lot adjacent to old police station.

The Clewiston Sugar Festival committee is very appreciative of the continued support given to us by the City of Clewiston and its employees. Without your support the festival absolutely would not be a success. We look forward to working together to give the residents and our visitors one of the best Festivals to-date!

Warm Regards,



Julia du Plooy
Clewiston Sugar Festival Chairwoman

CLEWISTON SUGAR FESTIVAL



Nationwide Brokerage Solutions®

SPECIAL EVENT GENERAL LIABILITY APPLICATION

Applicant's Name: <u>Clewiston Sugar Festival Inc.</u>	Agency Name: <u>John Perry Insurance</u>
Mailing Address: <u>109 Central Ave.</u> <u>Clewiston FL 33440</u>	Agent: <u>John Perry</u>
Website Address: <u>Clewistonsugarfestival.com</u>	Address: <u>1008 W. Sagamore Ave. Ste 1</u> <u>Clewiston FL 33440</u>
	E-mail: <u>erin.drake@johnperryinsurance.com</u>
	Phone: <u>(803) 983-8222</u>

PROPOSED EFFECTIVE DATE: From 3/9/24 To 3/17/24 12:01 A.M., Standard Time at the address of the Applicant

ANSWER ALL QUESTIONS—IF THEY DO NOT APPLY, INDICATE "NOT APPLICABLE" (N/A)

Applicant is: ☐ Individual ☒ Corporation ☐ Partnership ☐ Joint Venture
☐ Limited Liability Company ☐ Other (Specify): _____

Limits Of Liability and Deductible Requested:

General Aggregate (other than Products/Completed Operations)	\$ <u>5000000</u>
Products and Completed Operations Aggregate	\$ <u>5000000</u>
Personal and Advertising Injury (any one person or organization)	\$ <u>1000000</u>
Each Occurrence	\$ <u>1000000</u>
Damage To Premises Rented To You (any one premise)	\$ <u>100000</u>
Medical Expense (any one person)	\$ <u>10000</u>
Other Coverages, Restrictions, and/or Endorsements:	\$
Deductible	\$

- Location address of event and venue name (if applicable): 3/9 Miss Sugar Pageant (1200 W. Owen Ave.)
3/13 Breakfast (110 W. Osceola Ave.) 3/14 Softball Tournament (W. Arroyo Ave.) 3/15
Concert (117 W. Osceola Ave.) 3/16 Sugar Festival (117 W. Osceola Ave.)
 - Description of event (attach any flyers, brochures and/or event website address):
Website listed - concert, games, vendors, pageant, softball tournament,
festival.
- Maximum daily attendance: Sugar Festival (3/16) - 5000 / Softball tournament (3/14) - 80.
Total attendance: pageant (3/9) - 200.
Sales: _____ \$ _____

Length of event: 3/9 - 3/17
 Estimated age group of audience: Sugar Festival (8-8)/Softball (4-8)/Pageant (7:30-10:30) From: 0 To: 100
 Daily hours of event: Sugar Festival (8-8)/Softball (4-8)/Pageant (7:30-10:30)
 No. of Participants: _____
 Do participants sign waiver of liability agreements? ☐ Yes ☒ No

3. Applicant's experience in conducting events of this or similar nature: same events every year

Is applicant an event planner/coordinator? ☐ Yes ☒ No

4. If applicant is the sponsor, does the operator have General Liability Insurance? ☐ Yes ☒ No

If yes: Name of insurance carrier: _____

General Liability limits: \$ _____

5. Is any Marijuana/Cannabis sold or distributed? ☐ Yes ☒ No

6. Entertainment:

a. Is live entertainment provided? Jordan Davis, Austin Jheil, Frontmen, Danton Dover ☒ Yes ☐ No

If yes, describe: Dover, & Ella Langley

b. Is event a rave, rave dance or rave party? ☐ Yes ☒ No

c. Is there a concert? ☒ Yes ☐ No

If yes: Type of music:

☐ Alternative ☒ Blue grass ☐ Classical ☒ Country/Western ☐ Gospel
☐ Gothic ☐ Hard core ☐ Heavy metal ☐ Hip-hop ☐ Jazz
☐ R&B ☐ Rap ☐ Rock ☐ Other (describe): _____

Names of performers or groups: Jordan Davis, Austin Jheil, Frontmen, Danton Dover

Any special effects for the concert? Ella Langley ☐ Yes ☒ No

If yes, describe: _____

7. Fireworks:

a. Is there a fireworks display? ☐ Yes ☒ No

b. Is a licensed pyrotechnician igniting the fireworks? ☐ Yes ☒ No

If no, advise who will ignite: _____

c. Is person igniting fireworks insured for this operation? ☐ Yes ☒ No

d. Distance between fireworks staging area and audience: _____

e. Are spectators allowed in fireworks staging area? ☐ Yes ☒ No

f. Are firemen present? ☐ Yes ☒ No

g. Are fireworks being sold? ☐ Yes ☒ No

8. First Aid:

a. Are first aid facilities provided at the event? ☒ Yes ☐ No

If yes, describe: EMT / FIRE ON SITE & POLICE

b. Who will be in charge of the facilities? ☐ Doctors ☐ Nurses ☒ Others: EMT

9. Hold-harmless Agreements:

- a. Is applicant held harmless by others? ☐ Yes ☐ No
- b. Does applicant agree to hold any third-party harmless? ☐ Yes ☐ No
If yes, who? _____
- c. Is applicant naming anyone as an additional insured? ☐ Yes ☐ No
If yes, who and why? _____

10. Liquor:

- a. Is liquor to be sold by applicant? ☐ Yes ☒ No
- b. Is liquor to be served, but not sold, by applicant? ☐ Yes ☒ No
If yes, explain: _____
- c. Does applicant want Host Liquor? ☐ Yes ☐ No
- d. Is liquor to be served/sold by others? ☐ Yes ☒ No
If yes, do they have Liquor Liability coverage? ☐ Yes ☐ No
- e. Are attendees allowed to bring their own alcohol? ☐ Yes ☒ No

11. Rides/Attractions:

- a. Are inflatables utilized? ☒ Yes ☐ No
If yes: Number and description: All Rides/Inflatables brought by separate vendor.
Are inflatables provided by the applicant? ☐ Yes ☒ No
Are inflatables provided by vendors? ☒ Yes ☐ No
Advise if applicant or vendor oversee use of inflatables: Vendor
- b. Are rides provided? ☒ Yes ☐ No
If yes: Number and description: all rides/inflatables brought by vendor
Are rides inspected? ☒ Yes ☐ No
Do rides have signs clearly marking age, height and size limitations? ☒ Yes ☐ No
Is applicant in compliance with state laws regulating amusement ride inspections and limitations? ☒ Yes ☐ No
- c. Do ride/inflatable vendors have General Liability insurance? ☒ Yes ☐ No
If yes: Advise limits: 5 million
Is applicant included as an additional insured on the ride/inflatable vendors General Liability policies? ☒ Yes ☐ No
Does applicant obtain certificates of insurance from the ride/inflatable vendors? ☒ Yes ☐ No
- d. Do ride/inflatable vendors hold applicant harmless? ☐ Yes ☐ No

12. Security: Police on site.

- a. Is there a written emergency plan in the event of an accident? ☐ Yes ☐ No
- b. Indicate which of the following are applicable and number provided:
- ☐ Chaperons: _____
- ☐ Employed armed security: _____
- ☐ Employed unarmed security: _____
- ☐ Off-duty police: _____

- ☐ Independent armed security contractor:.....
- ☐ Independent unarmed security contractor:.....
- Does independent security contractor provide a certificate of insurance?..... ☐ Yes ☐ No
- Does independent security contractor hold applicant harmless?..... ☐ Yes ☐ No
- Does independent security contractor name applicant as additional Insured on General Liability policy?..... ☐ Yes ☐ No

13. Stadiums:

- a. Are bleachers or platforms to be used?..... ☐ Yes ☒ No
If yes, type: ☐ Permanent ☐ Portable
- b. Back and side railings provided?..... ☐ Yes ☐ No
- c. Construction: ☐ Concrete ☐ Steel ☐ Wood
- d. Height in feet: _____ Age of bleachers or platform: _____
- e. Are patrons protected from, and warned against, potential flying objects?..... ☐ Yes ☐ No
- f. Are patrons allowed on the field, track or pit area?..... ☐ Yes ☐ No
- g. Is public address system clearly audible in all parts of the facility?..... ☐ Yes ☐ No
- h. Is there a backup electrical supply for lighting and the public address system?..... ☐ Yes ☐ No
- i. Are premises entrances/exits well lit?..... ☐ Yes ☐ No

14. Traffic Control:

- a. Who is responsible for crowd and traffic control? POLICE / FIRE
- b. Are parking areas smooth with clearly marked parking areas and exit roads? NA..... ☐ Yes ☐ No

15. Additional Insured Information:

Name	Address	Interest

16. During the past three years, has any company ever cancelled, declined or refused similar insurance to the applicant? (Not applicable in Missouri)..... ☐ Yes ☒ No
If yes, explain: _____

17. Does applicant have other business ventures for which coverage is not requested?..... ☐ Yes ☒ No
If yes, explain and advise where insured: _____

18. Prior Carrier Information:

	Year:	Year:	Year:	Year:	Year:
Carrier					
Coverage					
Policy No.					
Total Premium					

19. Loss History: None

Indicate all claims or losses (regardless of fault and whether or not insured) or occurrences that may give rise to claims for the prior five years. ☐ Check if no losses last five years.

Date of Loss	Description of Loss	Amount Paid	Amount Reserved	Claim Status (Open or Closed)

Complete the following if applicable to event(s):

20. Bicycle/Running Event: NA

- a. Advise distance of event: _____
- b. Is the route surface free of hazards and clearly marked? ☐ Yes ☐ No
- c. Are pedestrians and vehicular traffic rerouted? ☐ Yes ☐ No
- d. Does event take place on public roads? ☐ Yes ☐ No
- If yes: Are police escorts along route? ☐ Yes ☐ No
- Are lane barriers utilized? ☐ Yes ☐ No

21. Christmas Tree Lot/Farm: NA

- a. Number of Christmas Tree lots: _____
- b. Number of Christmas Tree farms: _____
- c. Are customers allowed to cut their own trees? ☐ Yes ☐ No
- If yes: Anyone under the age of eighteen (18) permitted to cut? ☐ Yes ☐ No
- Are cutting tools provided to customers? ☐ Yes ☐ No
- If yes, are power cutting tools provided? ☐ Yes ☐ No
- Are customers required to sign liability waivers? ☐ Yes ☐ No

22. Haunted House: NA

- a. Describe building and construction: _____
- b. Is there any cardboard construction? ☐ Yes ☐ No
- If yes, describe: _____
- c. Age: _____ Condition: _____
- d. Are there separate entrances and exits? ☐ Yes ☐ No
- e. Has the house been inspected by a Fire Marshall? ☐ Yes ☐ No
- f. Does the house meet all local, city and state codes? ☐ Yes ☐ No
- g. Describe any temporary structures: _____
- h. Are any of the following present? ☐ Yes ☐ No
- ☐ Electric shock devices ☐ Fire or Flash powders ☐ Moveable floors ☐ Power tools as props
- ☐ Sinking floors ☐ Slides ☐ Suspended bridges ☐ Unlit stairs

i. Describe special effects: _____

j. Does applicant have lead and follow-up guides? ☐ Yes ☐ No

k. Ratio of attendants to the public: _____ Number of persons per group: _____

l. Age of clients: _____ Are children supervised? ☐ Yes ☐ No

m. Does applicant have a door monitor? ☐ Yes ☐ No

n. Does applicant have the public participate in stunts? ☐ Yes ☐ No

o. Does anyone touch the public? ☐ Yes ☐ No

If yes, explain: _____

p. Does applicant have a gift shop or concession stand? ☐ Yes ☐ No

If yes, receipts: _____

23. **Motorized Vehicle Sporting Event:** NA
Complete GLS-APP-62s, Racing Special Events Supplemental Application.

24. **Parade:** NA

a. Are cross streets barricaded? ☐ Yes ☐ No

b. Are souvenirs or other items thrown into the crowd? ☐ Yes ☐ No

If yes, what is thrown? _____

c. Animals in the parade are: _____

d. Are all of the animals insured against third-party liability claims by the owner? ☐ Yes ☐ No

If yes, what are the minimum liability limits required of the owners: _____

e. Length of parade route: _____ Number of floats: _____ Number of Equestrians: _____

f. Number of bands: _____ Number of motorized vehicles and/or floats: _____

g. Is parade route able to handle size and height of floats? ☐ Yes ☐ No

25. **Political Rally:** NA

Please describe: _____

26. **Pumpkin Patch (temporary retail lot):** NA

a. Indicate if any of the following activities are available:

- ☐ Hay stack/slide ☐ Hay rides (maximum number of riders per wagon _____)
☐ Petting zoo ☐ Maze ☐ Pony sweep ☐ Pumpkin picking from fields
☐ Other (Specify): _____

b. Is any pumpkin patch in conjunction with farm operations? ☐ Yes ☐ No

27. **Rodeo:** NA

a. Name(s) of rodeo promoter/company/stock contractor: _____

b. Does the rodeo board the stock in the applicant's facility overnight? ☐ Yes ☐ No

c. Does the rodeo company maintain responsibility for security of stalls/pens used to board the stock? ☐ Yes ☐ No

d. Are the transfer areas between the animal pens and the competition restricted from the general public? ☐ Yes ☐ No

e. Rodeo arena specifics: ☐ Indoors ☐ Outdoors ☐ Permanent ☐ Temporary

28. Under 21 Dance, Graduation Night or Prom: **NA**

- a. Are students allowed to leave and return? ☐ Yes ☐ No
- b. Are chaperons provided? ☐ Yes ☐ No
- c. Is security provided? ☐ Yes ☐ No

If yes, describe and advise if armed: _____

This application does not bind the applicant nor the Company to complete the insurance, but it is agreed that the information contained herein shall be the basis of the contract should a policy be issued.

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (Not applicable in AL, CO, DC, FL, KS, LA, ME, MD, MN, NE, NY, OH, OK, OR, RI, TN, VA, VT or WA.)

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WARNING TO DISTRICT OF COLUMBIA APPLICANTS: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MINNESOTA APPLICANTS: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FRAUD WARNING (APPLICABLE IN VERMONT, NEBRASKA AND OREGON): Any person who intentionally presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

FRAUD WARNING (APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON): It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NEW YORK FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

APPLICANT'S STATEMENT:

I have read the above application and I declare that to the best of my knowledge and belief all of the foregoing statements are true, and that these statements are offered as an inducement to us to issue the policy for which I am applying. (Kansas: This does not constitute a warranty.)

DocuSigned by:

Julia Duplooy

B458D78228E14C3

1/31/2024 | 9:39 AM EST

APPLICANT'S SIGNATURE: _____ DATE: _____

CO-APPLICANT'S SIGNATURE: _____ DATE: _____

PRODUCER'S SIGNATURE: *JP* _____ DATE: *01/31/24*

AGENT NAME: *John Perry* _____ AGENT LICENSE NUMBER: *A704901*

(Applicable to Florida Agents Only)

IOWA LICENSED AGENT: _____

(Applicable in Iowa Only)

IMPORTANT NOTICE

As part of our underwriting procedure, a routine inquiry may be made to obtain applicable information concerning character, general reputation, personal characteristics and mode of living. Upon written request, additional information as to the nature and scope of the report, if one is made, will be provided.

Certificate Of Completion

Envelope Id: D60201D4E7E24E748CC10A4921AF8FB8

Status: Completed

Subject: Complete with DocuSign: CSF SUPP APP.pdf

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

John Perry Perry Insurance Agency

AutoNav: Enabled

1008 W Sagamore Ave Suite 1

EnvelopeId Stamping: Enabled

Clewiston, FL 33440

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

marce@johnperryinsurance.com

IP Address: 76.110.44.41

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Holder: John Perry Perry Insurance Agency

Location: DocuSign

1/30/2024 1:29:32 PM

marce@johnperryinsurance.com

Signer Events

Julia Duplooy

juliaduplooyllc@gmail.com

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



B458D78228E14C3

Signature Adoption: Pre-selected Style

Using IP Address: 73.204.224.201

Timestamp

Sent: 1/30/2024 1:30:28 PM

Resent: 1/30/2024 4:12:35 PM

Viewed: 1/31/2024 9:39:39 AM

Signed: 1/31/2024 9:39:48 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

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Security Checked

1/31/2024 9:39:39 AM

Signing Complete

Security Checked

1/31/2024 9:39:48 AM

Completed

Security Checked

1/31/2024 9:39:48 AM

Payment Events**Status****Timestamps**

CITY OF CLEWISTON
City Commission Agenda Item Report

CONSENT AGENDA ITEM REPORT H
Commission Meeting Date: February 19, 2024

Subject: Resolution No. 2024-009

- 1. Background/History:** Resolution No. 2022-072 approves the adoption of Hendry County Library Cooperative policies regulating the organization and use of library materials, services and facilities and approves the removal of certain Hendry County Library Cooperative policies adopted September 19, 2022 by Resolution No. 2022-072.

The adoption of the Hendry County Library Cooperative policies and the removal of certain Hendry County Library Cooperative policies was approved by the Hendry County Library Cooperative Board on November 16, 2023:

- 2. Financial Impact:** N/A
- 3. Attachments:**
- a.** Resolution No. 2024-009
 - b.** Application for Library Services for Homebound Patrons
 - c.** Confidentiality of Public Record Policy
 - d.** Library Card Registration and Circulation Policy
 - e.** Materials Selection Policy
 - f.** Request for Reconsideration of Material Policy
 - g.** Request for Reconsideration of Material Form
 - h.** Unattended Child Policy
 - i.** Access to Information Statement
 - j.** Freedom to Read Statement
 - k.** Freedom to View Statement
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-009.

RESOLUTION NO. 2024-009

A RESOLUTION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE ADOPTION OF HENDRY COUNTY LIBRARY COOPERATIVE POLICIES REGULATING THE ORGANIZATION AND USE OF LIBRARY MATERIALS, SERVICES AND FACILITIES AND APPROVING THE REMOVAL OF CERTAIN HENDRY COUNTY LIBRARY COOPERATIVE POLICIES ADOPTED SEPTEMBER 19, 2022 BY RESOLUTION NO. 2022-072.

WHEREAS, libraries adopt administrative policies and procedures to regulate the organization and use of library materials, services and facilities; and

WHEREAS, the following policies were approved by the Hendry County Library Cooperative Board on November 16, 2023:

- a. Application for Library Services for Homebound Patrons
- b. Confidentiality of Public Record Policy
- c. Library Card Registration and Circulation Policy
- d. Materials Selection Policy
- e. Request for Reconsideration of Material Policy
- f. Request for Reconsideration of Material Form
- g. Unattended Child Policy
- h. Access to Information Statement

WHEREAS, the removal of the following policies, previously approved by the City Commission on September 19, 2022 by Resolution No. 2022-072, was approved by the Hendry County Library Cooperative Board on November 16, 2023 as they relate to the American Library Association and will be replaced with the new Access to Information Statement:

- a. The Freedom to Read Statement
- b. ALA's Freedom to View Statement

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

SECTION 1. The City Commission of the City of Clewiston as the governing board of the Hendry County Library Cooperative hereby approves the following policies:

- a. Application for Library Services for Homebound Patrons
- b. Confidentiality of Public Record Policy
- c. Library Card Registration and Circulation Policy
- d. Materials Selection Policy
- e. Request for Reconsideration of Material Policy
- f. Request for Reconsideration of Material Form

- g. Unattended Child Policy
- h. Access to Information Statement

SECTION 2. The City Commission of the City of Clewiston as the governing board of the Hendry County Library Cooperative hereby approves the removal of the following policies:

- a. Application for Library Services for Homebound Patrons
- b. Confidentiality of Public Record Policy

PASSED and ADOPTED by the City Commission of the City of Clewiston this 19th day of February, 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



Hendry County Library Cooperative Policies Application for Library Services for Homebound Patrons

In an attempt to provide services for persons who are either homebound or who reside in a healthcare facility; Hendry County Library Cooperative is willing to allow a caregiver or employee in such a facility to check out materials & pay fines for said patron using the patrons Library card. If you have had a Library card in the past and have lost it, there will be a \$2.00 replacement fee. You (the patron) will be responsible for any late fees or charges for damaged or lost items. The person(s) you have chosen to pick up materials for you will need to bring this form in completed and signed by you (the patron). They will also need your photo ID (or copy of) and proof of your current residence if different than the ID card.

The person you have chosen to check out for you will also need a valid photo ID to identify himself or herself as the said person. This application will be kept at the Hendry County Library Cooperative home Library as a permanent record. If you no longer want this person to check out materials for you, you will need to notify your Hendry County Library Cooperative home Library. You will need your Library card number if you need to change the authorized person to someone else; and you will need to complete and sign a new application.

Patron's full name (printed): _____

Patron's signature: _____

Current address (home or facility): _____

Telephone number(s): _____

Date of birth: _____

I hereby authorize to use my Library card to check out Library materials and pay fines for my use ONLY. I am unable to visit the Library in person due to my being homebound or a resident in a health care facility.

Caregiver's full name (printed): _____

Caregiver's signature: _____

Caregiver's home address: _____

Caregiver's telephone number(s): _____

Caregiver's driver's license or Florida ID #: _____

I, _____, being the caregiver or employee at the health care facility where the patron resides; promise in good faith to abide by all the policies of the Hendry County Library Cooperative. I will be using the patron's Library card to check out materials for the patron and return them back to the Library. If any materials are late, damaged or lost I will do my best to make sure the patron is aware and pays for all charges that are due.

In the event of any circumstances that you need to contact the Hendry County Library Cooperative please call your home Library whose number can be found on your Library card.



Hendry County Library Cooperative Policies Confidentiality of Public Record Policy

In accordance with Florida Statutes Section 257.261, the Hendry County Library Cooperative reaffirms that all of its circulation and patron registration records are confidential. Further, all such information is exempt from the provisions of Florida Statute Section 119.07 and from Section 24(a) of Article I of the State Constitution, except in accordance with a proper judicial order or as otherwise exempted by FS 257.261.

Florida Statute 257.261, Library registration and circulation records, reads:

(1) All registration and circulation records of every public library, except statistical reports of registration and circulation, are confidential and exempt from the provisions of s. 119.07(1) and from s. 24(a), Art. I of the State Constitution.

(2) As used in this section, the term "registration records" includes any information that a library requires a patron to provide in order to become eligible to borrow books and other materials, and the term "circulation records" includes all information that identifies the patrons who borrow particular books and other materials.

(3)(a) Except in accordance with a proper judicial order, a person may not make known in any manner any information contained in records made confidential and exempt by this section, except as otherwise provided in this section.

(b) A library or any business operating jointly with the library may, only for the purpose of collecting fines or recovering overdue books, documents, films, or other items or materials owned or otherwise belonging to the library, disclose information made confidential and exempt by this section to the following:

- 1. The library patron named in the records;*
- 2. In the case of a library patron less than 16 years of age, the parent or guardian of that patron named in the records;*
- 3. Any entity that collects fines on behalf of a library, unless the patron is less than 16 years of age, in which case only information identifying the patron's parent or guardian may be released;*
- 4. Municipal or county law enforcement officials, unless the patron is 16 years of age, in which case only information identifying the patron's parent or guardian may be released; or*
- 5. Judicial officials.*

(4) Any person who violates this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.



Hendry County Library Cooperative Policies

Library Card Registration and Circulation Policy

Library Cards and Privileges

Types of Cards-

- **Adult** – any individual who is at least 18 years old and who lives within Hendry County, Florida qualifies for a free library card which may be used at our three library branches in the County (Clewiston, Harlem, and Labelle).
 - Each adult must provide photo identification along with one piece of mail, bill, rental agreement, etc. that has been postmarked within the past 60 days. The document and/or piece of mail/bill must reflect an address within the County.
 - Each adult will have the option to create a PIN # when registering which will provide them computer/internet access at the library as well as access to their account online at our library website. They will be able to search the online catalog, place holds on items, as well as access Libby for eBooks/audiobooks.
- **Juvenile** –minor children, ages 5-17, whom reside or attend school in Hendry County, may obtain a library card.
 - The minor's parent/guardian must accompany them to the library when registering for the card.
 - Each guardian shall either already have their own HCLC library card or obtain one prior to registering their child.
 - The parent/guardian will need to fill out the Juvenile Library Card Parental Consent form (attachment A) which provides them the opportunity to choose which collections their child may check out materials from:

Books

- ☐ All Reading Collections
- ☐ Young Adult (approx. ages 14-17)
- ☐ Juvenile (Fiction and Non-Fiction) (approx. ages 6-13)
- ☐ Easy Reader (approx. ages birth to 5 years old)

DVDs

- ☐ All DVD's (includes items below as well as Spanish and Non-fiction)
- ☐ Young Adult (includes non-fiction and fiction titles)
- ☐ Juvenile (includes non-fiction and fiction titles)
- ☐ Easy
- Parents/Guardians are allowed to change their child's "allowed/blocked categories" at any time, but must do so by updating their child's registration card by presenting their own library card or photo ID.
- Parents/Guardians will also need to select whether or not they will allow their child to have internet access at the library by indicating so on the registration card. With doing so, the minor child will be allowed to access the computers/internet for up to 2 hours per day as well as the library's online database and Libby app which provides free access to eBooks and audiobooks (library is not able to restrict the collections accessed on Libby). If parents agree

to allow access, a PIN # must be created in order to log on to the library computers or at home to Libby.

- ☐ Internet/PIN Access Granted
- ☐ Internet/PIN Access Denied

- **Non-Resident Adult Cards-** Individuals who do not reside in Hendry County may obtain a card.
 - Must provide photo identification.
 - Must provide address verification from within the past 60 days.
 - Costs-\$5.00 for 6 months, with options to renew again
- **Non-Resident Juvenile Cards-** minor children, ages 5-17, whom reside or attend school in Hendry County, may obtain a library card.
 - The minor's parent/guardian must accompany them to the library when registering their child.
 - Each guardian shall either already have their own HCLC library card or obtain one prior to registering their child.
 - The parent/guardian will need to fill out the **Juvenile Library Card Parental Consent Form** (attachment A) which provides them the opportunity to choose which collections their child may check out materials from:
 - Books
 - ☐ All Reading Collections
 - ☐ Young Adult (approx. ages 14-17)
 - ☐ Juvenile (Fiction and Non-Fiction) (approx. ages 6-13)
 - ☐ Easy Reader (approx. ages birth to 5 years old)
 - DVDs
 - ☐ All DVD's (includes items below as well as Spanish and Non-fiction)
 - ☐ Young Adult (includes non-fiction and fiction titles)
 - ☐ Juvenile (includes non-fiction and fiction titles)
 - ☐ Easy
 - Parents/Guardians are allowed to change their child's "allowed/blocked categories" at any time, but must do so by updating their child's registration card. Parents must present their library card or photo ID.
 - Parents/Guardians are responsible for selecting whether or not they will allow their child to have internet access at the library by indicating so on the registration card. With doing so, the minor child will be allowed to access the computers/internet for up to 2 hours per day as well as the library's online database and Libby app which provides free access to eBooks and audiobooks (library is not able to restrict the collections accessed on Libby). If parents agree to allow access, a PIN # must be created in order to log on to the library computers or at home to Libby.
 - ☐ Internet/PIN Access Granted
 - ☐ Internet/PIN Access Denied
- **Computer Guest Pass-**for visitors to our libraries who need internet access, they may purchase a guest pass for \$1.00 per day.
 - Provides up to 2 hours of computer use per day.
 - Printing capabilities for additional costs.
- **Lost Cards-**Initial library cards are free of charge under the conditions listed above. Replacement costs for lost, missing, or damaged cards will be \$2.00 per card and is non-refundable in the case the original card is found.

NOTE: All patrons, adult and juvenile, are expected to bring their Library cards with them if they intend to check out items or use the Internet. An individual who repeatedly ignores this expectation may be denied the privilege of checking out materials until they present their card at the Library. Patrons may be limited to a twice-per- year exception allowing them to check out with their license or photo I.D. Only the registered patron may use the Library card registered to them. Library cards are not to be shared or loaned to other individuals.

- **Loan Periods-** The default loan period for all material including magazines shall be for 21 days, except for materials noted below. All DVD's and VHS's will circulate for seven days.

Material Type	Loan Period
Reference Materials	Non-circulating except by permission of staff.
Conference Room Reference	Non-circulating
Interlibrary Loans	30 days
Intralibrary Loans	21 days
E-Books	21 days
Specialty Items	30 days with a \$25.00 refundable cash deposit

Note: Specialty Items may include books for test preparation such as ASVAB or GED.

- **Item Limits-** A total of 25 items may be checked out on any card.
- **Renewals-** Books may be renewed twice provided that there are no holds on the item. This renewal may be by phone, in person or online. Interlibrary and Intralibrary loan materials may be renewed only with the permission of the lending library. Specialty Items may be renewed for an additional 30 days period by phone or in person.
- **Reserves-**Items will only be held in reserve for a patron for a period of 7 days before being placed back into general circulation. This applies to Interlibrary and Intralibrary loans as well.
- **Interlibrary and Intralibrary Loan Requests-**There may be certain books requested by patrons which the Hendry County Library does not list in their holdings. In this case there are three options:
 - 1.) The library may purchase the requested title/titles for the collection, provided they are available for acquisition.
 - 2.) Request the title/titles wanted by patrons through Interlibrary loan.
 - 3.) Request the title/titles wanted by patrons through Intralibrary Loan. All Interlibrary Loan and Intralibrary Loan requests are contingent upon the patron making the request having a satisfactory library record with no blocks.
- **Handling Overdue Items**
 - There is a charge of \$.20 per item per day overdue.
 - There is a maximum fine of \$5.00 per overdue book.
 - Videos/DVDs will be assessed a \$1.00 overdue fee for each day overdue.
 - There is a maximum fine of \$5.00 per overdue DVD.
 - For Specialty Items, refundable deposit is forfeited if item becomes overdue.
- **Overdue Collection Attempts-**
 - The Hendry County Library System staff will provide a list to patrons with overdue materials, upon request.
 - Patrons holding overdue materials will receive a courtesy e-mail, text, or telephone call to inform them of the overdue materials.

- If items are not returned or late fees paid, the patron's account will be blocked. This will block the patron from using any further library services until the account is paid and in good standing.
- If at any time patrons become disrespectful, threatening, aggressive, etc., towards staff during this process, authorities will be contacted, which may result in the patron being trespassed from the premises.
- **Replacement Cost Guidelines**
 - Charges for lost or damaged materials may not exceed the replacement cost for each item in this category.
 - In addition, a \$5.00 processing fee will be assessed to each lost or damaged item.
 - In cases where the actual replacement cost for lost and missing items is not known, or cannot easily be determined, the following Replacement Cost Guidelines will be used:

Books-

Juvenile and Young Adult

Hardcover	\$15.00
Softcover	\$10.00
Mass market paperback	\$8.00

Adult-

Hardcover	\$27.00
Softcover	\$20.00
Mass market paperback	\$13.00

Reference Material-

All Classes	List Price
-------------	------------

Magazines-

All Classes	\$5.00
-------------	--------

Videos/DVD's

Purchase Price or List Price if discontinued

Juvenile Library Card Parental Consent:

Minor's Name (printed): _____

Parent's Name (printed): _____

Parent's Signature: _____ Date: _____

Do you grant your child permission to access the internet at the library? **Yes** or **No**

Please select which collections you approve your child to check out materials from. These selections will remain on the minors account until the parent updates this form or the minor turns 18 years of age.

Books

_____ ALL collections
_____ Young Adult
_____ Juvenile Fiction/Non-Fiction
_____ Easy

DVD's

_____ ALL collections
_____ Young Adult
_____ Juvenile Fiction/Non-Fiction
_____ Easy

Staff Initials _____

Tarjeta de Biblioteca Juvenil Consentimiento de los padres:

Nombre del menor (en letra de imprenta): _____

Nombre del padre (en letra de imprenta): _____

Firma de los padres: _____ Fecha: _____

¿Le da permiso a su hijo para acceder a Internet en la biblioteca? **Sí** o **no**

Por favor, seleccione las colecciones de las que aprueba que su hijo saque los materiales. Estas selecciones permanecerán en la cuenta de menores hasta que los padres actualicen este formulario o el menor cumpla 18 años de edad.

Libros

_____ TODAS las colecciones
_____ Adulto joven
_____ Ficción Juvenil/No Ficción
_____ Fácil

DVD's

_____ TODAS las colecciones
_____ Adulto joven
_____ Ficción Juvenil/No Ficción
_____ Fácil

Staff Initials _____



Hendry County Library Cooperative Policies

Materials Selection Policy

Purpose

The Hendry County Library Cooperative Materials Selection policy provides a basis for selection of materials by library director's; informs the public about the principles and criteria upon which these selection decisions are made; and promotes the purposes of the library's mission statement:

To meet the informational, educational, recreational and cultural reading, listening and viewing needs and expectations of all citizens in the community, using a wide array of library formats and materials and a trained and dedicated staff.

Policy

The final responsibility for the selection of materials is held by each library branch's Library Director. Library Aides and Library Assistants, as well as the general public are encouraged to provide recommendations for selection consideration.

Purpose

The Hendry County Library Cooperative plays a vital role within the hearts of our communities by encouraging the love of reading, enabling life-long learning, promoting full and equal access to information, and empowering creativity. Our libraries will provide a responsive connection between the community's needs, the collections, information technology, and programming. Our Cooperative will strive for a standard of excellence by:

- Providing convenient access to all members of the public through easy-to-reach, welcoming, and attractive branch locations.
- Providing an outstanding comprehensive collection of materials in a variety of formats which feature a wide array of characters, subjects, authors, and illustrators.
- Providing access through public computers to the vast network of information and communication essential to every citizen today.
- Providing a variety of programs and displays that enrich the lives of people of all ages and diverse backgrounds.
- Supporting intellectual freedom and access to informational resources for all, while valuing diversity, maintaining the privacy of its patrons, and providing a safe and secure environment.
- Continuously improving service, utilizing effective management, forging community partnerships, and providing a high quality, professional staff.

Principles and Criteria

Librarians will use professionally accepted reviewing media to help in the selection of resources in an appropriate format based on customer needs and interests as measured by requests and use studies.

Potential acquisitions are judged using the following criteria:

- Current interest or permanent value.
- Relevance of subject, format, and reading level for the intended audience.
- Authority/competence of the author and accuracy of content.
- Relation to already-available library resources.
- Merit in comparison to other resources in the field.
- Quality of content, format, and binding.
- Price.
- Availability elsewhere in the community.
- Positive reviews by critics, staff members, or professional journals and/or winners of recognized award(s).
- Coverage in local or popular media.

The following types of materials will not be routinely purchased:

- Textbooks, unless they are the only or best available treatment of a subject.
- Legal, medical, academic, and other highly technical works which can be found at other institutions.
- Rare books, except for works pertaining to the Hendry County area, or the State of Florida.
- Audio or video cassettes, slides, filmstrips, vinyl recordings, and 16 mm films or material in other formats that have been superseded in popular use.
- Multiple copies of specific materials for special school assignments.

Library Collections

- Easy Reader Collection
 - Fiction and non-fiction materials for our babies, toddlers, and younger children (age birth-5), including board and picture books, easy readers, accelerated reading materials for school age children, and chapter books.
- Juvenile
 - Fiction and non-fiction materials for youth (approximate ages 6-13), some easy readers are included as well as, accelerated reading materials for students, graphic novels and chapter books.
- Young Adult
 - Fiction and non-fiction materials, graphic novels, and manga for young adults (approximate ages 14-17).
- Adult
 - Fiction and non-fiction materials, mysteries, science fiction, westerns, graphic novels, and biographies for adults (age 18+).
- Magazines/Newspapers
- Audiobooks/eBooks
 - Each branch may have physical units in stock, also included on
 - Libby app (formerly Overdrive) online, subscription platform which provides electronic eBooks and audiobooks
- Audio/visual Resources (DVDs)
- Reference Materials
 - Encyclopedias, dictionaries, atlases, and almanacs
 - Community information and referral resources
 - Current books on Hendry county, the City of Clewiston, State resources, and Local historical materials
- Adult Literacy and (ESOL) English as a Second Language

- The library provides adult literacy, basic adult education resources, pre-GED, GED, TOEFL, and English as a Second Language materials for adult literacy, ESOL student and literacy tutors.
- Spanish Language Collection
 - The library maintains a collection of Spanish materials in all multiple formats for all ages.
- Miscellaneous Collections
 - The library continues to grow this category which holds unique items to keep the library relevant and attract new patrons.
 - Cake pans

Donations

The Hendry County Library Cooperative welcomes the donation of books, magazines, and audiovisual material. Each library location will decide what is to be kept or what is not needed. Items that are not put into circulation will be turned over to that library's Friends of the Library group for sale, with the proceeds going to support the branch's library activities.

Donated items may be added to the library collection if these conditions are met:

1. Satisfies materials selection criteria of items purchased for the library
2. Very Good/Excellent condition
3. Enhances the collection or fills collection gaps

Removal and Weeding of Library Materials

As technology continually advances, information takes on many different forms, including electronic resources and eBooks. Public libraries today are still very much about print materials. Physical books become outdated and worn and sometimes the information contained is no longer relevant and the book is "weeded" or removed from the collection. Outdated books or those that are tattered or irrelevant may be sold in the Friends of the Library quarterly book sales or disposed. Book disposal can be misinterpreted by taxpayers. Shelf space is one of a public library's most valuable assets and must be used for books that are factually correct, current, in good condition, and used by the community. The public library's role is to provide our community with the best possible current collections. This means that some of our collections are discarded. Library staff makes disposal decisions as stewards of the public dollar, using reporting methods to ensure our collections are relevant, clean, and up to date.

Guiding Factors:

- Physical condition
- Relevancy
- Frequency of use, last date of circulation
- Number of copies available in other HLC libraries
- Accuracy of material and timeliness



Hendry County Library Cooperative Policies

Request for Reconsideration of Material Policy

Libraries are democratic institutions and are obligated to provide free choice of materials to all. They provide material and information resources across a vast spectrum of political and social points of view and on a wide range of subjects. Patrons are free to reject for themselves or their family's materials that they disapprove of, but understand that each person and family is different and therefore each person shall not self-censor nor restrict the freedom of others, which would violate Amendment 1 of the United States Constitution.

The Hendry County Library Cooperative has implemented the following policy to ensure all patron concerns are heard and resolution is reached. Please follow the steps below to begin the reconsideration process. Please note that there should only be one item requested per form. Be sure to obtain additional copies of the reconsideration form if you have more than one request.

Steps to Request Reconsideration:

1. Patron will obtain the Request for Reconsideration Form from the circulation desk at their library.
2. Fill out the form and submit it to the Hendry County Library Cooperative Director via mail, email, or in person (see below):
 - Mail-Natasha Hayes, 120 W. Osceola Avenue, Clewiston, FL 33440
 - [Email-natasha.hayes@clewiston-fl.gov](mailto:natasha.hayes@clewiston-fl.gov)
 - Or drop off at the Clewiston Library located at: 120 W. Osceola Avenue, Clewiston, FL 33440
3. The Cooperative Director will review the request and then present the request and his/her opinion to the City Manager of Clewiston.
4. The City Manager will set a public hearing/meeting to discuss the reconsideration to ensure that the public will be aware of the date and time of the meeting.
5. The patron will be notified of the date and time of that meeting.
6. The City Manager along with Hendry County Library Cooperative Governing Board will hold the hearing/meeting so that the public will have an opportunity to voice their comment.
7. Determination will be made during the hearing.
8. The patron who requested the reconsideration will be notified via mail of the determination.
9. If it is determined that the item shall remain in the collection, the challenged item cannot be requested for reconsideration again for a minimum of 3 years.



Request for Reconsideration of Material Form

The trustees of Hendry County Library Cooperative have established a materials selection policy and a procedure for gathering input about particular items. Completion of this form is the first step in that procedure. If you wish to request reconsideration of a resource, please return the completed form to the library director.

Date _____
Name _____
Address _____
City _____ State/Zip _____
Phone _____ Email _____

Do you represent self?

____ Or an organization? ____ Name of Organization _____

1. Resource on which you are commenting:

____ Book (e-book) ____ Movie ____ Magazine ____ Audio Recording
____ Digital Resource ____ Game ____ Newspaper ____ Other

Title _____

Author/Producer _____

2. What brought this resource to your attention?

3. Have you examined the entire resource? If not, what sections did you review?

4. What concerns you about the resource?

5. Are there resource(s) you suggest to provide additional information and/or other viewpoints on this topic?

6. What action are you requesting the committee consider?

Approved by the Hendry County Library Cooperative Governing Board, September 19, 2022



Hendry County Library System Unattended Child Policy

The Hendry County Library System comprises facilities open to the public and as such encourages the use of its libraries by the public. Children, however, have special needs that require special supervision in order to ensure their health and safety while in the library. To this end, the following policies will apply in each facility:

- During library hours, children under the age of 8 must have a parent/guardian/ or babysitter in the immediate vicinity of (and in visual contact with) the child. Guardians for purposes of this policy include teachers, daycare providers, and other similar childcare providers. Babysitters may be juveniles themselves, but in that case must be above 12 years old and must carry personal identification.
- If a child under the age of 8 is found unattended, Library staff will attempt to locate the parent/guardian or babysitter in the library and inform him/her of the Unattended Child Policy. If the parent/guardian or babysitter cannot be found, Library staff will contact the appropriate Police Department.
- On a school day, during school hours, school age children must be accompanied by a parent or guardian while in the library.
- Children ages 8 and up may use the library unattended. However, the parent/guardian is still responsible for the behavior and the wellbeing of that child. The child is expected to follow the Library's Code of Conduct Policy and may be asked to leave the library if he/she exhibits inappropriate behavior. The library assumes no responsibility for the whereabouts of an unattended child who has been asked to leave library property.
- If there are any children under the age of 12 years in the library at closing time, library staff will attempt to locate a parent, guardian, or other childcare provider, to take charge of the child or children. If no such person/s can be located, then after 15 minutes, the police will be called. Two staff members will remain with any unattended children until they are taken charge of by either a parent/guardian or by the police.
- A child can attend a library program without a parent/caregiver in the room as long as the parent/caregiver remains in the library and immediately joins the child at the end of the program.
- **Under no circumstances will a staff member give an unattended child a ride in his or her own vehicle.**



Hendry County Library Cooperative Policies Access to Information Statement

Public libraries are uniquely American institutions, providing opportunities for lifelong learning and open discourse. The expression of differing ideas has a long history in our country and is a core aspect of our national character. Banning, removing, or censoring materials, speakers, or displays without due process violates people's Constitutional rights.

The Association for Rural & Small Libraries (ARSL) represents library professionals serving diverse communities across the United States. As a professional organization:

ARSL stands in firm support of the freedom to read and free speech as inalienable rights protected by the First Amendment. We are committed to defending those rights for all individuals and recommend library policies that support the selection of library materials that represent a broad range of topics and ideas.

ARSL stands in support of small and rural librarians' expertise in selecting materials and affirms their dedication to the communities they serve. Librarians use their professional training to develop collections and programs that are reflective and supportive of the communities they serve while providing opportunities to learn about other communities that may be different from their own. Materials are carefully selected following established collection development policies and professional standards. If library users voice concerns about materials or services that they find objectionable, libraries have procedures in place for reevaluating those selections.

ARSL stands in support of caregivers' rights to guide their own children's use of the library, and to determine which materials are appropriate or beneficial for their children. We recognize that not every book is right for every reader; however, no one person or group has the authority to determine what is appropriate for someone else's child. Access to a wide variety of reading materials increases the chances that children will become lifelong learners.

P.O. Box 33731
Seattle, WA 98133
info@arsl.org





Hendry County Library Cooperative Policies THE FREEDOM TO READ STATEMENT

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*
2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*
3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*
4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*
5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*
6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*
7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953; revised January 28, 1972, January 16, 1991, July 12, 2000, June 30, 2004, by the ALA Council and the AAP Freedom to Read Committee.

***First Amendment of the Bill of Rights
to the United States Constitution***

CONGRESS SHALL MAKE NO LAW RESPECTING AN ESTABLISHMENT OF RELIGION, OR

PROHIBITING THE FREE EXERCISE THEREOF; OR ABRIDGING THE FREEDOM OF SPEECH, OR OF THE PRESS; OR THE RIGHT OF THE PEOPLE PEACEABLY TO ASSEMBLE, AND TO PETITION THE GOVERNMENT FOR A REDRESS OF GRIEVANCES.

The Bill of Rights to the U.S. Constitution was ratified on December 15, 1791



Hendry County Library Cooperative Policies

ALA's Freedom to View Statement

The FREEDOM TO VIEW, along with the freedom to speak, to hear, and to read, is protected by the First Amendment to the Constitution of the United States. In a free society, there is no place for censorship of any medium of expression. Therefore these principles are affirmed:

To provide the broadest access to film, video, and other audiovisual materials because they are a means for the communication of ideas. Liberty of circulation is essential to insure the constitutional guarantee of freedom of expression.

To protect the confidentiality of all individuals and institutions using film, video, and other audiovisual materials.

To provide film, video, and other audiovisual materials which represent a diversity of views and expression. Selection of a work does not constitute or imply agreement with or approval of the content.

To provide a diversity of viewpoints without the constraint of labeling or prejudging film, video, or other audiovisual materials on the basis of the moral, religious, or political beliefs of the producer or filmmaker or on the basis of controversial content.

To contest vigorously, by all lawful means, every encroachment upon the public's freedom to view.

This statement was originally drafted by the Freedom to View Committee of the American Film and Video Association (formerly the Educational Film Library Association) and was adopted by the AFVA Board of Directors in February 1979. This statement was updated and approved by the AFVA Board of Directors in 1989.

Endorsed January 10, 1990, by the ALA Council

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 2
Commission Meeting Date: February 19, 2024

Subject: Ordinance No. 2024-01 – PUBLIC HEARING - Final Reading – 5:05 p.m.

- 1. Background/History:** Ordinance No. 2024-01 amends the Clewiston Code of Ordinances, Chapter 62, Streets, Sidewalks, and Certain Public Places, creating Article IV - Public Parks.
- 2. Business Impact Statement:** Ordinance No. 2024-01 is necessary to create Article IV – Public Parks of Chapter 62 of the City’s Code of Ordinances to comply with state law changes resulting from SB170 (2023) regarding the regulation of public parks. There is no economic impact on businesses and no compliance cost.
- 3. Financial Impact:** N/A
- 4. Attachments:**
 - a.** Ordinance No. 2024-01
 - b.** Affidavit of Publication
- 5. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2024-01.

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 62, STREETS, SIDEWALKS, AND CERTAIN PUBLIC PLACES, CREATING ARTICLE IV, PUBLIC PARKS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICT; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Clewiston, Florida, finds that it is necessary for the proper administration of the City to provide regulations outlining the use of city-owned and operated public parks.

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

SECTION 1. The Clewiston Code of Ordinances, Chapter 62, Article IV. – Public Parks is hereby created to read as follows:

ARTICLE IV. – PUBLIC PARKS

Sec. 62-99. – Hours and Use.

- (1) City of Clewiston Parks shall be open for public use each day from sunrise to sunset and shall otherwise be closed for public use. These hours shall not apply to official activities conducted by the City or granted via special event application when such approval specifically authorizes longer hours.
- (2) It shall be unlawful for any person to willfully enter or remain within any City Park during the hours these parks are closed for public use. Remaining in City Parks during closed hours shall constitute trespass. No person shall remain upon park property after a lawful command to leave by any law enforcement officer, regardless of whether the park is open or not.

Sec. 62-100. – Prohibited Activities

Except for activities of a governmental agency within the scope of its authority, or unless specifically permitted to do so by a permit, the following activities within City parks shall be unlawful:

- (a) Sleeping at any time during the hours from sunset to sunrise the following day.
- (b) To lie or otherwise be or remain in any bushes, shrubs, or other foliage.
- (c) Constructing any structures.
- (d) Cooking foodstuffs except where such activities are permitted by the City.
- (e) Starting or stoking fires.
- (f) Discharging or depositing any waste or rubbish except in bathroom and waste receptacles facilities provided by the City.
- (g) Digging or otherwise disturbing the natural ground surface, damaging, or removing plants, trees, shrubs, or any other part of park grounds.
- (h) Erecting or affixing signs to any park structures except those posted by the City or as directed by the City Manager or designee.
- (i) Killing, injuring, harming, capturing, chasing, poisoning, or removing any wildlife.
- (j) Writing upon, drawing, or otherwise defacing, damaging, removing, or destroying any park facilities or park grounds.
- (k) Operating or parking of any motor vehicle, except in designated parking areas.

Sec. 62-101. – Camping Prohibited

Camping on park property is prohibited. For the purposes of this section, the term "camping" means the use of camping facilities (such as tents, RV campers or other temporary shelters), the use of non-City designated cooking facilities (such as fires or portable stoves), or the use of cots, beds or hammocks.

Sec. 63-102. – Trespass Warnings; Enforcement

- (1) Any law enforcement officer, authorized to enforce the laws of the state within the city limits of Clewiston, may enforce the provisions of sections 62-99 to 63-102. Violations of Article IV shall be punished in accordance with section 1-15 and Chapter 62 Article V of this code.

Secs. 62-103-62-110. – Reserved.

SECTION 2. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 3. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Repeal of Laws in Conflict. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on January 22, 2024.

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

INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA COUNTY OF HENDRY

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Hendry County, Florida**; that the attached copy of advertisement, being a **Public Notice** matter of

Public Notice

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

01/31/24

(Print Dates)

or by publication on the newspaper's website, if authorized, on

01/31/24, 02/01/24, 02/02/24, 02/03/24, 02/04/24, 02/05/24, 02/06/24,

02/07/24

(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on February 19, 2024 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 62, STREETS, SIDEWALKS, AND CERTAIN PUBLIC PLACES, CREATING ARTICLE IV, PUBLIC PARKS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICT; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 963-1464, extension 105, or FAX (863) 963-4035 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.

Mary K. Combass, City Clerk
City of Clewiston, FL

635830 HEND 1/31/2024



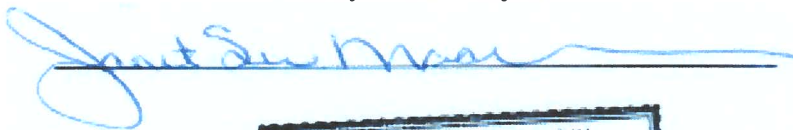
Katrina Elsken Muros

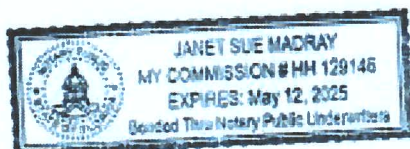
Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

31st day of January, 2024.





(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 3
Commission Meeting Date: January 22, 2024

Subject: Ordinance No. 2024-02 – PUBLIC HEARING - Final Reading – 5:05 p.m.

- 1. Background/History:** Ordinance No. 2024-02 amends the Clewiston Code of Ordinances, Chapter 62, Streets, Sidewalks, and Certain Public Places, creating Article V – Trespassing.
- 2. Business Impact Statement:** Ordinance No. 2024-02 is necessary to create Article V – Trespassing of Chapter 62 of the City’s Code of Ordinances to comply with state law changes resulting from SB170 (2023) regarding the regulation of trespassing. There is no economic impact on businesses and no compliance cost.
- 3. Financial Impact:** N/A
- 4. Attachments:**
 - a.** Ordinance No. 2024-02
 - b.** Affidavit of Publication
- 5. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2024-02.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 62, STREETS, SIDEWALKS, AND CERTAIN PUBLIC PLACES, CREATING ARTICLE V - TRESPASSING; AUTHORIZATION TO ISSUE TRESPASS WARNING FOR PUBLIC PROPERTY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICT; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Clewiston, Florida, finds that it is necessary for the proper administration of the City to provide regulations outlining the use of city-owned and operated public property.

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

SECTION 1. The Clewiston Code of Ordinances, Chapter 62, Article V. – Trespassing is hereby created to read as follows:

ARTICLE V. – TRESPASSING

Sec. 62-111. – Trespass Warning; Authorization to Issue Trespass Warning for Public Property.

- (1) Any law enforcement officers authorized to enforce the laws of the state within the city limits of Clewiston are authorized to issue a trespass warning to any individual who violates any City ordinance, rule or regulation, State law, or lawful directive of a law enforcement officer, which violation was committed while on or within a City facility, building, or outdoor area, including municipal parks, for the specific property where the violation occurred.
 - a. Trespass warnings shall be issued as followed:
 - i. For the first violation, the individual may be issued a trespass warning for a period of one year.
 - ii. For a second or subsequent violation, the individual may be issued a trespass warning for a period of two years.

- iii. A copy of the trespass warning shall be provided by mail or hand-delivered to the individual. The written trespass warning shall advise of the right to appeal and the location and telephone number for filing the appeal.
 - iv. Any person found on or within any city facility, building, or outdoor area, including the municipal parks, in violation of a trespass warning may be arrested for trespassing.
 - v. A City employee or official having control over city facilities may authorize an individual who has received a trespass warning to enter the property or premises to exercise his or her First Amendment rights if there is no other reasonable alternative location to exercise such rights or to conduct necessary municipal business. Such authorization must be in writing, specify the duration of the authorization, and any conditions thereof, and shall not be unreasonably denied.
- b. Appeal of trespass warning. A person to whom a trespass warning is issued under this section shall have the right to appeal as follows:
- i. An appeal must be filed in writing, within ten days of the issuance of the warning, and shall include the appellant's name, address, and phone number, if any. No fee shall be charged for the filing of an appeal.
 - ii. The appeal shall be filed at the City of Clewiston Police Department.
 - iii. Appeals shall be set and heard by the City Special Magistrate.
 - iv. Notice of hearing shall be provided to the appellant in one of two ways:
 - 1. By leaving or posting notice at the City of Clewiston Police Department, or
 - 2. By telephone if a telephone number has been provided by appellant. If appellant cannot be reached by telephone, then notice at the Police Department shall be deemed sufficient.
 - v. Copies of documents in the City's possession intended to be used at the hearing shall be made available to the appellant upon request at no cost.

- vi. The appellant and City shall have the right to attend with an attorney, the right to testify, present evidence and call witnesses. The appellant shall have the right to bring a court reporter at their own expense.
- vii. The magistrate shall consider the testimony, documentary evidence, and any other evidence presented at the hearing.
- viii. The City shall bear the burden of proof by clear and convincing evidence that the trespass warning was properly issued pursuant to the criteria of this section.
- ix. The magistrate shall issue a written decision and order on the appeal which shall be mailed to the appellant at the address provided. If no address is provided, a copy of the decision shall be posted at the City of Clewiston Police Department.
- x. The Decision of the magistrate shall be final, and the appellant shall be final. Such decision may be subject to judicial review in the manner as otherwise provided by law.
- xi. The trespass warning shall remain in effect during the appeal and review process, including any further judicial review.

Secs. 62-112 - 62-120. – Reserved.

SECTION 2. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 3. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Repeal of Laws in Conflict. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on January 22, 2024.

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

INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA COUNTY OF HENDRY

Before the undersigned authority personally appeared **Katrina Elsken Muros**, who on oath says that she is **Editor in Chief** of the **Lake Okeechobee News**, a weekly newspaper published in **Hendry County, Florida**; that the attached copy of advertisement, being a **Public Notice** matter of

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

01/31/24

(Print Dates)

or by publication on the newspaper's website, if authorized, on

01/31/24, 02/01/24, 02/02/24, 02/03/24, 02/04/24, 02/05/24, 02/06/24,

02/07/24

(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on February 19, 2024 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA AMENDING THE CLEWISTON CODE OF ORDINANCES, CHAPTER 62, STREETS, SIDEWALKS, AND CERTAIN PUBLIC PLACES, CREATING ARTICLE V - TRESPASSING; AUTHORIZATION TO ISSUE TRESPASS WARNING FOR PUBLIC PROPERTY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; CONFLICT; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 983-1494, extension 105, or FAX (863) 983-4055 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.

Mary K. Combass, City Clerk
City of Clewiston, FL

635831 HEND 1/31/2024

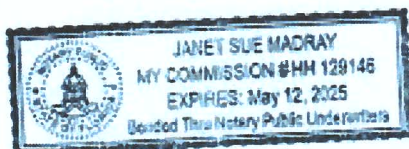

Katrina Elsken Muros

Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

31st day of January, 2024.



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 4
Commission Meeting Date: January 22, 2024

Subject: Ordinance No. 2024-03 – PUBLIC HEARING - Final Reading – 5:05 p.m.

- 1. Background/History:** Ordinance No. 2024-03 amends the Clewiston Code of Ordinances, § 50-7, Storage on Private Property.

There has been further discussion during publicly held workshops reviewing Sec 50-7. During those questions and discussions these were the points of discussion:

- Public comment received during a regularly scheduled commission meeting. The question/discussion; is the enforcement of the ordinance being done by the city. The current interpretation and enforcement by the Code Enforcement Officer of Sec 50-7 was discussed in open meeting. This question/discussion brought more questions and the Commission decided to review the ordinance in a public workshop for further discussion and possible ideas for updating Ordinance Sec 50-7.
- A presentation was provided by Community Improvement Division Supervisor during the March 6, 2023 and September 26, 2023 workshop on the subject. This presentation and discussion at the workshop addressed the current ordinance and interpretation for enforcement. The workshop provided staff direction for recommended changes to the ordinance based on the discussion.

- 2. Business Impact Statement:** Ordinance No. 2024-03 is necessary to amend the Code of Ordinances § 50-7, Storage on Private Property to comply with state law changes resulting from SB170 (2023) regarding the regulation of the storage on private property. There is no economic impact on businesses and no compliance cost.

- 3. Financial Impact:** N/A

- 4. Attachments:**

- a. Ordinance No. 2024-03
- b. Affidavit of Publication

- 5. Actions/Options/Recommendations:** Recommended motion is to approve Ordinance No. 2024-03.

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CODE OF ORDINANCES § 50-7 STORAGE ON PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Clewiston City Commission met at its January 16th, 2024 workshop to conduct a review of § 50-7 and recommended amendments to the City's existing ordinance regarding the storage on private property; and

WHEREAS, the City of Clewiston has determined that it is necessary to amend the City of Clewiston Code of Ordinances to revise § 50-7, Storage on Private Property.

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

SECTION 1. The Clewiston Code of Ordinances, § 50-7, Storage on Private Property is hereby amended as follows, additions are denoted by underline, deletions are denoted by strikethrough:

Sec. 50-7. Storage on private property.

Nothing in this chapter shall be construed to prohibit any resident of the city from storing a recreational vehicle of any type on the same lot as his residence, provided such recreational vehicle complies with the definition of a recreational vehicle, travel trailer or camping trailer and is not occupied or used for any purpose while stored; and displays ~~carries~~ a current vehicle registration sticker and tag; ~~and, provided further, that such recreational vehicle is stored at least 60 feet from the front property line and ten feet from all other property lines.~~ All commercial trailers shall ~~may~~ be stored only in a commercial or industrial district and mobile homes shall ~~may~~ be stored only in an industrial district and shall be located so as to conform with building setbacks of such district.

(Code 1982, § 20-6; Code 1999, § 50-7; Ord. No. 94-01, pt. 1(20-6), 12-19-1994)

SECTION 2. Codification. The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the City of Clewiston.

SECTION 3. Severability. If any phrase, sentence or portion of this Ordinance is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and individual provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. Repeal of Laws in Conflict. All ordinances of the City of Clewiston, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This Ordinance shall take effect immediately upon its passage and consistent with all requirements of general law.

PASSED on first reading by the City Commission on _____, 2024.

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

INDEPENDENT NEWSMEDIA INC. USA

Lake Okeechobee News
313 NW 4th Avenue
Okeechobee, FL 34972
863-763-3134

STATE OF FLORIDA COUNTY OF HENDRY

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Public Notice

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

01/31/24

(Print Dates)

or by publication on the newspaper's website, if authorized, on
01/31/24, 02/01/24, 02/02/24, 02/03/24, 02/04/24, 02/05/24, 02/06/24,

02/07/24

(Website Dates)

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE

NOTICE IS HEREBY GIVEN the Clewiston City Commission will conduct a PUBLIC HEARING on February 19, 2024 at 5:05 p.m., or as soon as practical thereafter, in the City Hall Commission Chambers, 115 West Ventura Avenue, Clewiston, Florida. During the Public Hearing, the City Commission proposes to enact second reading of an ordinance which is set forth as follows:

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, AMENDING THE CODE OF ORDINANCES § 50-7 STORAGE ON PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

City Hall is wheelchair accessible and accessible parking spaces are available. Accommodation requests or interpretive services must be made 48 hours prior to the meeting. Please contact the City Clerk's office at (863) 963-1494, extension 105, or FAX (863) 963-4055 for information or assistance. The City of Clewiston is an equal opportunity provider and employer.

Mary K. Combass, City Clerk
City of Clewiston, FL

635832 HEND 1/31/2024

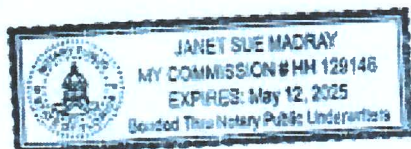

Katrina Elsken Muros

Sworn to and subscribed before me by means of

☐ Physical Presence ☒ Online Notarization

physical presence or online notarization, this

31st day of January, 2024.



(Signature of Notary Public)
STAMP OF NOTARY PUBLIC

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 5
Commission Meeting Date: February 19, 2024

Subject: Resolution No. 2024-010 Approval of the Davey Tree Expert Services Contract

1. **Background/History:** Resolution No. 2024-010 approves the award of the Clewiston Vegetation Management Services contract to The Davey Tree Expert Company (Davey).

The contractor will remove vegetation from the utility easements of approximately 10% of the electric system lateral power lines, or until such time as funding is exhausted. We will utilize the contract executed between Davey and the City of Lake Worth Beach on December 4, 2023.

2. **Financial Impact:** \$200,000.00. This is a FY2024 budgeted expense.
3. **Attachments:**
 - a. Resolution No. 2024-010
 - b. Davey Lake Worth Beach Piggy-Back Agreement 2024
4. **Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-010.

RESOLUTION NO. 2024-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING THE AWARD THROUGH PIGGYBACK CONTRACT OF THE CITY OF LAKE WORTH BEACH RIGHT OF WAY VEGETATION MANAGEMENT CONTRACT NO. IFB 23-122 FOR VEGETATION REMOVAL SERVICES AS NEEDED BY THE CITY TO THE DAVEY TREE EXPERT COMPANY; AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE AWARDEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, In 2023 the City of Lake Worth Beach issued IFB No. 23-122 for Right of Way Vegetation Management; and

WHEREAS, the City of Lake Worth Beach awarded contracts to the selected vendors initiating December 4, 2023; and

WHEREAS, Contractor Davey Tree Expert Company (Davey) has offered to perform vegetation removal services per the terms and conditions of the contract executed between Davey and the City of Lake Worth Beach; and

WHEREAS, the City of Clewiston now wishes to contract with The Davey Tree Expert Company for vegetation management services within the City of Clewiston.

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

SECTION 1. The City Commission of the City of Clewiston hereby approves the attached piggyback agreement with The Davey Tree Expert Company, based on the award of similar contracts by the City of Lake Worth Beach Florida pursuant to its IFB No. 23-122 and such agreement is hereby approved for services up to a maximum amount of \$200,000.00.

SECTION 1. The mayor and city manager are hereby authorized to execute this agreement on behalf of the City.

SECTION 3. This resolution shall be effective immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 19th day of February, 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
AGREEMENT FOR VEGETATION REMOVAL SERVICES

THIS AGREEMENT FOR VEGETATION REMOVAL SERVICES is entered into and effective this ____ day of _____, 2024, by and between the CITY OF CLEWISTON, a Florida municipal corporation with offices located at 115 W. Ventura ST, Clewiston, Florida 33440-3709, organized and existing in accordance with the laws of the State of Florida, hereinafter “the City”; and The Davey Tree Expert Company, a corporation authorized to do business in the State of Florida, with its principal office located at 1500 N. Mantua Street, Kent, OH 44240-5193 “the Contractor”, and collectively with the City, “the Parties”.

WITNESSETH

The City and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. SCOPE OF SERVICES: The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide vegetation removal services as needed by the City. The Parties agree to enter into this Agreement and piggyback for the vegetation removal services at the unit prices described in the City of Lake Worth Beach Right-of-Way Vegetation Management Contract awarded through IFB No. 23-122. Said contract, including its terms, conditions, specifications, and attached exhibits/amendments, are hereby fully incorporated into this Agreement and attached hereto as **Exhibit “A”**.

2. COMPENSATION: In consideration for the above Scope of Services, pricing shall be pursuant to the unit prices provided in **Exhibit “A”**. The Parties hereby agree to the City’s purchase of supplies and/or services in greater or lesser amounts than estimated in the City of Lake Worth Beach Right-of-Way Vegetation Management Contract, as referenced by the attached proposal in **Exhibit “A”**. The maximum amount for services under this contract shall not exceed \$200,000. In consideration for the above Scope of Services and pursuant to any Exhibits, if applicable, the City shall pay the Contractor via purchase order at the unit rates described in **Exhibit “A”**. The goods or services shall be delivered in a manner, location, and time as directed by the City the “Performance Date.”

3. **PURCHASE ORDERS:** Seller is aware that price and time are of the essence in this contract and that prompt and timely performance of all such obligations is strictly required. If conditions change that would require an increase in price, scope, or time for performance Seller must notify the City in writing detailing the conditions that have changed and requesting a change order to the purchase order within 30 days prior to the performance date “Purchase Order Deadline”. Requested changes submitted after the purchase order deadline will not be considered. Seller shall not proceed with any change to its obligations under a purchase order unless documented in a written change order executed by both Parties. If Seller requests a change order prior to the purchase order deadline City at its discretion may accept the change order as is or with modifications, deny the change order, re-advertise and re-solicit providers for the required goods or services or terminate this contract. If the City elects to re-advertise and re-solicit the need for goods or services the City will have 90 days “Solicitation Period” in which to accept the contemplated change order or terminate this contract. At any time after execution of this Agreement but prior to Seller’s delivery of the Goods, the City reserves the right at its discretion to change, modify, revise add, or remove any part of its order for the Goods as described by this Agreement and any Exhibits, if applicable. If any such change to the City’s order causes an increase or decrease in the cost of the Goods or causes a change in the time required for delivery of the Goods, the City shall make an equitable adjustment in the contract price, the delivery schedule, or both. Any change to the City’s order for the Goods and any subsequent equitable adjustment to the terms of this Agreement shall be effectuated through a written Amendment to this Agreement as executed by both Parties pursuant to Section 15 of this Agreement.

4. **TERM; TERMINATION; NOTICE:** Pursuant to the City of Lake Worth Beach Right-of-Way Vegetation Management Contract awarded through IFB No. 23-122, the original contract term will expire on December 31st, 2026, with an option for two additional single-year renewals. This Agreement may be terminated by either party upon 30 days’ written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand-delivered to the Parties during regular business hours at the following addresses:

City	Contractor
City of Clewiston 115 W. Ventura Clewiston, FL 33440-3709	The Davey Tree Expert Company 1500 N. Mantua Street, Kent, OH 44240-5193

5. **INSURANCE:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as are specified in **Exhibit “A”** and shall name the City as an “additional insured” on the liability portion of the insurance policy.

6. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the City, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.

7. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

8. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the City. Both the City and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee-employer or principal-agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

9. **INSPECTOR GENERAL:** The Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts, and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the City shall fully cooperate with the inspector

general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the City, as well as contractors and lobbyists of the City in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

10. E-VERIFY ELIGIBILITY: The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No, later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers, and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its sub-consultants an affidavit stating that the sub-consultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a sub-consultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The City shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the City shall notify the Contractor to terminate its contract with the sub-consultant and the Contractor shall immediately terminate its contract with the sub-consultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the City as a result of the termination.

11. SCRUTINIZED COMPANIES: For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes* and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the

Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the City may terminate this Agreement at the City's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

12. ATTORNEY'S FEES: In the event, a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

13. FORCE MAJEURE: The Contractor shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

14. CHOICE OF LAW; VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Hendry County, Florida should any dispute arise with regard to this Agreement.

15. AMENDMENTS & ASSIGNMENTS: This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the City.

16. PUBLIC RECORDS: In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request from the City's custodian of public records, the Contractor must provide the City with

copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the City, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in Scope of Services are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the City. Finally, upon completion of the Agreement, the Contractor shall 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. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are 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 City's information technology systems.

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 AGREEMENT, PLEASE CONTACT THE CITY CLERK, RECORDS CUSTODIAN FOR THE CITY, AT (863) 983 - 1484, OR AT kathy.combass@clewiston-fl.gov, OR AT 115 W. VENTURA ST, CLEWISTON, FLORIDA 33440-3709.

17. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

18. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this

Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

19. WAIVER: No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The City's consent to or approval of any act requiring the City's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

20. ENTIRE AGREEMENT: This eight page Agreement, including any Exhibits, constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement. In the event of a conflict between this and any other document, this document shall prevail.

22. AUTHORITY TO OBLIGATE: Each person signing this agreement on behalf of either Party warrants that he or she has the full legal power to execute this agreement on behalf of the Party for whom he or she is signing and bind and obligate such party with respect to all provisions contained in this agreement.

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**CONTRACTOR AGREEMENT
(Right-of- Way Vegetation Management)**

THIS CONTRACTOR AGREEMENT ("Agreement") is made this 12/4/2023, between the **City of Lake Worth Beach, Florida**, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and **The Davey Tree Expert Company**, a corporation authorized to do business in the State of Florida, with its principle office located at 1500 N. Mantua Street, Kent, OH 44240-5193, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

WHEREAS, the CITY issued Invitation For Bid # 23-122 ("IFB") for the procurement of responsible and experienced tree trimming contractors to cut clear and maintain the easements and rights of way (incorporated herein); and

WHEREAS, CONTRACTOR submitted a bid to perform the work described and set out in the IFB (a portion of which is attached hereto as Exhibit "A"); and

WHEREAS, the CITY desires to accept CONTRACTOR's bid in order for CONTRACTOR to render the services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; and

WHEREAS, the CITY finds awarding the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for an initial term commencing upon the expiration of the prior contract, December 15, 2023, and ending three (3) years therefrom, with two (2) additional single year renewal options. The option(s) to renew may be exercised by the City Manager. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work/Services

2.1 The nature and extent of work/services to be rendered by the CONTRACTOR are to perform Vegetation Management Services ("VMS") for rights-of-way and easements that contain electric transmission and distribution and water distribution and sewer collection lines within the City's electrical, water and sewer service territories (as set forth more specifically set forth in the IFB, which is incorporated herein by reference). The services being sought include, but are not limited to all labor, supervision, equipment, necessary permits, traffic control including road closure plans and permits, debris removal and incidentals necessary to complete the requested services. Additional services may be requested on an as-needed basis.

- a. The Contractor shall provide all supervision, labor, equipment and supplies necessary to undertake the work identified herein. Contractor shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The Contractor shall work with designated City employees to develop schedules for the respective locations. The work shall be scheduled such that it does not disrupt City functions and normal day-to-day operations of the City.
- c. Project Manager – The Contractor shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the City.
- d. On-Site Supervisor – The Contractor shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to insure that work has been and is being performed as required under this contract.
- e. The Contractors normal work week will be four (4) ten (10) hour shifts, Monday through Friday, 7:00 am to 5:30 pm, excluding holidays. The City observes fourteen (14) holidays per year. No work is allowed outside these specified times or the City's Legal Holidays without the City's or designated representatives prior authorization.
- f. The City reserves the right to adjust and or modify the hours of operation, work week, crew schedule and crew size as needed to meet the work requirements.

2.2 All requirements in the IFB and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The CONTRACTOR represents to the CITY that the work to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR'S trade in general and that the CONTRACTOR'S work/services shall conform to the highest standards and in accordance with this Agreement.

2.4 The CONTRACTOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the work/services provided for herein in a professional and competent manner.

3. USE OF AGENTS OR ASSISTANTS

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the CONTRACTOR under this Agreement. The project manager appointed by the CITY

will oversee the daily administration of the tasks to be performed by the CONTRACTOR under this Agreement.

5. EQUIPMENT

5.1 The CONTRACTOR shall provide the equipment necessary to complete the various work/services to be performed hereunder. In the event CONTRACTOR requires equipment from the CITY, the CONTRACTOR shall meet and confer with the CITY before work/services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work/services.

6. FEE AND ORDERING MECHANISM

6.1 For materials, labor and equipment necessary to provide the services under this Agreement, the CONTRACTOR shall be entitled to a fee for actual work performed and accepted by the City in accordance with the IFB and in an amount not to exceed the hourly rates in the CONTRACTOR's bid submittal in response to the IFB. The schedule of Unit Prices is included herein as **Exhibit "A"**.

6.2 Should the CITY require additional or unforeseen work not included in this Agreement fees and payment for such work/services will be set forth in a separate amendment to this Agreement as authorized by the CITY prior to any such additional work/services being performed by the CONTRACTOR.

6.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order. CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work/services in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved work/services.

7. MAXIMUM COSTS

7.1 The CONTRACTOR expressly acknowledges and agrees that the hourly rates to complete all work as specified herein and no additional costs shall be authorized without prior written approval from CITY.

8. Billing

8.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in paragraph 6. All billings shall include a description of the status of efforts, a brief itemization of costs associated which each task or project phase and the total task or project costs to date.

8.2 The CONTRACTOR shall normally be paid within thirty (30) days of the receipt of an approved invoice for work/services.

9. AUDIT BY CITY

9.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the CONTRACTOR in relation to work/services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The CONTRACTOR shall not make changes in the Scope of Work/Services or perform any additional work/services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional work/services or materials. Additional labor or materials provided without written amendment shall be done at the CONTRACTOR's risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the work/services specified in this Agreement, the Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such work/services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such work/services related to the claimed default; or

B. If after ten (10) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the CONTRACTOR would be compensated only for that work/services which has been satisfactorily completed to the date of termination.

No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the coverage set forth in the IFB.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured".

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

14.4.1 The CONTRACTOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.4.2 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the work/services of another CONTRACTOR without the CITY incurring any liability to the CONTRACTOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

16.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be exclusively in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Hwy
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

The Davey Tree Expert Company
Attn: Brent Reppening
Executive Vice President
1500 N Mantua Street
Kent, OH 44240

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 CONTRACTOR acknowledges and agrees that 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. PUBLIC RECORDS

30.1 Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- 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 or designee, 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 Chapter 119, Florida Statutes, 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 this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, 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 to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, 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 or designee, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the CONTRACTOR. CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other contractor or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

36. SAFETY: ACCIDENT PREVENTION

36.1 In the performance of this Agreement, the CONTRACTOR shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation including without limitation Chapter 23 CFR 635. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY, may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by this Agreement.

36.2 It is a condition of this Agreement, and shall be made a condition of each subcontract, which the CONTRACTOR enters into pursuant to this Agreement (if authorized), that the CONTRACTOR and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

36.3 Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

37. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (Applicable to all federally funded contracts and any subcontracts of \$100,000 or more).

37.1 By execution of this Agreement, CONTRACTOR, if applicable, will be deemed to have stipulated as follows:

- (a) Any CITY facility or property that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- (b) CONTRACTOR agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- (c) CONTRACTOR shall promptly notify the CITY of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a CITY facility or property that is or will be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

38. SCRUTINIZED COMPANIES

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any

of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

38.2 If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

38.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

39.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the CITY of the same.

38.6 As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

39. E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, the CONTRACTOR shall:

39.1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

39.2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

39.3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

39.4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

39.5. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement;

39.6. Be aware that a violation of Section 448.095(5) by a subcontractor, and not the CONTRACTOR, shall be grounds for the CITY to order the CONTRACTOR immediately terminate the contract with the subcontractor; and

39.7 Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

40. SURVIVABILITY

40.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement for Right-of-Way Vegetation Management on the day and year first above written.



CITY OF LAKE WORTH BEACH, FLORIDA

By: Betty Resch
Betty Resch, Mayor

ATTEST:

By: Melissa Ann Coyne, MMC
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Christy Goldreau
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: Yannick Ngendahayo
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **The Davey Tree Expert Company**

By: Brent R. Repenning
Print Name: Brent R. Repenning
Print Title: Executive Vice President

[Corporate Seal]

STATE OF Ohio
COUNTY OF Portage

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization on this 26 day of October 2023, by Brent R. Repenning, as the Executive Vice President [title] of The Davey Tree Expert Company, a Florida corporation, who is personally known to me or who has produced Drivers license as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal: Kaylee Yutzy
Notary Public Signature



KAYLEE YUTZY
Notary Public
State of Ohio
My Comm. Expires
August 22, 2028

EXHIBIT A
UNIT PRICES

(B4)

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Bidders shall provide unit prices for all items to be considered for award.

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
LABOR RATES					
1	Routine Service Rate (normal hours) for Tree Crew Foreman	HR	7,500	\$ 35.91	\$ 269,325.00
2	Routine Service Rate (normal hours) for Mowing Crew Foreman	HR	3,800	\$ 31.98	\$ 121,524.00
3	Routine Service Rate (normal hours) for General Foreman	HR	1,900	\$ 41.74	\$ 79,306.00
4	Routine Service Rate (normal hours) for Tree Trimmer	HR	13,000	\$ 26.79	\$ 348,270.00
5	Routine Service Rate (normal hours) for Groundman	HR	7,600	\$ 26.14	\$ 198,664.00
6	Routine Service Rate (normal hours) for Groundman with CDL	HR	500	\$ 28.75	\$ 14,375.00
EQUIPMENT RATES					
7	2WD Aerial Bucket Truck – 55' minimum working height	HR	5,000	\$ 19.11	\$ 95,550.00
8	2WD Aerial Bucket Truck – 70' minimum working height	HR	1,000	\$ 22.95	\$ 22,950.00
9	4WD Mini Bucket with Dump	HR	8,640	\$ 21.90	\$ 189,216.00
10	Disc Chipper	HR	8,712	\$ 7.09	\$ 61,768.08

IFB #23-122 RIGHT-OF-WAY VEGETATION MANAGEMENT

ITEM #	DESCRIPTION	UNIT	ANNUAL ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED TOTAL
11	Gas Saw	HR	18,960	\$0.87	\$ 16,495.20
12	Zero Turn Mower	HR	4,272	\$9.72	\$41,523.84
13	Trailer	HR	360	\$1.31	\$471.60
14	Weed Eater	HR	3,972	\$1.13	\$4,488.36
15	Pickup Truck	HR	6,192	\$13.67	\$84,644.64
TOTAL:					\$1,548,571.72

Name of Bidder: The Davey Tree Expert CompanyAddress: 1500 North Mantua Street City: Kent ST: OH Zip: 44240Phone: (330) 548-1931 Email: EUBids@davey.comPrint Name: Brent R. Repenning Title: Executive Vice PresidentSIGNATURE:  Date: 8/16/2023

CITY OF CLEWISTON
City Commission Agenda Item Report

AGENDA ITEM REPORT NO. 6
Commission Meeting Date: February 19, 2024

Subject: Resolution No. 2024-011

- 1. Background/History:** Resolution No. 2024-011 approves Zep Construction, Inc. Change Order Nos. 04 - 11 in the total amount of \$7,882.03 for fees for construction related services originally approved spent on items requested through the City Manager for the Bridge Over C-21 Canal Project.
- 2. Financial Impact:** \$7,882.03
- 3. Attachments:**
 - a. Resolution No. 2024-011
 - b. Change Order Summary including Change Order Nos. 4 - 11
- 4. Actions/Options/Recommendations:** Recommended motion is to approve Resolution No. 2024-011.

RESOLUTION 2024-011

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING ZEP CONSTRUCTION, INC. CHANGE ORDER NOS. 4 THROUGH 11 IN THE TOTAL AMOUNT OF \$7,882.03 FOR FEES FOR CONSTRUCTION RELATED SERVICES ORIGINALLY APPROVED SPENT ON ITEMS REQUESTED THROUGH THE CITY MANAGER 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; and

WHEREAS, Change Order Nos. 4-11 are necessary for fees for construction related services originally approved spent on items requested through the City Manager.

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

SECTION 1. Zep Construction, Inc. Change Order Nos. 4 - 11 in the amount of \$7,882.03 for fees for construction related services originally approved spent on items requested through the City Manager are hereby approved.

SECTION 2. The Mayor is hereby authorized to execute Change Order Nos. 4 – 11 on behalf of the City.

PASSED and ADOPTED by the City Commission of the City of Clewiston this 19th day of February, 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

Project: Bridge Over C-21 Canal - FPN 445843 1 54 01

Change Order Summary

Original Contract Price:	\$ 4,151,578.37
Total Change in Contract Price:	\$ 4,272,113.15

Original Contract Time	
Substantial Completion (days):	481
Final Completion (days):	511
Revised Contract Time	
Revised Substantial Completion (days):	571
Revised Final Completion (days):	601

Summary for Change Orders 4-11	
Change Order Amount Total:	\$ 7,882.03
Change in Substantial Completion (days):	49
Change in Final Completion (days):	49

Change Order Number	Change Order Amount	Change in Substantial Completion (days)	Change in Final Completion (days)	Change in Contract Price	Change in Time for Substantial Completion (days)	Change in Time for Final Completion (days)
1, 2, and 3 (previously approved)	\$ 112,652.75	41	41	\$ 4,264,231.12	522	552
4	\$ 25,267.45	45	45	\$ 4,289,498.57	567	597
5	\$ 288.63	1	1	\$ 4,289,787.20	568	598
6	\$ 3,993.60	1	1	\$ 4,293,780.80	569	599
7	\$ 3,687.60	2	2	\$ 4,297,468.40	571	601
8	\$ 12,758.05	0	0	\$ 4,310,226.45	571	601
9	\$ 1,711.62	0	0	\$ 4,311,938.07	571	601
10	\$ (43,812.48)	0	0	\$ 4,268,125.59	571	601
11	\$ 3,987.56	0	0	\$ 4,272,113.15	571	601

CHANGE ORDER NO. 4
BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 4

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ 25,267.45 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 4

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 4,151,578.37	Original Contract Times: Substantial Completion: 481 Ready for final payment: 511 (days or dates)
Net Increase from previous Change Orders No. 01 to 03 : \$ 112,652.75	Net Change from Previous Change Order No. 01 to No. 03 : Substantial Completion: 41 Ready for final payment: 41 (days)
Contract Price prior to this Change Order: \$ 4,264,231.12	Contract Times prior to this Change Order: Substantial Completion: 522 Ready for final payment: 552 (days or dates)
Net increase of this Change Order: \$ 25,267.45	Net increase (decrease) this Change Order: Substantial Completion: 45 Ready for final payment: 45 (days)
Contract Price with all approved Change Orders: \$ 4,289,498.57	Contract Times with all approved Change Order: Substantial Completion: 567 Ready for final payment: 597 (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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 4

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 4

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
4	N/A	Removal of of existing sidewalk	LS	24	\$ 32.13	\$ 771.12	45
4	0522-2	Sidewalk 6"	SY	43.4	\$ 83.66	\$ 3,630.84	
4	N/A	Added Reiforced Foundation	LF	53	\$ 148.36	\$ 7,863.08	
4	0515-2-311	Pedestrian/Bicycle Railing, Aluminun only, 42" Type 1	LF	96.5	\$ 134.74	\$ 13,002.41	
					Total =	\$ 25,267.45	

Exhibit A to Change Order No. 4

C.O. #4

Work Directed by EOR

Price proposal submitted to CEI/EOR on 9/13/23.

Scope:

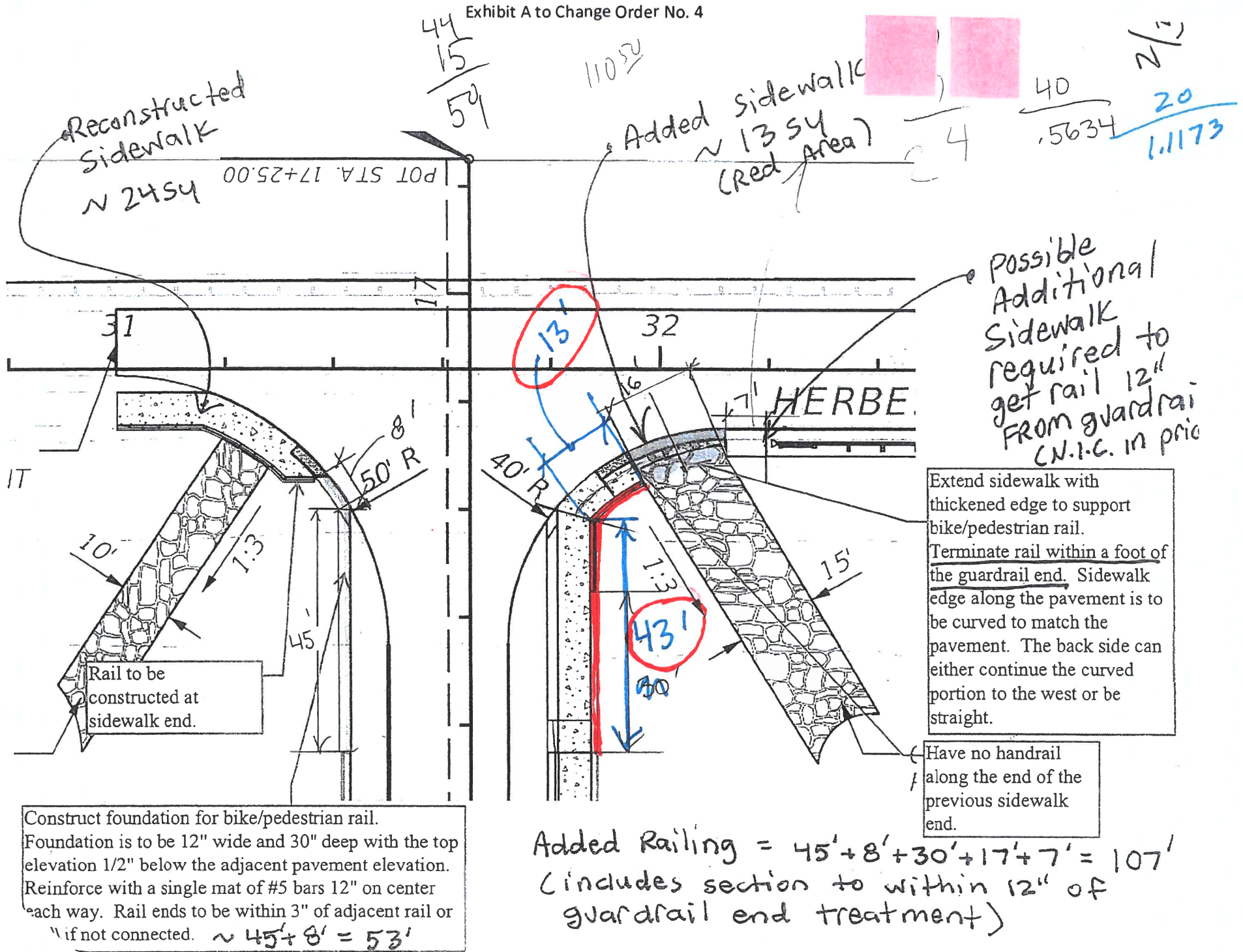
1. Remove and replace sidewalk constructed at NW corner, intersection of HDR and HHD.
2. Construct reinforced foundation for pedestrian rail, STA 16 + 15 to approx. 16+66.05, Left side.
3. Remove riprap and extend sidewall to within 12" of guardrail, NE corner, intersection of HDR and HHD.
4. Added aluminum railing, Left and Right, STA 16+15 to the North, terminate per EOR sketch

	Pay Item		Unit Price	Total	Notes	PAYMENT
REMOVE EXISTING SIDEWALK	(No Pay item)	24 SY	\$32.13	\$771.12		Change Order Needed
REPLACE REMOVED SIDEWALK, 6"	522-2	31.2 SY	\$83.66	\$2,610.19	(quantity change -field measured)	Contract - Quantity Overrun
ADDED SIDEWALK, 6"	522-2	12.2 SY	\$83.66	\$1,020.65	(quantity change -field measured)	Contract - Quantity Overrun
ADDED REINFORCED FOUNDATION	(No Pay item)	53 LF	\$148.36	\$7,863.08		Change Order Needed
ADDED ALUM HANDRAIL (unit price >)	515-2-311	96.5 LF	\$134.74	\$13,002.41	(need to field measure to verify)	Change Order Needed
				<u>\$25,267.45</u>		

Change Order Needed for:

\$25,267.45

Additional Time Requested = 45 days



Proposal

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

Project: C-21 CANAL EXTRA
Description: Sidewalk & Aluminum Rail
Additions - Revisions

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1 REMOVE EXISTING 6" SIDEWALK	24.000	SY	32.13	\$771.12
2 REPLACE REMOVED 6" SIDEWALK	24.000	SY	83.66	\$2,007.84
3 ADDED 6" SIDEWALK W/ THICK EDGE	13.000	SY	83.66	\$1,087.58
4 ADDED CONCRETE FOOTING	53.000	LF	148.36	\$7,863.08
5 ALUM HANDRAIL, 42" (ADDED)	107.000	LF	134.74	\$14,417.18

TOTAL BID: \$26,146.80

Signature: _____

9/13/23

9/13/2023 3:51:14 PM

JOB TOTALS

Page:1

PROJECT : C-21 CANAL EXTRA

Description Sidewalk & Aluminum Rail Additions -
Revisions
Bid Date September 13, 2023
Revised
Location Hendry County
Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	17.50%	612.05	3,497.45	15.17%
EQUIPMENT	17.50%	295.55	1,688.85	7.33%
RENTAL EQ	17.50%	0.00	0.00	0.00%
MATERIAL	17.50%	257.51	1,471.49	6.38%
SUBCONTRACT	10.00%	1,300.59	13,005.85	56.42%
OTHER	17.50%	111.56	637.50	2.77%
TOTAL DIRECT COSTS:			20,301.14	88.07%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			20,301.14	88.07%
TOTAL DIRECT COSTS MARKUP AMT			2,577.26	11.18%
CORPORATE OVERHEAD	0.00%		0.00	0.00%
NET PROFIT	0.00%		0.00	0.00%
SUBTOTAL:			22,878.40	99.25%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		172.88	0.75%
TOTAL MARKUP SPREAD TO ITEMS:			2,750.15	11.93%
BALANCED BID:			23,051.29	100.00%
ACTUAL BID:			26,146.80	
UNBALANCED AMT:			3,095.51	
ACTUAL MARGIN:			5,845.66	
PROPOSED MARGIN:			2,750.15	
UNIT MARK-UP ON TOTAL DIRECT COSTS			:	0.1355
UNIT MARK-UP ON TOTAL JOB COSTS			:	0.1355
MARK-UP ON SALES			:	0.1193

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 9/13/2023 3:51:31 PM

ITEM : 1
DESCRIPTION : REMOVE EXISTING 6" SIDEWALK

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : SY
BID QTY : 24.00
TO QTY : 24.00
TOTAL MHS : 5.00
MHS / UNIT : 0.2083
UNITS / MH : 4.8000

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
1	REMOVE EXISTING 6" SIDEWALK	SY	24.00	96.00	0.25

Cost Detail for Item 1

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
E 72	Loader Small	1.000		0.250	265.000	66.25
E 76	Escavator Smal (Hyunday 1	1.000		0.250	318.000	79.50
L 70	Pile drive Leadman	1.000		0.250	319.000	79.75
L 92	carpenters Helper	1.000		0.250	305.800	76.45
E WRITEIN	DUMP TRUCK	2.000	HOURL	1.000	90.000	180.00
O WRITEIN	DUMP FEE	1.000	EA	1.000	150.000	150.00
O WRITEIN	PER DIEM	0.500	MAND	1.000	39.000	19.50

Item Unit Cost : 27.14

Item Total Cost : 651.45

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	156.20	325.75	0.00	0.00	0.00	169.50
Unit :	6.51	13.57	0.00	0.00	0.00	7.06

Bid Data for Item: 1

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	24.00	32.13	771.12	651.45	119.67	
Takeoff Qty.	24.00	32.13	771.12	651.45	119.67	0.00

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 9/13/2023 3:51:31 PM

ITEM : 2
DESCRIPTION : REPLACE REMOVED 6" SIDEWALK

UM : SY
BID QTY : 24.00
TO QTY : 24.00
TOTAL MHS : 0.00
MHS / UNIT : 0.0000
UNITS / MH : 0.0000

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
2	REPLACE REMOVED 6" SIDEWALK	SY	24.00	0.00	0.00

Cost Detail for Item 2

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
Item Unit Cost : 0.00				Item Total Cost :		0.00
		<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>
Total :		0.00	0.00	0.00	0.00	0.00
Unit :		0.00	0.00	0.00	0.00	0.00

Bid Data for Item: 2

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	24.00	83.66	2,007.84	0.00	2,007.84	
Takeoff Qty.	24.00	83.66	2,007.84	0.00	2,007.84	0.00

* use contract
unit price

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 9/13/2023 3:51:31 PM

ITEM : 3
DESCRIPTION : ADDED 6" SIDEWALK W/ THICK EDGE

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : SY
BID QTY : 13.00
TO QTY : 13.00
TOTAL MHS : 0.00
MHS / UNIT : 0.0000
UNITS / MH : 0.0000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
3	ADDED 6" SIDEWALK W/ THICK EDGE	SY	13.00	0.00	0.00

Cost Detail for Item 3

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
Item Unit Cost : 0.00				Item Total Cost :		0.00
		<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>
Total :		0.00	0.00	0.00	0.00	0.00
Unit :		0.00	0.00	0.00	0.00	0.00

Bid Data for Item: 3

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	13.00	83.66	1,087.58	0.00	1,087.58	
Takeoff Qty.	13.00	83.66	1,087.58	0.00	1,087.58	0.00

* Use contract
unit price

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 9/13/2023 3:51:31 PM

ITEM : 4
DESCRIPTION : ADDED CONCRETE FOOTING

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : LF
BID QTY : 53.00
TO QTY : 53.00
TOTAL MHS : 90.00
MHS / UNIT : 1.6981
UNITS / MH : 0.5889

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
4	ADDED CONCRETE FOOTING	LF	53.00	35.33	1.50

Cost Detail for Item 4

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
	PRODUCTION:					
	excavate by hand, form, set rebar.....	1				
	pour.....	1/4				
	strip, point, patch, regrade.....	1/4				
	=====					
	1.5 days					
M WRITEIN	CONCRETE	6.000	CY	1.000	209.880	1259.28
M WRITEIN	REINF STEEL	308.000	LBS	1.000	0.689	212.21
L 40	Forman Concrete	1.000		1.500	640.200	960.30
L 91	Carpenters	1.000		1.500	382.800	574.20
L 92	carpenters Helper	3.000		1.500	305.800	1376.10
L 90	General Labor	1.000		1.500	287.100	430.65
E 72	Loader Small	1.000		1.500	265.000	397.50
E 91	Welder	0.200		1.500	77.000	23.10
E 92	Generator	0.500		1.500	34.000	25.50
E 95	Pick ups	2.000		1.500	84.000	252.00
E 96	Cell phone	1.000		1.500	30.000	45.00
E 99	Small tools	1.000		1.500	60.000	90.00
E 99.2	Plate compactor	1.000		1.000	30.000	30.00
E 99.3	Wood forms	1.000		500.000	1.000	500.00
O WRITEIN	PER DIEM	12.000	MAND	1.000	39.000	468.00

Item Unit Cost : 125.36

Item Total Cost : 6,643.84

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	3,341.25	1,363.10	0.00	1,471.49	0.00	468.00
Unit :	63.04	25.72	0.00	27.76	0.00	8.83

Bid Data for Item: 4

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	53.00	148.36	7,863.08	6,643.84	1,219.24	
Takeoff Qty.	53.00	148.36	7,863.08	6,643.84	1,219.24	0.00

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 9/13/2023 3:51:31 PM

ITEM : 5
DESCRIPTION : ALUM HANDRAIL, 42" (ADDED)

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : LF
BID QTY : 107.00
TO QTY : 107.00
TOTAL MHS : 0.00
MHS / UNIT : 0.0000
UNITS / MH : 0.0000

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
5	ALUM HANDRAIL, 42" (ADDED)	LF	107.00	0.00	0.00

Cost Detail for Item 5

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
S WRITEIN	RIDGEDILL (Delamere Quo	107.000	LF	1.100	110.500	13005.85

Item Unit Cost : 121.55

Item Total Cost : 13,005.85

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	0.00	0.00	0.00	0.00	13,005.85	0.00
Unit :	0.00	0.00	0.00	0.00	121.55	0.00

Bid Data for Item: 5

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	107.00	134.74	14,417.18	13,005.85	1,411.33	
Takeoff Qty.	107.00	134.74	14,417.18	13,005.85	1,411.33	0.00

Delamere quote
+ 10% (Ridgdill)
+ 10% (Zep)



DELAMERE INDUSTRIES INC

19370 Oliver Street, Brooksville, FL 34601

Tel (813) 929-0841 • Fax (813) 929-0662

www.DelamereIndustriesInc.com

FENCE & RAIL QUOTATIONS

TO: Estimating

DATE: 6/30/2023

Project Name: Bridge over C-21 Canal Project

Project Number & County: Clewiston, FL --Henry County PFID #445843-1-54-01

Bid Due Date: June 30, 2023

Furnish & Install:

515-2311 Min 95LF FDOT Index 515-062 (862) Aluminum Pedestrian-Bicycle
Picket rail as specified in plan set dated 12/9/2021. 42", Mill finish, Type 1-infill.

At \$110.50/LF = \$10,497.50

Grabrail available for an additional premium

Total = \$10,497.50

Note: Permit, removal of old fence and grounding by others. Additional charge for digging through asphalt, concrete or rock. Contractor/Owner to provide clear access to site. This bid is for 1 (One) mobilization. Additional mobilizations at \$1,200 each. Our proposal to be made part of contract.

QUOTE GOOD FOR 30 - Days ONLY. Escalation clause to be added to Contract.

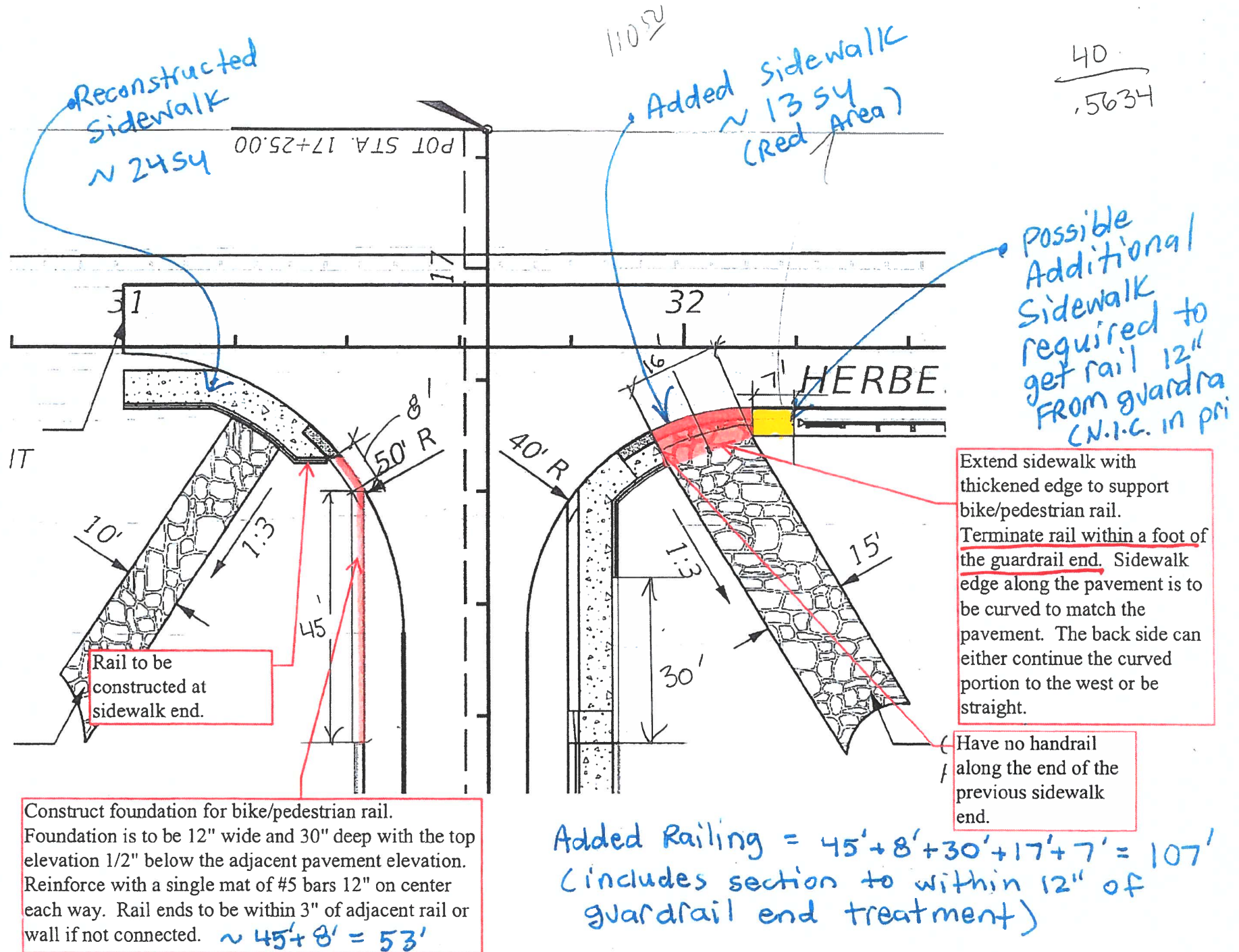
This quotation and any resulting contract shall be subject to the general terms and conditions of Delamere Industries Inc. **BONDS NOT INCLUDED AND ADDITIONAL INSURANCE REQUIRED ABOVE OUR STANDARD POLICY WILL BE PAID FOR BY CONTRACTOR IF REQUIRED.**

Offered by:

Rebecca C. Dickerson
Project Manager
Delamere Industries Inc.

Accepted by:

Buyer **TOM WADDEN**



40
—
.5634

DH

11/06/2023

Quantity per Approved Shop Drawings**East Side**

5
50
50
61
62
61
62
61
49
13
52
9
41
20
23
44
68
67
68
17

=====

883 inches

/12 =

73.58 LF**West Side**

5
68
67
62
61
62
61
68
16
51
68
67
41
27
67
42
26
46
21
56
56
17

=====

1055 inches

/12 =

87.92 LF

Total Aluminum Rail (42" Type 1) for Project =

=

161.50 LF

Original Bid Quantity =

65 LF

=====

Added**96.50 LF**

Exhibit A to Change Order No. 4

General Notes:

These shop drawings produced by Delamere Industries Inc include complete details to build and install FDOT Index 515-062 42" Aluminum Pedestrian/Bicycle Railing.

Scope of drawings

The drawing set (7 sheets) shows the specific details for rail sections listed on Page 2. Elevation view was done per customer specification. All rail shall be type 1 picket infill.

Sheet 7 shows the physical layout and post locations for the rail.

All shop drawings are in compliance with the specifications laid forth in the 2019/2020 FDOT design standard for Index 515-062 42" Aluminum Pedestrian/Bicycle Railing

Welding Notes

All welding shall be in accordance with the American Welding Society structural welding code (Aluminum) ANSI/AWS D1.2 (Current Edition)

Anchor Bolts

Anchor bolts will be in accordance with ASTM F1554 Grade 55. The anchor for Index 515-062 will be 7/8" X 11". Nuts shall be in accordance with ASTM A563. Flat washers shall be in accordance with ASTM F436.

Neoprene Pads

Neoprene pads shall be in accordance with specification section 932. Pads shall be durometer hardness 60 to 80.

Ridgdill Construction
Index 515-062 42", Type 1-Infill
Bridge Over C-21 Canal
Henry County - PFID #445843-1-54-01

Base plates

Shall be in accordance with ASTM B209.

Top rail and end hoops will be schedule 10.

Handrail Joint / Splice and handrails. No handrail for flat build.

Post and picket spacing shall be in accordance with FDOT Index 515-062. Post type A will be used for this install.

Actual installed post locations shall be field adjusted as required to fit mounting surface.

Sheet No 1 of 7	Job No. Bridge Over C-21 Canal	Drawing Title:	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, FL 34601	SEAL
	Date: 10/27/2023	General Notes		FDOT Index 515-062	10/27/2023		
	Scale : Not to scale	515-062 details per FDOT Index.					
	Drawn By: D. Parr						
	Checked By: E. Hughes						

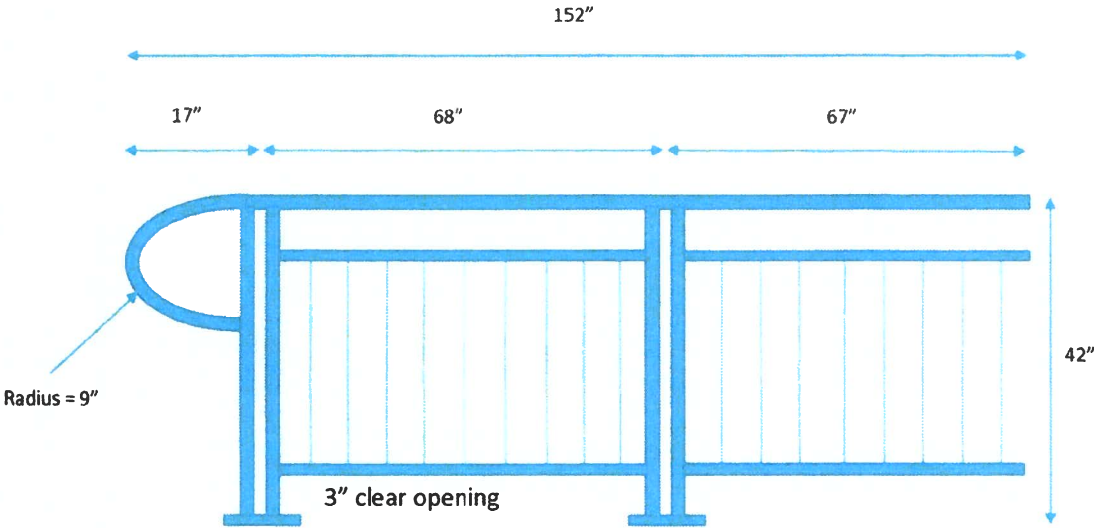
Exhibit A to Change Order No. 4

1. General Notes
2. Package Contents
3. 152" Left End Hoop
4. 140" Left Capped End
5. 135" Mid Section
6. 184" Right End Hoop
7. Post Layout

Ridgill Construction
 Index 515-062 42", Type 1-Infill
 Bridge Over C-21 Canal
 Henry County - PFID #445843-1-54-01

Sheet No 2 of 6	Job No. Bridge Over C-21 Canal	Drawing Title: Package Contents 515-062 details per FDOT Index.	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, Fl 34601	SEAL
	Date: 10/27/2023			FDOT Index 515-062	10/27/2023		
	Scale : Not to scale						
	Drawn By: D. Parr Checked By: E. Hughes						

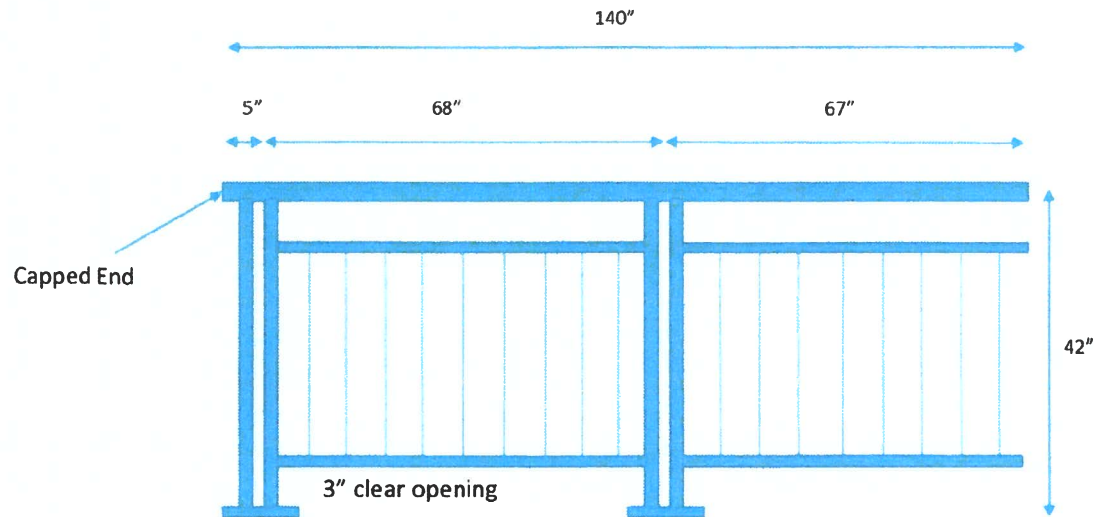
Ridgdill Construction
Index 515-062 42", Type 1-Infill
Bridge Over C-21 Canal
Henry County - PFID #445843-1-54-01



Sheet No 3 of 7	Job No. Bridge Over C-21 Canal	Drawing Title: 152" Left End Hoop	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, FL 34601	SEAL
	Date: 10/27/2023	515-062 details per FDOT Index.		FDOT Index 515-062	10/27/2023		
	Scale : Not to scale						
	Drawn By: D. Parr						
	Checked By: E. Hughes						

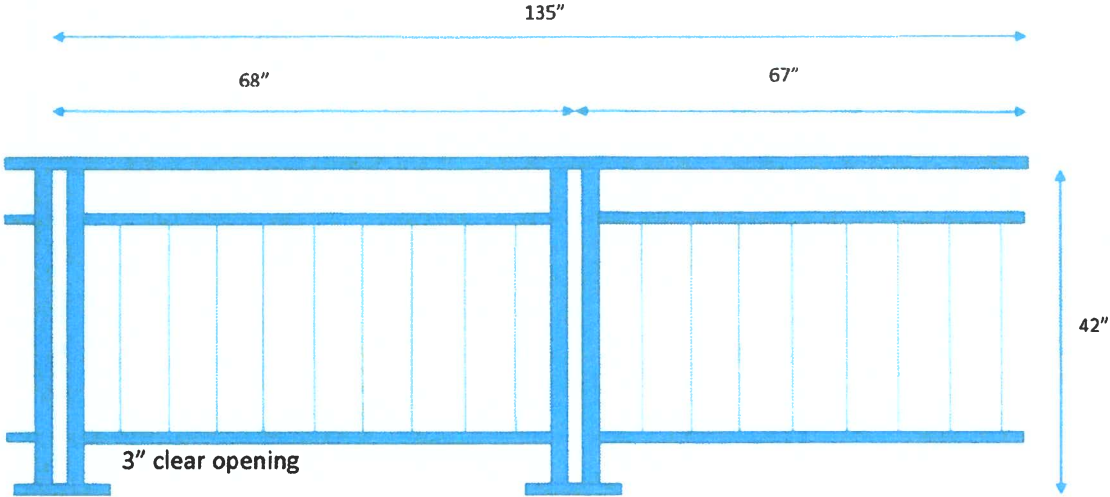
Exhibit A to Change Order No. 4

Ridgill Construction
 Index 515-062 42", Type 1-Infill
 Bridge Over C-21 Canal
 Henry County - PFID #445843-1-54-01



Sheet No 4 of 7	Job No. Bridge Over C-21 Canal	Drawing Title: 140" Left Capped End	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, FL 34601	SEAL
	Date: 10/27/2023	515-062 details per FDOT Index.		FDOT Index 515-062	10/27/2023		
	Scale : Not to scale						
	Drawn By: D. Parr						
	Checked By: E. Hughes						

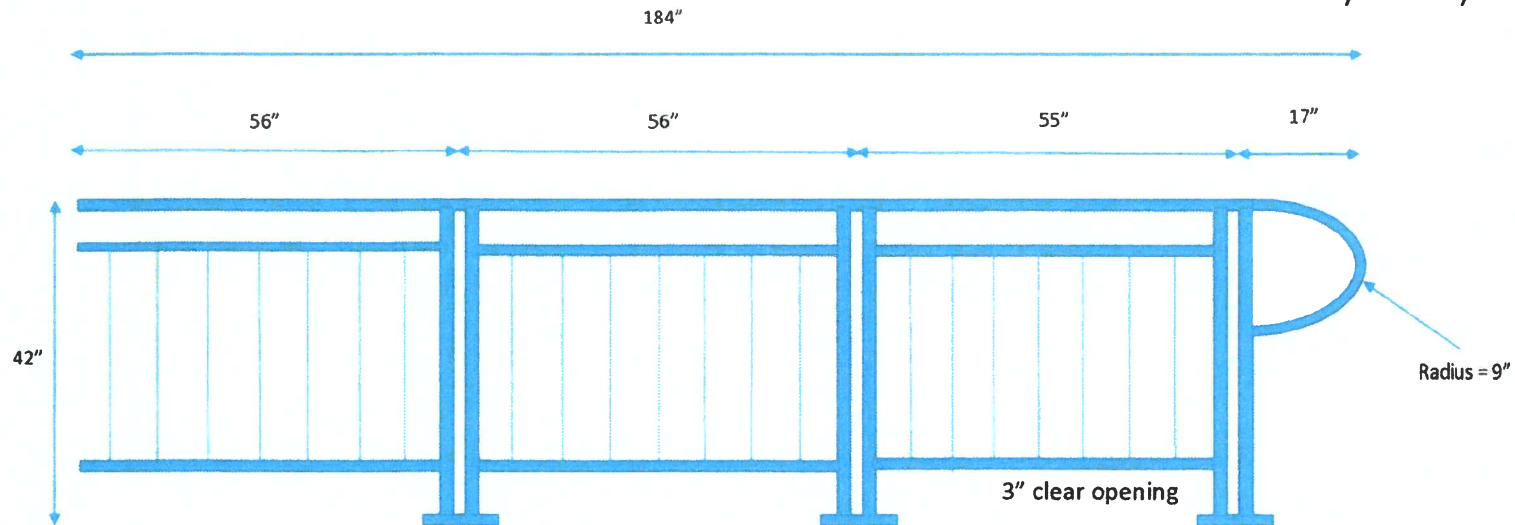
Ridgdill Construction
Index 515-062 42", Type 1-Infill
Bridge Over C-21 Canal
Henry County - PFID #445843-1-54-01



Example of a standard mid

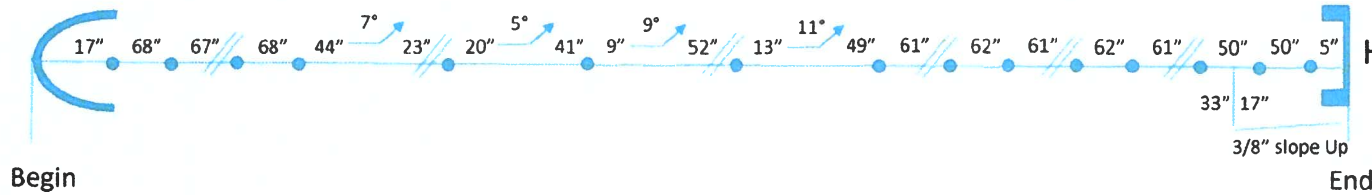
Sheet No. 5 of 7	Job No. Bridge Over C-21 Canal	Drawing Title: 135" Mid Section 515-062 details per FDOT Index.	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, FL 34601	SEAL
	Date: 10/27/2023			FDOT Index 515-062	10/27/2023		
	Scale : Not to scale						
	Drawn By: D. Parr						
	Checked By: E. Hughes						

Ridgill Construction
 Index 515-062 42", Type 1-Infill
 Bridge Over C-21 Canal
 Henry County - PFID #445843-1-54-01



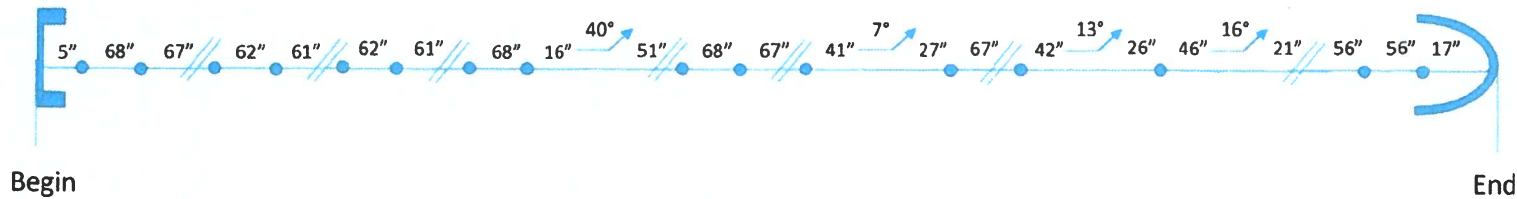
Sheet No 6 of 7	Job No. Bridge Over C-21 Canal	Drawing Title: 184" Right End Hoop 515-062 details per FDOT Index.	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, FL 34601	SEAL
	Date: 10/27/2023			FDOT Index 515-062	10/27/2023		
	Scale : Not to scale						
	Drawn By: D. Parr						
	Checked By: E. Hughes						





East Side Post Layout



Ridgill Construction
 Index 515-062 42", Type 1-Infill
 Bridge Over C-21 Canal
 Henry County-PFID #445843-1-54-01

West Side Post Layout



-  Denotes rail capped end
-  Denotes rail splice location
-  Denotes rail post location
-  Denotes end hoop location

Grab rail is not required for this install.

Sheet No 7 of 7	Job No: Bridge Over C-21 Canal	Drawing Title: Post Layout 515-062 details per FDOT Index.	REV #	Description	Date	Delamere Industries Inc. 19370 Oliver Street Brooksville, FL 34601	SEAL
	Date: 10/27/2023			FDOT Index 515-062	10/27/2023		
	Scale : Not to scale						
	Drawn By: D. Parr						
	Checked By: E. Hughes						

CHANGE ORDER NO. 5
BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 5

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ 288.63 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 5

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>4,151,578.37</u>	Original Contract Times: Substantial Completion: <u>481</u> Ready for final payment: <u>511</u> (days or dates)
Net Increase from previous Change Orders No. <u>01</u> to <u>04</u> : \$ <u>137,920.20</u>	Net Change from Previous Change Order No. <u>01</u> to No. <u>04</u> : Substantial Completion: <u>86</u> Ready for final payment: <u>86</u> (days)
Contract Price prior to this Change Order: \$ <u>4,289,498.57</u>	Contract Times prior to this Change Order: Substantial Completion: <u>567</u> Ready for final payment: <u>597</u> (days or dates)
Net increase of this Change Order: \$ <u>288.63</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>1</u> Ready for final payment: <u>1</u> (days)
Contract Price with all approved Change Orders: \$ <u>4,289,787.20</u>	Contract Times with all approved Change Order: Substantial Completion: <u>568</u> Ready for final payment: <u>598</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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 5

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 5

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
5	0522-2	Sidewalk 6"	SY	3.45	\$ 83.66	\$ 288.63	1
					Total =	\$ 288.63	

CHANGE ORDER NO. 6
BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 6

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ 3,993.60 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 6

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>05</u> : \$ <u>138,208.83</u>
Contract Price prior to this Change Order: \$ <u>4,289,787.20</u>
Net increase of this Change Order: \$ <u>3,993.60</u>
Contract Price with all approved Change Orders: \$ <u>4,293,780.80</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>05</u> : Substantial Completion: <u>87</u> Ready for final payment: <u>87</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>568</u> Ready for final payment: <u>598</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>1</u> Ready for final payment: <u>1</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>569</u> Ready for final payment: <u>599</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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 6

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No 6

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
6	N/A	Installation of Temporary Wood Rail	LF	160	\$ 19.00	\$ 3,040.00	1
6	N/A	Removal of Temporary Wood Rail	LF	160	\$ 5.96	\$ 953.60	
					Total =	\$ 3,993.60	

Exhibit A to Change Order No. 6

C.O. #6

Work approved by EOR

Price proposal submitted to EOR/CEI

Scope:

1. Install/Remove temporary wooden handrail

Pay Item			Unit Price	Total	Notes
INSTALL TEMPORARY WOOD RAIL	(No Pay item)	160 LF	\$19.00	\$3,040.00	
REMOVE TEMPORARY WOOD RAIL	(No Pay item)	160 LF	\$5.96	<u>\$953.60</u>	
				\$3,993.60	

PAYMENT

Change Order Needed

Change Order Needed

Change Order Needed for:

\$3,993.60

Additional Time Requested = 1 day

Proposal

Exhibit A to Change Order No. 6

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

Project: C-21 CANAL - TEMPORARY HAND
Description: Temporary 42" Wooden HAndrail

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
1 TEMPORARY WOODEN HANDRAIL INSTALL)	160.000	LF	19.00	\$3,040.00
2 TEMP WOODEN HANDRAIL (REMOVE)	160.000	LF	5.96	\$953.60

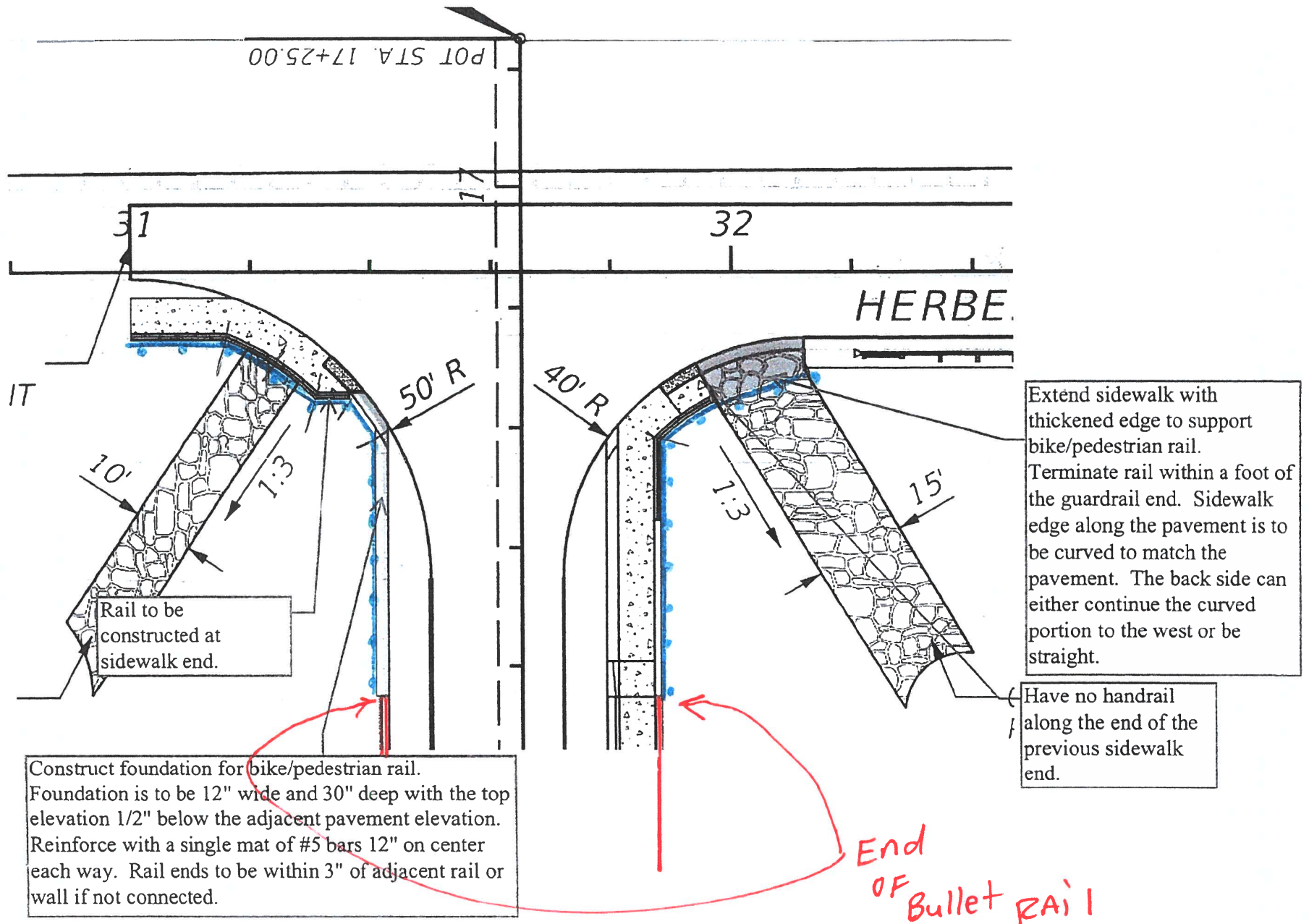
TOTAL BID: \$3,993.60

Signature: _____

9/21/23

Zep Construction, Inc.

40
5602



**ZEP CONSTRUCTION, INC.**7802 Jean Boulevard
FT. MYERS, FL 33967
PHONE (239) 267-8778
FAX: (239) 267-7907

Project Name

C-21 Canal

Subject

Temporary Wood Rail

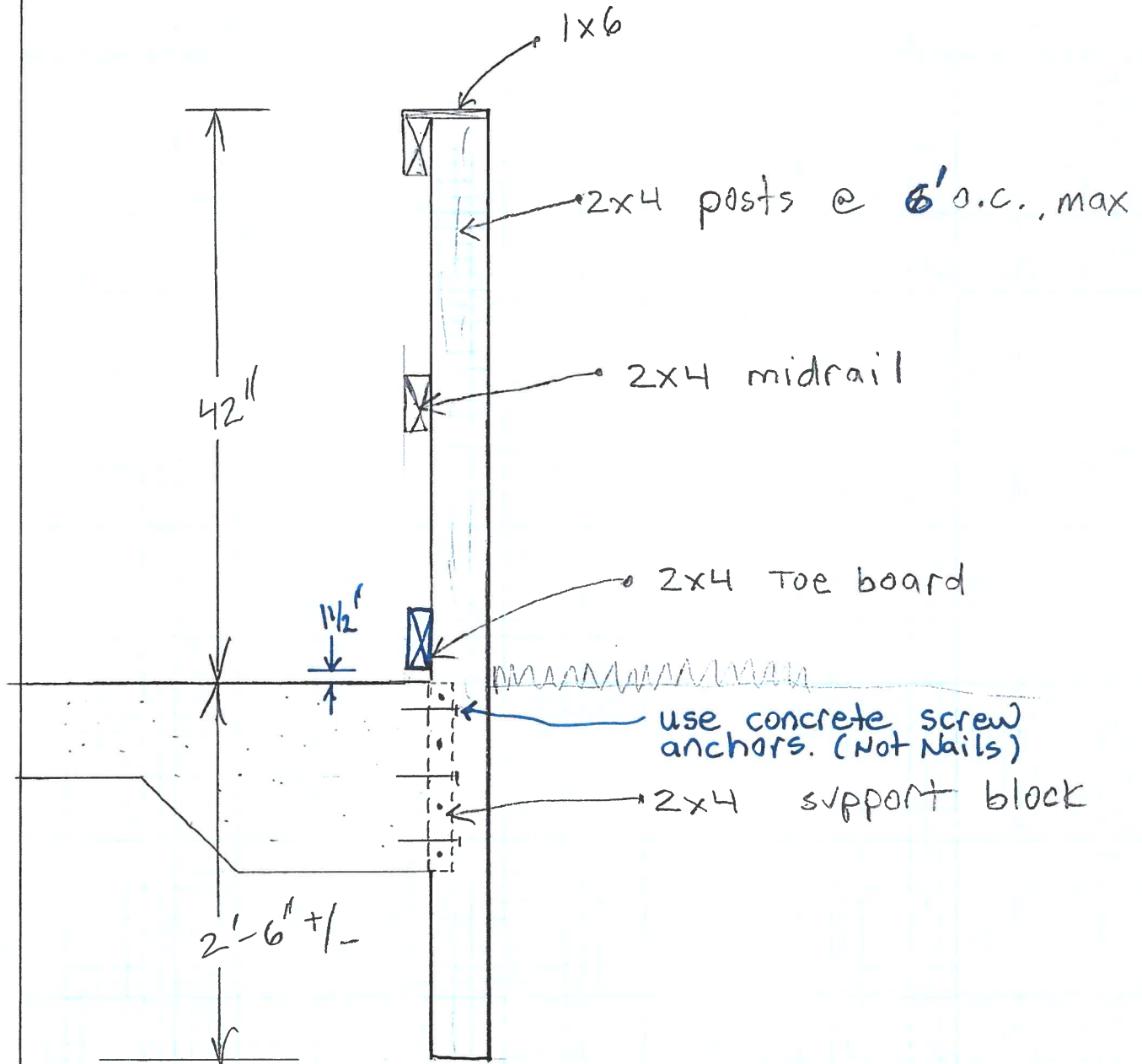
Contract /
Project #

Date

9/13/23

Page

1/1



9/21/2023 11:18:25 AM

JOB TOTALS

Page:1

PROJECT : C-21 CANAL - TEMPORARY HANDRAIL

Description Temporary 42" Wooden HAndrail
 Bid Date 9-21-23
 Revised
 Location
 Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	17.50%	386.59	2,209.07	55.31%
EQUIPMENT	17.50%	49.79	284.50	7.12%
RENTAL EQ	17.50%	0.00	0.00	0.00%
MATERIAL	17.50%	107.57	614.71	15.39%
SUBCONTRACT	0.00%	0.00	0.00	0.00%
OTHER	17.50%	47.77	273.00	6.84%
TOTAL DIRECT COSTS:			3,381.28	84.66%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			3,381.28	84.66%
TOTAL DIRECT COSTS MARKUP AMT			591.72	14.82%
CORPORATE OVERHEAD	0.00%		0.00	0.00%
NET PROFIT	0.00%		0.00	0.00%
SUBTOTAL:			3,973.01	99.47%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		20.97	0.53%
TOTAL MARKUP SPREAD TO ITEMS:			612.69	15.34%
BALANCED BID:			3,993.98	100.00%
ACTUAL BID:			3,993.60	
UNBALANCED AMT:			-0.38	
ACTUAL MARGIN:			612.32	
PROPOSED MARGIN:			612.69	
UNIT MARK-UP ON TOTAL DIRECT COSTS			:	0.1812
UNIT MARK-UP ON TOTAL JOB COSTS			:	0.1812
MARK-UP ON SALES			:	0.1534

PROJECT :
C-21 CANAL - TEMPORA

ITEM SHEET COSTS
AS SHOWN

Date : 9/21/2023 11:18:02 A

ITEM : 1
DESCRIPTION : TEMPORARY WOODEN HANDRAIL (INSTALL)

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : LF
BID QTY : 160.00
TO QTY : 160.00
TOTAL MHS : 50.00
MHS / UNIT : 0.3125
UNITS / MH : 3.2000

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
1	TEMPORARY WOODEN HANDRAIL (INST	LF	160.00	160.00	1.00

Cost Detail for Item 1

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
M WRITEIN	WOOD MATERIALS, 2X4'S,	1.000	LS	1.000	814.710	814.71
L 70	Pile drive Leadman	1.000		1.000	414.700	414.70
L 91	Carpenters	1.000		1.000	319.000	319.00
L 92	carpenters Helper	3.000		1.000	295.075	885.23
E 92	Generator	0.500		1.000	34.000	17.00
E 95	Pick ups	1.000		1.000	84.000	84.00
E 96	Cell phone	0.500		1.000	30.000	15.00
E 99	Small tools	0.500		1.000	60.000	30.00
O WRITEIN	PERDIEM	5.000	DAYS	1.000	39.000	195.00
M WRITEIN	CREDIT FOR ZEP'S RE-US	1.000	LS	1.000	-200.000	-200.00

Item Unit Cost : 16.09

Item Total Cost : 2,574.64

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	1,618.92	146.00	0.00	614.71	0.00	195.00
Unit :	10.12	0.91	0.00	3.84	0.00	1.22

Bid Data for Item: 1

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	160.00	19.00	3,040.00	2,574.64	465.36	
Takeoff Qty.	160.00	19.00	3,040.00	2,574.64	465.36	0.00

PROJECT :
C-21 CANAL - TEMPORA

ITEM SHEET COSTS
AS SHOWN

Date : 9/21/2023 11:18:02 A

ITEM : 2
DESCRIPTION : TEMP WOODEN HANDRAIL (REMOVE)

U/M : LF
BID QTY : 160.00
TO QTY : 160.00
TOTAL MHS : 20.00
MHS / UNIT : 0.1250
UNITS / MH : 8.0000

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
2	TEMP WOODEN HANDRAIL (REMOVE)	LF	160.00	160.00	1.00

Cost Detail for Item 2

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
L 92	carpenters Helper	2.000		1.000	295.075	590.15
E 92	Generator	0.500		1.000	34.000	17.00
E 95	Pick ups	1.000		1.000	84.000	84.00
E 96	Cell phone	0.250		1.000	30.000	7.50
E 99	Small tools	0.500		1.000	60.000	30.00
O WRITEIN	PER DIEM	2.000	MAND	1.000	39.000	78.00

Item Unit Cost : 5.04

Item Total Cost : 806.65

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	590.15	138.50	0.00	0.00	0.00	78.00
Unit :	3.69	0.87	0.00	0.00	0.00	0.49

Bid Data for Item: 2

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	160.00	5.96	953.60	806.65	146.95	
Takeoff Qty.	160.00	5.96	953.60	806.65	146.95	0.00

TIME + MATERIALS



Customer Receipt

9/19/2023, 3:21 PM EDT

Sales Person JLG795

Store Phone # (239) 387-6600

Store # 3119

Location 16972 THREE OAKS, ESTERO, FL 33912

Customer Information

ZEP CONSTRUCTION

(239) 267-8778

ZEPCONSTRUCTION@AOL.COM

ZEP CONST INC

7802 JEAN BLVD

FORT MYERS, FL 33967

Order # H3119-196185

Receipt # 3119 00097 64879

PO / Job Name 393 clewiston



Carryout

 Runner Name
ZEP CONSTRUCTION

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 Grip-Rite #9 x 2-1/2 in. Star Drive Bugle-Head Construction Screw (5 lbs./Box)	N/A	1002135696	\$29.98 / each	2	\$59.96
02 Grip-Rite #8 x 2 in. Phillips Bugle-Head Coarse Thread Sharp Point Polymer Coated Exterior Screws (1 lb./Pack) 🔧 PREFERRED PRICING \$0.18 OFF EACH	N/A	133938	\$8.97 / each \$8.79 / each	1	\$8.79
03 Tapcon 1/4 in. x 3-1/4 in. Hex-Washer-Head Concrete Anchors (150-Pack) 🔧 PREFERRED PRICING \$3.07 OFF EACH	N/A	1005238583	\$61.47 / each \$58.40 / each	2	\$116.80
04 Tapcon 5/32 in. x 7 in. Steel SDS Carbide Masonry Drill Bit 🔧 PREFERRED PRICING \$0.55 OFF EACH	N/A	163610	\$10.97 / each \$10.42 / each	2	\$20.84
05 Unbranded 2 in. x 4 in. x 12 ft. Standard and Better Kiln Dried Heat Treated Spruce-Pine-Fir Lumber	N/A	161667	\$6.72 / each	65	\$436.80
06 WeatherShield 1 in. x 4 in. x 12 ft. Ground Contact Pressure-Treated Board Southern Yellow Pine Lumber 🔧 PREFERRED PRICING \$0.19 OFF EACH	N/A	1001753958	\$6.28 / each \$6.09 / each	20	\$121.80

Exhibit A to Change Order No. 6



Customer Receipt

9/19/2023, 3:21 PM EDT

Sales Person JLG795

Store Phone # (239) 387-6600

Store # 3119

Location 16972 THREE OAKS, ESTERO, FL 33912

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2023

Member Statement (as of 09/18)

Pro Xtra Spend

\$31,018.44

Pro Xtra Savings

\$473.47

Visit ProXtra: https://www.homedepot.com/c/Pro_Xtra

Payment Method

The Home Depot 2487

Charged \$814.71

Subtotal

\$776.21

Discounts

-\$11.22

Sales Tax

\$49.72

Order Total

\$814.71

Take a short survey for a chance TO WIN A \$5,000 Home Depot Gift Card. Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. No Purchase necessary. See complete rules on www.homedepot.com/survey

User ID: GVMG 133166 130144

Password: 23469 130047

Doug Hendrickson

From: Doug Hendrickson
Sent: Thursday, September 21, 2023 1:10 PM
To: Bolivar, Juan
Cc: Ruiz, Juan; Andy Tilton
Subject: Price Proposal - Temporary Wooden Handrail
Attachments: Price Proposal - Temporary Wooden Handrail.pdf

Juan,

See attached price for the added temporary wooden handrail installed on a T & M basis.

I estimated 1 day for 2 guys to remove & bring materials back to Fort Myers.

The installation work was completed yesterday.

Regards

Doug Hendrickson
Engineer/Estimator
Zep Construction, Inc.
239-267-8778 (office)

CHANGE ORDER NO. 7

BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 7

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ 3,687.60 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 7

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>06</u> : \$ <u>138,208.83</u>
Contract Price prior to this Change Order: \$ <u>4,293,780.80</u>
Net increase of this Change Order: \$ <u>3,687.60</u>
Contract Price with all approved Change Orders: \$ <u>4,297,468.40</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>06</u> : Substantial Completion: <u>88</u> Ready for final payment: <u>88</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>569</u> Ready for final payment: <u>599</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>2</u> Ready for final payment: <u>2</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 7

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 7

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
7	N/A	Added Reinforced Foundation	LF	30	\$ 122.92	\$ 3,687.60	2
					Total =	\$ 3,687.60	

Exhibit A to Change Order No. 7

C.O. #7

Work approved by EOR

No price proposal was submitted - See attached price proposal

Scope:

1. Construct reinforced concrete foundation for added aluminum railing, NE, 16+15 to 16+45, RT.

	Pay Item		Unit Price	Total	Notes	PAYMENT
ADDED REINFORCED FOUNDATION	(No Pay item)	30 LF	\$122.92	\$3,687.60		Change Order Needed
						Change Order Needed for:
						\$3,687.60
						Additional Time Requested = 2 day

Proposal

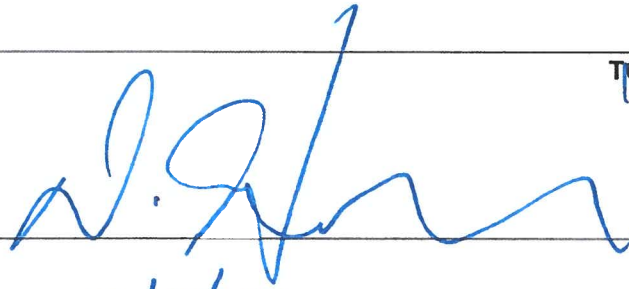
From: Zep Construction, Inc.
7802 Jean Blvd
Fort Myers, FL 33967
Phone: 239-267-8778
Fax: 239-267-7907

Project: C-21 CANAL NE RAIL FOUNDATIO
Description: Sidewalk & Aluminum Rail
Additions - Revisions

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
4 ADDED CONCRETE FOOTING	30.000	LF	122.92	\$3,687.60

TOTAL BID: \$3,687.60

Signature: _____


12/8/23

PROJECT :
C-21 CANAL NE RAIL FO

ITEM SHEET COSTS
AS SHOWN

Date : 12/8/2023 11:17:48 A

ITEM : 4
DESCRIPTION : ADDED CONCRETE FOOTING

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : LF
BID QTY : 30.00
TO QTY : 30.00
TOTAL MHS : 52.50
MHS / UNIT : 1.7500
UNITS / MH : 0.5714

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
4	ADDED CONCRETE FOOTING	LF	30.00	40.00	0.75

Cost Detail for Item 4

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
M WRITEIN	CONCRETE	1.500	CY	1.000	209.880	314.82
M WRITEIN	SHORT LOAD CHARGE	0.500	EA	1.000	318.000	159.00
M WRITEIN	REINF STEEL	80.000	LBS	1.000	0.689	55.12
M WRITEIN	EPOXY TUBES	1.000	EA	1.000	54.060	54.06
L 40	Forman Concrete	1.000		0.750	640.200	480.15
L 91	Carpenters	1.000		0.750	382.800	287.10
L 92	carpenters Helper	4.000		0.750	305.800	917.40
L 90	General Labor	1.000		0.750	287.100	215.32
E 92	Generator	0.500		0.750	34.000	12.75
E 95	Pick ups	2.000		0.750	84.000	126.00
E 96	Cell phone	1.000		0.750	30.000	22.50
E 99	Small tools	1.000		0.750	60.000	45.00
E 99.3	Wood forms	1.000		250.000	1.000	250.00
O WRITEIN	PER DIEM	4.500	MAND	1.000	39.000	175.50

Item Unit Cost : 103.82

Item Total Cost : 3,114.72

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	1,899.97	456.25	0.00	583.00	0.00	175.50
Unit :	63.33	15.21	0.00	19.43	0.00	5.85

Bid Data for Item: 4

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	30.00	122.92	3,687.60	3,114.72	572.88	
Takeoff Qty.	30.00	122.92	3,687.60	3,114.73	572.87	0.00

12/8/2023 11:18:04 AM

JOB TOTALS

Page:1

PROJECT : C-21 CANAL NE RAIL FOUNDATION

Description Sidewalk & Aluminum Rail Additions -
 Revisions
 Bid Date December 7, 2023
 Revised
 Location Hendry County
 Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	17.50%	332.50	1,899.97	51.53%
EQUIPMENT	17.50%	79.84	456.25	12.37%
RENTAL EQ	17.50%	0.00	0.00	0.00%
MATERIAL	17.50%	102.03	583.00	15.81%
SUBCONTRACT	10.00%	0.00	0.00	0.00%
OTHER	17.50%	30.71	175.50	4.76%
TOTAL DIRECT COSTS:			3,114.72	84.47%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			3,114.72	84.47%
TOTAL DIRECT COSTS MARKUP AMT			545.08	14.78%
CORPORATE OVERHEAD	0.00%		0.00	0.00%
NET PROFIT	0.00%		0.00	0.00%
SUBTOTAL:			3,659.80	99.25%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		27.66	0.75%
TOTAL MARKUP SPREAD TO ITEMS:			572.73	15.53%
BALANCED BID:			3,687.46	100.00%
ACTUAL BID:			3,687.60	
UNBALANCED AMT:			0.14	
ACTUAL MARGIN:			572.88	
PROPOSED MARGIN:			572.73	
UNIT MARK-UP ON TOTAL DIRECT COSTS	:		0.1839	
UNIT MARK-UP ON TOTAL JOB COSTS	:		0.1839	
MARK-UP ON SALES	:		0.1553	

CHANGE ORDER NO. 8

BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 8

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ 12,758.05 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 8

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>4,151,578.37</u>	Original Contract Times: Substantial Completion: <u>481</u> Ready for final payment: <u>511</u> (days or dates)
Net Increase from previous Change Orders No. <u>01</u> to <u>07</u> : \$ <u>145,890.03</u>	Net Change from Previous Change Order No. <u>01</u> to No. <u>07</u> : Substantial Completion: <u>90</u> Ready for final payment: <u>90</u> (days)
Contract Price prior to this Change Order: \$ <u>4,297,468.40</u>	Contract Times prior to this Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</u> (days or dates)
Net increase of this Change Order: \$ <u>12,758.05</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>no change</u> Ready for final payment: <u>no change</u> (days)
Contract Price with all approved Change Orders: \$ <u>4,310,226.45</u>	Contract Times with all approved Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 8

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 8

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
8	0120-1	Excavation Regular	CY	25.91	\$ 17.93	\$ 464.57	
8	0284-704	Optional Base Group 4 (6") Lime Rock	SY	62.19	\$ 10.16	\$ 631.85	
8	0160-4	Stabilization, Type B	SY	62.19	\$ 11.35	\$ 705.86	
8	N/A	3" Structural Asphalt	TN	14.15	\$ 702.68	\$ 9,942.92	
8	0337-7-83	Asphalt Concrete Friction Course, 1.5"	TN	3.8	\$ 266.54	\$ 1,012.85	
					Total =	\$ 12,758.05	

Exhibit A to Change Order No. 8

C.O. #8 (Revised 12-13-23)

Work directed by EOR

Price proposal submitted to EOR/CEI

Scope:

1. Added bike lane at SE corner.

	Pay Item		Unit Price	Total	Notes	PAYMENT
EXCAVATION - CONFINED AREA	120-1	25.91 CY	\$17.93	\$464.57		Contract - Quantity Overrun
LIMEROCK BASE - 6"	285-704	62.19 SY	\$10.16	\$631.85		Contract - Quantity Overrun
STABILIZATION, TYPE B	160-4	62.19 SY	\$11.35	\$705.86		Contract - Quantity Overrun
3" STRUCTURAL ASPHALT - CONFINED AREA	(No Pay item)	14.15 TON	\$702.68	\$9,942.92		Change Order Needed
ASPH CONC FRICTION COURSE, 1.5"	337-7-83	3.8 TON	\$266.54	<u>\$1,012.85</u>		Contract - Quantity Overrun
				<u>\$12,758.05</u>		
					Change Order Needed for:	\$12,758.05

Proposal

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

Project: C-21 CANAL ADDED BIKE LANE A
Description:

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
NO PAY ITEM ASPHALT BASE, 3", CONFINED AREA	14.150	TONS	702.68	\$9,942.92
CONTRACT PAY ITEM INCREASES				
120-1 EXCAVATION	25.910	CY	17.93	\$464.57
160-4 STABILIZATION, TYPE B	62.190	SY	11.35	\$705.86
285-704 LIMEROCK BASE, 6"	62.190	SY	10.16	\$631.85
337-7-83 ASPH CONC FRICTION COURSE, 1.5"	3.800	TON	266.54	\$1,012.85
CONTRACT PAY ITEM TOTAL:			Section Total:	\$2,815.13
			TOTAL BID:	\$12,758.05

Signature: _____

Zep Construction, Inc.

12/13/2023 3:50:14 PM

JOB TOTALS

Page:1

PROJECT : C-21 CANAL ADDED BIKE LANE ASPHALT & BASE

Description

Bid Date 9/20/23

Revised

Location

Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	17.50%	83.62	477.81	4.92%
EQUIPMENT	0.00%	0.00	0.00	0.00%
RENTAL EQ	0.00%	0.00	0.00	0.00%
MATERIAL	0.00%	0.00	0.00	0.00%
SUBCONTRACT	10.00%	827.58	8,275.75	85.18%
OTHER	0.00%	0.00	0.00	0.00%
TOTAL DIRECT COSTS:			8,753.57	90.10%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			8,753.57	90.10%
TOTAL DIRECT COSTS MARKUP AMT			911.19	9.38%
CORPORATE OVERHEAD	0.00%		0.00	0.00%
NET PROFIT	0.00%		0.00	0.00%
SUBTOTAL:			9,664.76	99.47%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		51.01	0.53%
TOTAL MARKUP SPREAD TO ITEMS:			962.20	9.90%
BALANCED BID:			9,715.77	100.00%
ACTUAL BID:			12,758.05	
UNBALANCED AMT:			3,042.28	
ACTUAL MARGIN:			4,004.48	
PROPOSED MARGIN:			962.20	
UNIT MARK-UP ON TOTAL DIRECT COSTS				0.1099
UNIT MARK-UP ON TOTAL JOB COSTS				0.1099
MARK-UP ON SALES				0.0990

PROJECT :
C-21 CANAL ADDED BIK

ITEM SHEET COSTS
A S S H O W N

Date : 12/13/2023 3:49:52 P

ITEM : NO PAY ITEM
DESCRIPTION : ASPHALT BASE, 3", CONFINED AREA

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : TONS
BID QTY : 14.15
TO QTY : 14.15
TOTAL MHS : 5.00
MHS / UNIT : 0.3534
UNITS / MH : 2.8300

Item Production

ITEM#	DESCRIPTION	U/M	QTY	UNITS/DAY	DAYS REQD
NO PAY ITEM	ASPHALT BASE, 3", CONFINED AREA	TONS	14.15	0.00	0.00

Cost Detail for Item NO PAY ITEM

C CODE	DESCRIPTION	QUANTITY	U/M	FACTORS	RATE	COSTS
S WRITEIN	RIDGDILL PRICE (OHL + 10	14.150	TONS	1.100	531.690	8275.75
L 25	Office Engineer	1.000		0.500	955.625	477.81

Item Unit Cost : 618.63

Item Total Cost : 8,753.57

	Labor	Equipment	Rental Eq	Material	Subcontract	Other
Total :	477.81	0.00	0.00	0.00	8,275.75	0.00
Unit :	33.77	0.00	0.00	0.00	584.86	0.00

Bid Data for Item: NO PAY ITEM

	Quantity	Bid Unit	Bid Amt.	Total Cost	Prof & Ovhd	Windfall
Bid Qty.	14.15	702.68	9,942.92	8,753.57	1,189.35	
Takeoff Qty.	14.15	702.68	9,942.92	8,753.57	1,189.35	0.00

Doug Hendrickson

From: Tom Waddell <Tom@ridgdillconstruction.com>
Sent: Friday, September 29, 2023 3:41 PM
To: Doug Hendrickson
Subject: RE: Added Bike Lane Structural Asphalt at SE Bike Lane

They charged Ridgill 13 tons @ \$ 531.69 for the 3" and the unit price for the friction.

Tom Waddell
Tom@Ridgdillconstruction.com
Cell:863-228-2062



RIDGDILL AND SON INC.

1800 RIDGDILL RD. CLEWISTON, FL
TEL: (863) 983 3136
FAX: (863) 983 9642

From: Doug Hendrickson <doug@zepconstruction.com>
Sent: Friday, September 29, 2023 3:34 PM
To: Tom Waddell <Tom@ridgdillconstruction.com>
Subject: RE: Added Bike Lane Structural Asphalt at SE Bike Lane

Tom,

I agree with you. Not as easy to convince the others.

How is OHL/CACORP charging you for this work ?

Could we get some sort of cost breakdown, from CACORP, for this work ?

I would love to come up with a unit price that is higher than what we submitted. Would need cost breakdown though.

Regards

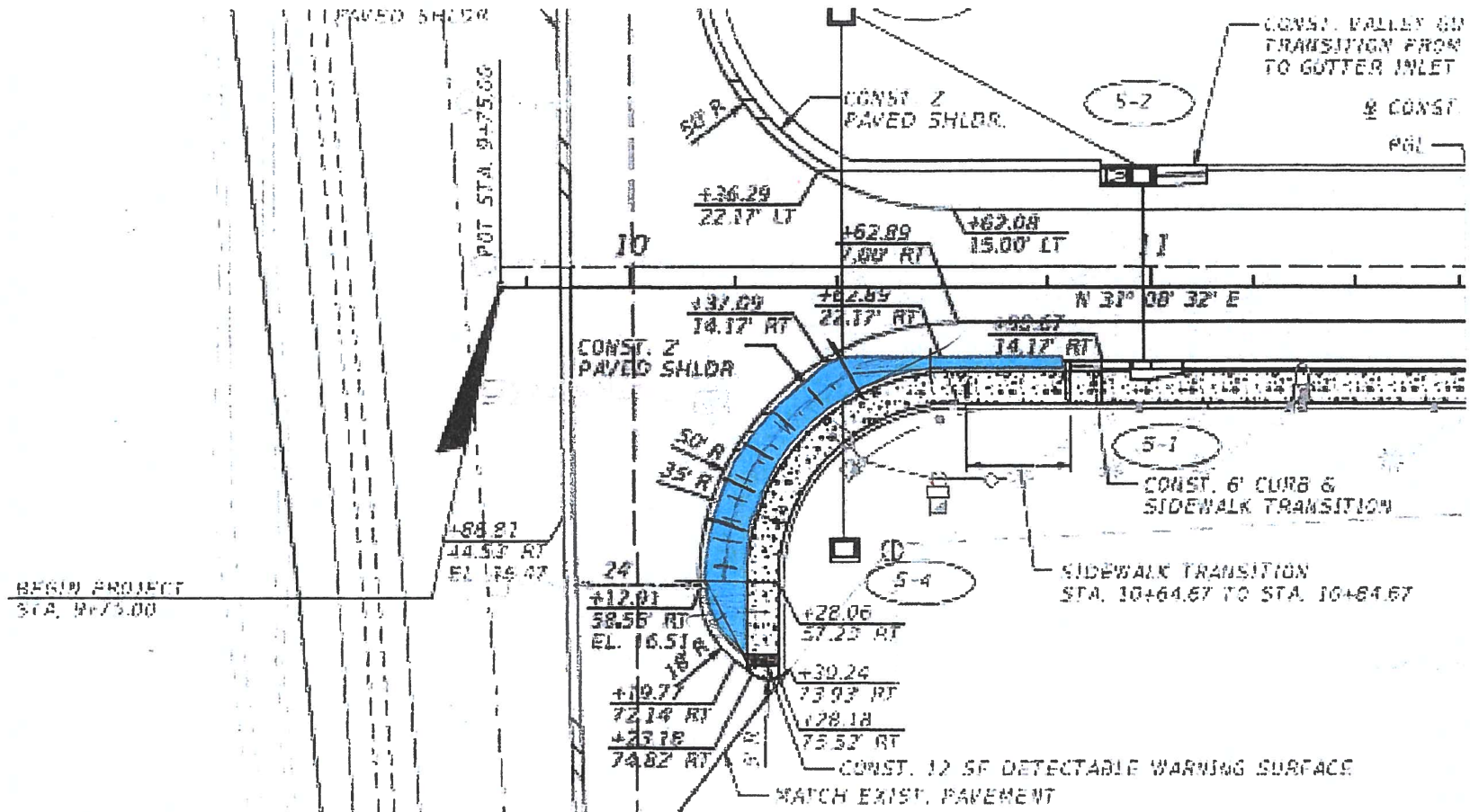
Doug Hendrickson
Engineer/Estimator
Zep Construction, Inc.
239-267-8778 (office)

From: Tom Waddell <Tom@ridgdillconstruction.com>
Sent: Friday, September 29, 2023 3:14 PM
To: Doug Hendrickson <doug@zepconstruction.com>
Subject: RE: Added Bike Lane Structural Asphalt at SE Bike Lane

Doug,
The radius that required 3" of structural asphalt was done by hand . they can't lump that in with line item 334 1 13.

Tom Waddell
Tom@Ridgdillconstruction.com

40
1,806

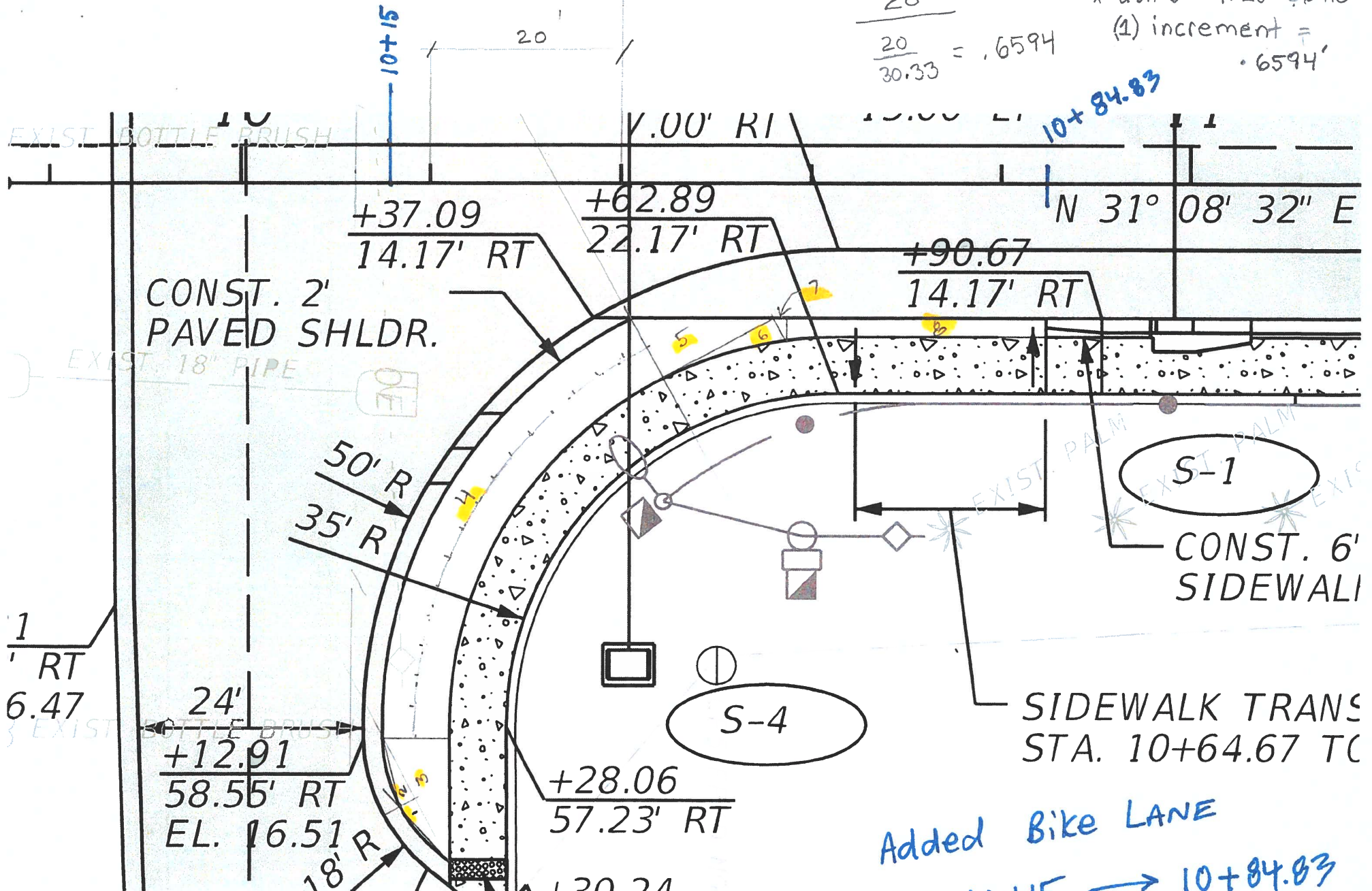


Shaded area is to have subbase, base, and pavement installed to match the adjacent pavement. A revised striping plan will follow to show this area as a bike lane. It will also decrease erosion and rutting from errant drivers.

20
1,613

$$\frac{20}{30.33} = .6594$$

* USING 1:20 Scale
(1) increment = .6594'



Added Bike LANE
STA 10+15 → 10+84.83

Exhibit A to Change Order No. 8

Doug's Bike Lane Area - Scaled from Andy's Plan View

DH 12/11/23

Area 1	0.5	11.5	3	0.6594	0.6594	7.5004442 sf
Area 2	0.5	11.5	3	0.6594	0.6594	7.5004442 sf
Area 3	0.5	19.5	11	0.6594	0.6594	46.633197 sf
Area 4	1	79	11	0.6594	0.6594	377.84846 sf
Area 5	0.5	20	11	0.6594	0.6594	47.82892 sf
Area 6	0.5	20	4	0.6594	0.6594	17.392334 sf
Area 7	0.5	3.5	2	0.6594	0.6594	1.5218293 sf
Area 8	1	41	3	0.6594	0.6594	53.481428 sf

=====
559.70706 sf
62.19 SY

Structural	62.19 SY	103#/SY-IN 3 inches	5%	10.09 TONS
Friction	62.19 SY	102#/SY-IN 1.5 inches	5%	5.00 TONS

Estimate
* Final based on
installed quantities

Exhibit A to Change Order No. 8

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ASPHALT MIX DESIGN - SP 23-21918B (TL-C)

Owning Company OHLA / Community Asphalt Corporation
 Type Mix SP-12.5 Intended Use Of Mix Structural
 Design Traffic Level C Gyration @ Ndes 75

Product	Description	Name	Production Facility	Plant/Mine	Terminal
334-CRUSHED	Crushed RAP Stockpile	1-20 (Continuous)	OHLA / Community Asphalt Corporation	A0770	
C41	S1A Stone		White Rock Quarries	87339	
C51	S1B Stone		White Rock Quarries	87339	
F20	Screenings	Screenings	White Rock Quarries	87339	
Sand	Sand				

PERCENTAGE BY WEIGHT TOTAL AGGREGATE PASSING SIEVES

Blend	30%	15%	23%	27%	5%			JOB MIX FORMULA	CONTROL POINTS	PRIMARY CONTROL SIEVE
Product	334-CRUSHED RAP	C41	C51	F20	Sand					
3/4" 19.0mm	100	100	100	100	100			100	100 -	
1/2" 12.5mm	100	83	100	100	100			97	90 - 100	
3/8" 9.5mm	99	42	95	100	99			89	- 89	
No. 4 4.75mm	78	7	40	100	97			66		
No. 8 2.36mm	60	4	7	83	95			47	40 - 58	39
No. 16 1.18mm	47	4	5	53	94			40	29 -	
No. 30 600µm	38	3	4	34	89			33		
No. 50 300µm	29	3	3	21	69			25		
No. 100 150µm	17	2	2	8	18			12		
No. 200 75µm	7.4	2.0	1.0	3.0	6.0			5.5	2 - 10	
Gsb	2.581	2.407	2.412	2.508	2.656			2.498		

The mix properties of the Job Mix Formula have been conditionally verified, pending successful final verification during production at the assigned plant, the mix design is approved subject to F.D.O.T. specifications. JMF reflects aggregate changes expected during production.

Total Binder Content	<u>5.6</u> %	Gmb @ Ndes	<u>2.289</u>		
Ignition Oven Corr. Factor	<u>-0.04</u>	Gmm	<u>2.385</u>		
(+ To Be Added)/(- To Be Subtracted)					
Gmm Corr. Factor	<u>-0.014</u>	Va	<u>4.0</u>		
Mixing Temp.	<u>300</u> °F	VMA	<u>13.5</u>	Effective Date	<u>4/14/2023</u>
(Plant)					
Compaction Temp.	<u>295</u> °F	VFA	<u>70</u>	Expiration Date	<u>2/16/2026</u>
(Roadway)					
Spread Rate @ 1"	<u>103</u> lb/yd ²	P-200/Pbe	<u>1.3</u>		
Binder from Recycled Materials	<u>1.89</u> %				
PG 58-22 to be added	<u>3.71</u> %	Additives			

Exhibit A to Change Order No. 8

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ASPHALT MIX DESIGN - SPM 14-12191D (TL-C)

Owning Company OHLA / Community Asphalt Corporation

Type Mix FC-12.5 Intended Use Of Mix Friction

Design Traffic Level C Gyration @ Ndes 75

Product	Description	Name	Production Facility	Plant/Mine	Terminal
C41	S1A Stone		White Rock Quarries	87339	
C51	S1B Stone		White Rock Quarries	87339	
F22	Screenings	Screenings	White Rock Quarries	87339	

PERCENTAGE BY WEIGHT TOTAL AGGREGATE PASSING SIEVES

Blend		18%	36%	46%					JOB MIX	CONTROL	PRIMARY
Product		C41	C51	F22					FORMULA	POINTS	CONTROL
SIEVE SIZE	3/4" 19.0mm	100	100	100					100	100 -	
	1/2" 12.5mm	85	100	100					97	90 - 100	
	3/8" 9.5mm	35	94	100					86	- 89	
	No. 4 4.75mm	7	39	100					61		
	No. 8 2.36mm	6	6	90					45	40 - 58	39
	No. 16 1.18mm	5	5	70					35	29 -	
	No. 30 600µm	4	4	56					28		
	No. 50 300µm	3	3	41					20		
	No. 100 150µm	2	2	17					9		
	No. 200 75µm	1.0	1.0	2.0					3.4	2 - 10	
	G _{sb}	2.407	2.412	2.527					2.463		

The mix properties of the Job Mix Formula have been conditionally verified, pending successful final verification during production at the assigned plant, the mix design is approved subject to F.D.O.T. specifications. JMF reflects aggregate changes expected during production.

Total Binder Content <u>6.0</u> %	Gmb @ Ndes <u>2.254</u>	
Ignition Oven Corr. Factor <u>-0.06</u>	Gmm <u>2.349</u>	
(+ To Be Added)/(- To Be Subtracted)		
Gmm Corr. Factor <u>-0.003</u>	Va <u>4.0</u>	
Mixing Temp. <u>330</u> °F	VMA <u>14.0</u>	Effective Date <u>11/1/2022</u>
(Plant)		
Compaction Temp. <u>315</u> °F	VFA <u>71</u>	Expiration Date <u>12/19/2025</u>
(Roadway)		
Spread Rate @ 1" <u>102</u> lb/yd ²	P-200/Pbe <u>0.9</u>	
Binder from Recycled Materials <u>0.00</u> %		
PG 76-22 (PMA) to be added <u>6.00</u> %	Additives	

Exhibit A to Change Order No. 8



ZEP CONSTRUCTION, INC.

7802 Jean Boulevard
FT. MYERS, FL 33967
PHONE (239) 267-8778
FAX: (239) 267-7907

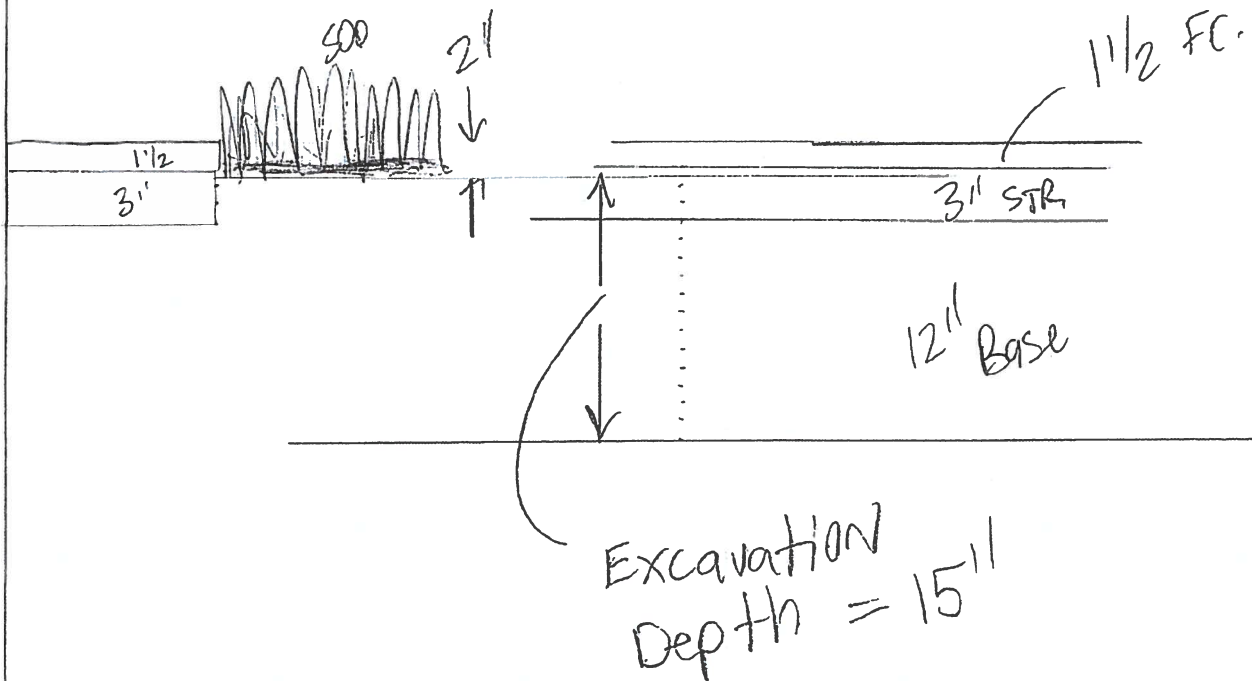
Project Name

Subject

Contract /
Project #

Date

Page



Doug Hendrickson

From: St. Germain, Andrew <Andrew.St.Germain@stantec.com>
Sent: Wednesday, December 13, 2023 1:06 PM
To: Doug Hendrickson; 'Lonnie Lomski'
Cc: Bolivar, Juan; Ruiz, Juan; Tom Waddell
Subject: RE: C-21 Canal Project: Revised QCRR Asphalt Report for Bike Lane on 9/22/2023

Hi Doug,

Yes sir,

The adjusted asphalt in the QCRR for the additional "Bike Lane" is as follows:

(Three O.B. lifts which should be paid as Structural equal 6.6 Tons + Two Structural Courses equal 7.55 Tons = **14.15 Tons.**)

One Friction course equals **3.80 Tons.**

I agree with you that the additional work for the Bike Lane turned out really well. I'm glad I was able to help by double checking the measurements, correcting the issue.

Have a Great Day,

Andrew St. Germain

SR Inspector/Utility Coordinator/Bridges

Mobile: 561 213-1807

andrew.st.germain@stantec.com

Stantec Consulting, Inc.



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Please consider the environment before printing this email.

From: Doug Hendrickson <doug@zepconstruction.com>
Sent: Tuesday, December 12, 2023 5:39 PM
To: St. Germain, Andrew <Andrew.St.Germain@stantec.com>; 'Lonnie Lomski' <llomski@let-fl.com>
Cc: Bolivar, Juan <juan.bolivar@stantec.com>; Ruiz, Juan <juan.ruiz@stantec.com>; Tom Waddell <Tom@ridgdillconstruction.com>
Subject: RE: C-21 Canal Project: Revised QCRR Asphalt Report for Bike Lane on 9/22/2023

Andrew,

Please confirm that the additional asphalt quantities for the added bike lane construction are as follows:

STRUCTURAL: 14.15 TONS

FRICTION: 3.8 TONS

I think Ridgdill did a good job with this "last minute" change.

They had to excavate, construct stabilizer and base all in a confined area.

Exhibit A to Change Order No. 8

State of Florida Department of Transportation

Asphalt Roadway - Daily Report of Quality Control

675-030-20A
CONSTRUCTION
02/03/2021

Email Form Feedback to:
CQ-AsphaltForms@dot.state.fl.us

Project ID (FIN & Contract #): 445843-1-54-01 (G1L001)
Contractor: ZEP

☒ Lot Closed
Intended Lot Size
2000 tons
☐ Static Only

LOT # 2
Mix Design # SPM 14-12191C

Gmm: 2.340

#	Date Paved	Day or Night	Crew ID	Sub Lot	Truck Load #s	Intended Use	Density ?	MTV Used	Lane	Desc.	Lift # of #	Start Paving at Station	End Paving at Station	Length (FT)	Width (FT)	Area Paved (SY)	Quantity (TN)	Individual Lift Thickness (in)	Actual Spread Rate (LB/SY)	Target Spread Rate (LB/SY)	BASE ONLY		Wash Designation	Overbuild
																					Total Thickness (in)	Prorated Base (SY)		
	9/22/2023	Day	1	1	1-4	FC-12.5 TL-C 76-22	Y	N	R1	Herbert Hoover Dike RD	1	31+00.00	37+96.00	696	11.00	850.67	67.05	1.50	157.64	152			c	
	9/22/2023	Day	1	1	4-7	FC-12.5 TL-C 76-22	Y	N	L1	Herbert Hoover Dike RD	1	37+96.00	31+00.00	696	11.00	850.67	67.05	1.50	157.64	152			c	
	9/22/2023	Day	1	1	7-8	FC-12.5 TL-C 76-22	Y	N	L1	Hoover Dike L1&Shoulder	1	16+75.00	15+75.00	100	19.50	216.67	17.20	1.50	158.77	152			c	
	9/22/2023	Day	1	1	8-11	FC-12.5 TL-C 76-22	Y	N	L1	Hoover Dike L1&Shoulder	1	14+34.00	10+16.00	418	19.50	905.67	71.55	1.50	158.00	152			c	
	9/22/2023	Day	1	1	11-14	FC-12.5 TL-C 76-22	Y	N	R1	Hoover Dike R1&Shoulder	1	10+16.00	14+34.00	418	19.50	905.67	71.55	1.50	158.00	152			c	
	9/22/2023	Day	1	1	14-15	FC-12.5 TL-C 76-22	Y	N	R1	Hoover Dike R1&Shoulder	1	15+75.00	16+75.00	100	19.50	216.67	17.20	1.50	158.77	152			c	
	9/22/2023	Day	1	1	15-17	FC-12.5 TL-C 76-22	Y	N	R1	Hoover Dike RD	1	10+02.00	10+16.00	14	268.00	416.89	33.25	1.50	159.51	152			c	
	9/22/2023	Day	1	1	17	FC-12.5 TL-C 76-22	Y	N	OR	Hoover Dike Bike Lane	1	9+73.00	10+83.00	110	4.00	48.89	3.80	1.50	155.45	152			c	
	9/22/2023	Day	1	1	17-18	FC-12.5 TL-C 76-22	Y	N	L1	Hoover Dike RD	1	10+02.00	9+88.00	14	268.00	416.89	33.25	1.50	159.51	152			c	
	9/22/2023	Day	1	1	18	FC-12.5 TL-C 76-22	Y	N	OL	Hoover Dike Shoulder	1	9+88.00	9+89.00	1	268.00	29.78	2.35	1.50	157.82	152			c	
	9/22/2023	Day	1	1	18	Waste	N	N		Not Used							3.89							
→ 09/22/2023 TIN: Z56500097-000 DAILY TOTALS: 388.14 Total Tons 0.00 Tons Not in Lot 388.14 Net Lot Tons (384.25 tons Require Density 3.89 tons Non-Density)																								

Bike Lane
3.8 TONS

Exhibit A to Change Order No. 8

DENSITY REQUIRED: 384.25 tons
 NON DENSITY REQUIRED: 3.89 tons
 TOTAL TONS IN LOT: 388.14 tons

Intended Use	Pay Item #	Previous LOTS' Quantities (tons)	Current LOT Quantities (tons)	Cumulative LOT Quantities (tons)	Previous LOTS' Area (SY) <small>Vol. (CY) for ATPB</small>	Current LOT Area (SY) <small>Vol. (CY) for ATPB</small>	Cumulative LOT Area (SY) <small>Vol. (CY) for ATPB</small>
SP TL-C	334 1 13	780.73	0.00	780.73	9,357.20	0.00	9,357.20
FC-12.5 TL-C 76-22	337 7 83	0.00	384.25	384.25	0.00	4,858.47	4,858.47
Misc.	339 1	35.51	0.00	35.51	297.78	0.00	297.78
Waste		12.00	3.89	15.89	0.00	0.00	0.00

proposed items

Exhibit A to Change Order No. 8

State of Florida Department of Transportation
Asphalt Roadway - Daily Report of Quality Control (Tack Page)

675-030-20A
CONSTRUCTION
02/03/2021

Project ID (FIN & Contract #): 445843-1-54-01 (G1L001)
Contractor: ZEP

LOT #	2
-------	---

	Date Tacked	Day or Night	Cure ID	TIN	Grade	FDOT Calibration Tank #	Beginning Reading (inches)	Beginning Volume (Gallons)	Ending Reading (inches)	Ending Volume (Gallons)	Time After Unloading	Temperature (°F)	Net Gallons (Hot)	Correction Factor	Gallons Used (@ 60°F)	Cumulative Gallons (@ 60°)	Optional				Area Covered (SY)	Application Rate (Gal/SY)
																	Beginning Station	Ending Station	Length	Width		
	9/22/2023	Day	1	Z56500097-000	NTSS-1hm	1040	21 /0	1504	22 /12	1149	2:00 PM	175 °F	355	0.00025	345	345				0.0	5578.4	0.062

Exhibit A to Change Order No. 8

State of Florida Department of Transportation Asphalt Roadway - Daily Report of Quality Control

675-030-20A
CONSTRUCTION
02/03/2021

Email Form Feedback to:
CO-AsphaltForms@dot.state.fl.us

Project ID (FIN & Contract #): 445843-1-54-01 (G1L001)
Contractor: ZEP

☒ Lot Closed
Intended Lot Size
2000 tons
☐ Static Only

LOT # 1
Mix Design # SP 23-21918B
Gmm: 2.385

Gmm: 2.385																							BASE ONLY	
#	Date Paved	Day or Night	Crew ID	Sub Lot	Truck Load #s	Intended Use	Density ?	MTV Used	Lane	Desc.	Lift # of #	Start Paving at Station	End Paving at Station	Length (FT)	Width (FT)	Area Paved (SY)	Quantity (TN)	Individual Lift Thickness (in)	Actual Spread Rate (LB/SY)	Target Spread Rate (LB/SY)	Total Thickness (in)	Prorated Base (SY)		
	8/23/2023	Night	1	1	1	SP TL-C	N	N	OL	Hoover Dike RD Overbuild	1 2	16+15.00	15+75.00	40	5.50	24.44	1.90	1.50	155.48	155				
	8/23/2023	Night	1	1	1	SP TL-C	N	N	OL	Hoover Dike RD Overbuild	1 2	14+34.00	11+10.00	324	5.44	195.84	15.25	1.50	155.74	155				
	8/23/2023	Night	1	1	1	SP TL-C	N	N	OL	Hoover Dike RD Overbuild	2 2	16+15.00	15+75.00	40	7.25	32.22	2.51	1.50	155.80	155				
	8/23/2023	Night	1	1	1-2	SP TL-C	N	N	OL	Hoover Dike RD Overbuild	2 2	14+34.00	11+10.00	324	7.25	261.00	20.34	1.50	155.86	155				
	8/23/2023	Night	1	1	2-5	SP TL-C	N	N	R1	Herbert Hoover Dike RD	1 2	37+15.00	31+85.00	530	11.58	681.93	57.00	1.50	167.17	155				
	8/23/2023	Night	1	1	5-6	SP TL-C	N	N	R1	Hoover Dike RD	1 2	16+75.00	15+75.00	100	20.91	232.34	19.50	1.50	167.86	155				
	8/23/2023	Night	1	1	6-8	SP TL-C	N	N	L1	Herbert Hoover Dike RD Overbuild	1 2	37+42.00	31+20.00	622	10.58	731.20	39.00	1.00	106.67	103				
	8/23/2023	Night	1	1	8	SP TL-C	N	N	R1	Herbert Hoover Dike RD	1 2	31+16.00	31+85.00	69	10.10	77.43	6.50	1.50	167.89	155				
	8/23/2023	Night	1	1	8-9	SP TL-C	N	N	L1	Hoover Dike RD	1 2	16+75.00	15+75.00	100	18.94	210.49	17.75	1.50	168.65	155				
	8/23/2023	Night	1	1	9-13	SP TL-C	N	N	R1	Hoover Dike RD	1 2	14+34.00	10+14.00	420	19.11	891.74	84.00	1.50	188.40	155				
	8/23/2023	Night	1	1	13-16	SP TL-C	N	N	L1	Hoover Dike RD	1 2	14+34.00	10+14.00	420	18.41	859.08	81.25	1.50	189.16	155				
	8/23/2023	Night	1	1	16-17	SP TL-C	N	N	L1	Hoover Dike RD Access	1 2	10+00.00	11+83.00	183	14.34	291.57	23.35	1.50	160.17	155				
	8/23/2023	Night	1	1	17-19	SP TL-C	N	N	R1	Hoover Dike RD Access	1 2	10+00.00	12+02.00	202	14.05	315.27	25.25	1.50	160.18	155				
	8/23/2023	Night	1	1	19-20	SP TL-C	N	N	L1	Herbert Hoover Dike RD Overbuild	2 2	37+42.00	31+20.00	622	10.58	731.20	39.28	1.00	107.44	103				
	8/23/2023	Night	1			Waste											3.00							
8/23/2023 TIN: M23517284-000 DAILY TOTALS: 435.88 Total Tons 3.00 Tons Not in Lot 432.88 Net Lot Tons (0.00 tons Require Density 432.88 tons Non-Density)																								
	8/24/2023	Night	1	1	1-4	SP TL-C	N	N	R1	Herbert Hoover Dike RD	2 2	37+42.00	31+14.00	628	11.04	770.24	63.75	1.50	165.53	155				
	8/24/2023	Night	1	2	4-5	SP TL-C	N	N	R1	Hoover Dike RD	2 2	16+75.00	15+75.00	100	21.07	234.12	22.30	1.50	190.50	155				
	8/24/2023	Night	1	2	5	SP TL-C	N	N	L1	Hoover Dike RD	2 2	16+75.00	15+75.00	100	18.78	208.71	19.95	1.50	191.17	155				
	8/24/2023	Night	1	2	5-9	SP TL-C	N	N	R1	Hoover Dike RD	2 2	14+34.00	10+14.00	420	18.95	884.27	89.50	1.50	202.43	155				
	8/24/2023	Night	1	2	9-13	SP TL-C	N	N	L1	Hoover Dike RD	2 2	14+34.00	10+14.00	420	18.57	866.55	87.50	1.50	201.95	155				
	8/24/2023	Night	1	2	13-15	Misc			L1	Herbert Hoover Dike RD Guard	2 2	37+15.00	32+15.00	500	5.36	297.78	35.51	2.00	238.50	200				
	8/24/2023	Night	1			Waste											9.00							
8/24/2023 TIN: M23517284-000 DAILY TOTALS: 327.51 Total Tons 44.51 Tons Not in Lot 283.00 Net Lot Tons (0.00 tons Require Density 283.00 tons Non-Density)																								
	9/22/2023	Day	1	2	1-2	SP TL-C	Y	N	L1	Hoover Dike RD	2 2	10+02.00	9+88.00	14	170.00	264.44	22.50	1.50	170.17	155				
	9/22/2023	Day	1	2	2-3	SP TL-C	Y	N	R1	Hoover Dike RD	2 2	10+02.00	10+16.00	14	170.00	264.44	21.50	1.50	162.61	155				
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	OR	Bike Lane Overbuild	1 1	9+73.00	10+83.00	110	4.00	48.89	2.20		90.00					
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	OR	Bike Lane Overbuild	1 1	9+73.00	10+83.00	110	4.00	48.89	2.20		90.00					
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	OR	Bike Lane Overbuild	1 1	9+73.00	10+83.00	110	4.00	48.89	2.20		90.00					
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	OR	Hoover Dike Bike Lane	1 2	9+73.00	10+83.00	110	4.00	48.89	3.80	1.50	155.45	155				
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	OR	Hoover Dike Bike Lane	2 2	9+73.00	10+83.00	110	4.00	48.89	3.75	1.50	153.41	155				
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	L1	Hoover Dike Repair	1 2	10+02.00	9+88.00	14	21.00	32.67	2.60	1.50	159.17	155				
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	L1	Hoover Dike Repair	2 2	10+02.00	9+88.00	14	21.00	32.67	2.60	1.50	159.17	155				
	9/22/2023	Day	1	2	3	SP TL-C	Y	N	OL	Hoover Dike Shoulder	1 1	9+89.00	9+88.00	1	170.00	18.89	1.50	1.50	158.81	155				
9/22/2023 TIN: Z56500097-000 DAILY TOTALS: 64.85 Total Tons 0.00 Tons Not in Lot 64.85 Net Lot Tons (64.85 tons Require Density 0.00 tons Non-Density)																								

Bike Lane
14.15

Exhibit A to Change Order No. 8

DENSITY REQUIRED: 64.85 tons
 NON DENSITY REQUIRED: 715.88 tons
 TOTAL TONS IN LOT: 780.73 tons

Intended Use	Pay Item #	Previous LOTS' Quantities (tons)	Current LOT Quantities (tons)	Cumulative LOT Quantities (tons)	Previous LOTS' Area (SY) <small>Vol. (CY) for ATPB</small>	Current LOT Area (SY) <small>Vol. (CY) for ATPB</small>	Cumulative LOT Area (SY) <small>Vol. (CY) for ATPB</small>	printed items
SP TL-C	334 1 13	0.00	780.73	780.73	0.00	9,357.20	9,357.20	
FC-12.5 TL-C 76-22	337 7 83	0.00	0.00	0.00	0.00	0.00	0.00	
Misc.	339 1	0.00	35.51	35.51	0.00	297.78	297.78	
Waste		0.00	12.00	12.00	0.00	0.00	0.00	

Exhibit A to Change Order No. 8

State of Florida Department of Transportation
Asphalt Roadway - Daily Report of Quality Control (Tack Page)

075-030-20A
CONSTRUCTION
02/03/2021

Project ID (FIN & Contract #):	445843-1-54-01 (G1L001)
Contractor:	ZEP

LOT #	1
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Date Tacked	Day or Night	Clear ID	TIN	Grade	FDOT Calibration Tank #	Beginning Reading (inches)	Beginning Volume (Gallons)	Ending Reading (inches)	Ending Volume (Gallons)	Time After Unloading	Temperature (°F)	Net Gallons (Hot)	Correction Factor	Gallons Used (@ 60°F)	Cumulative Gallons (@ 60°)	Optional				Area Covered (SY)	Application Rate (Gal/SY)
																Beginning Station	Ending Station	Length	Width		
8/23/2023	Night	1	M23517284-000	NTQS1	1040	26/12	1203	29/1	1079	3:00 PM	170 °F	124	0.00025	121	121				0.0	1858.5	0.065
8/23/2023	Night	1	M23517284-000	NTQS1	1040	29/1	1079	34/10	780	6:30 PM	170 °F	299	0.00025	291	412				0.0	4481.4	0.065
8/24/2023	Night	1	M23517284-000	NTQS1	1040	34/10	780	35/12	720	10:00 AM	170 °F	60	0.00025	58	470				0.0	683.5	0.085

CHANGE ORDER NO. 9

BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 9

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ 1,711.62 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 9

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>08</u> : \$ <u>158,648.08</u>
Contract Price prior to this Change Order: \$ <u>4,310,226.45</u>
Net increase of this Change Order: \$ <u>1,711.62</u>
Contract Price with all approved Change Orders: \$ <u>4,311,938.07</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>08</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>no change</u> Ready for final payment: <u>no change</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 9

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 9

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
9	706-3	Reflective Pavement Markerts Y/Y	EA	37	\$ 5.14	\$ 190.18	
9	0711-11-125	Thermo,Sandard, White, Solid, 24"	LF	7	\$ 8.25	\$ 57.75	
9	0711-14-160	Thermo, Preformed, White,Bike	EA	1	\$ 234.00	\$ 234.00	
9	0711-14-170	Thermo, Preformed, White, Arrow, Bike Thru	EA	1	\$ 234.00	\$ 234.00	
9	0711-16-101	Thermo, Standard, Other Syrface, White 6"	GM	0.055	\$ 8,366.00	\$ 460.13	
9	0711-16-201	Thermo, Standard, Other Surface, Yellow, 6"	GM	0.071	\$ 8,366.00	\$ 593.99	
9	0711-11-141	Thermo, Standard, 2-4 Dotted Guide Lines	GM	-0.017	\$ 3,437.00	\$ (58.43)	
					Total =	\$ 1,711.62	

Exhibit A to Change Order No. 9

C.O. #9

Work directed by EOR

Price proposal not submitted

Scope:

1. Additional pavement markings due to EOR additions or bid quantity error

Pay Item			Unit Price	Total	Notes	PAYMENT
REFLECTIVE PAVEMENT MARKERS Y/Y	706-3	37 EA	\$5.14	\$190.18		Contract - Quantity Overrun
THERMO,STD,WHT,SOLID, 24"	711-11-125	7 LF	\$8.25	\$57.75		Contract - Quantity Overrun
THERMO, PREF, WHITE, BIKE	711-14-160	1 EA	\$234.00	\$234.00		Contract - Quantity Overrun
THERMO, PREF, WHITE, ARROW, BIKE THRU	711-14-170	1 EA	\$234.00	\$234.00		Contract - Quantity Overrun
THERMO, STD,OTHER SURF,WHITE,6"	711-16-101	0.055 GM	\$8,366.00	\$460.13		Contract - Quantity Overrun
THERMO, STD,OTHER SURF,YELLOW,6"	711-16-201	0.071 GM	\$8,366.00	\$593.99		Contract - Quantity Overrun
THERMO,STD,WHT,2-4 DOTTED GUIDELINE	711-11-141	-0.017 GM	\$3,437.00	<u>-\$58.43</u>		Contract - Quantity Reduction
				<u>\$1,770.05</u>		

Exhibit A to Change Order No. 9



INVOICE

TO: RIDGEDILL
PO BOX 447
CLEWISTON, FL 33440

INVOICE DATE: 14-Nov-23

INVOICE NO.: R239009-01

PAVEMENT MARKINGS

C-21 CANAL BRIDGE

WORK OF: 9/24/23-10/23/23

ITEM CODE	ITEM DESCRIPTION	QUANTITY COMPLETED	PREVIOUSLY BILLED	QUANTITY DUE	UNIT PRICE	DUE THIS PERIOD
101 1	MOBILIZATION	1		1	1,000 \$	
706 3	REFLECTIVE PAVEMENT MARKERS (V/V)	157		157	157,000 \$	
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	113		113	113,000 \$	
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	67		67	67,000 \$	
711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDLINE	0.084	under	0.084	0.064 \$	
711 11 160	THERMOPLASTIC, STANDARD, MESSAGE OR SYMBOL (ONLY)	2		2	2,000 \$	
711 11 170	THERMOPLASTIC, STANDARD, ARROWS (LEFT/RIGHT)	2		2	2,000 \$	
711 14 160	THERMOPLASTIC, PREFORMED, WHITE MESSAGE OR SYMBOL (BIKE)	7		7	7,000 \$	
711 14 170	THERMOPLASTIC, PREFORMED, WHITE ARROW (BIKE THRU)	7		7	7,000 \$	
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.655		0.655	0.655 \$	
711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.521		0.521	0.521 \$	

Please Pay From This Invoice

TOTAL CONT

Phone: 239 368-5200 • Fax: 239 368-7095
508 Owen Ave. North • Lehigh Acres, FL 33971
An Equal Opportunity Employer.

Doug Hendrickson

From: Tammy Waddell <Tammy@ridgdillconstruction.com>
Sent: Wednesday, November 15, 2023 3:04 PM
To: Doug Hendrickson
Subject: striping
Attachments: 20231115150005546.pdf

Doug,

Attached are quantities for striping on the C-21 project. Some of these quantities were for the bike lane change order. I don't believe we included striping in the change order.

Please advise.

Tammy

CHANGE ORDER NO. 10
BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. 10

DATE OF ISSUANCE January 23, 2024

EFFECTIVE DATE January 23, 2024

OWNER City of Clewiston

CONTRACTOR Zep Construction, Inc.

Contract

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 \$ (43,812.48) to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 10

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>09</u> : \$ <u>160,359.70</u>
Contract Price prior to this Change Order: \$ <u>4,311,938.07</u>
Net increase (decrease) of this Change Order: \$ <u>(43,812.48)</u>
Contract Price with all approved Change Orders: \$ <u>4,268,125.59</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>09</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>no change</u> Ready for final payment: <u>no change</u> (days)
Contract Times with all approved Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</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)
Randy Martin, City Manager

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

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 10

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 10

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
10	0455-34-3	18" SQUARE x 105'-0" MINIMUM (ABUTMENT)	LF	-180	\$ 126.00	\$ (22,680.00)	
10	1050-31-104	4" Conduit9Bridge Deck)	Lf	-564	\$ 25.00	\$ (14,100.00)	
10	0630-2-15	Conduit, F&I, Bridge Mount	LF	-147	\$ 47.84	\$ (7,032.48)	
					Total =	\$ (43,812.48)	

Exhibit A to Change Order No. 10

C.O. #10

Unused Plan Quantities

Scope:

1. Unused plan quantities

	Pay Item		Unit Price	Total	Notes	PAYMENT
18" SQUARE CONCRETE PILINGS	455-34-3	-180 LF	\$126.00	-\$22,680.00		Contract - Quantity Underrun
4" PVC CONDUIT	1050-31-104	-564 LF	\$25.00	-\$14,100.00		Contract - Quantity Underrun
CONDUIT,F&I,BRIDGE MOUNT	630-2-15	-147 LF	\$47.84	-\$7,032.63		Contract - Quantity Underrun
				<u>-\$43,812.63</u>		

Change Order Needed for: **-\$43,812.63**

Exhibit A to Change Order No. 10

Activity ID	ACTIVITY DESCRIPTION	UNIT	CONTRACT			INSTALLED QUANTITIES			INSTALLED AMOUNTS			MATERIALS STORED (NAC With Installed Amounts)	TOTAL COMPLETED & STORED TO DATE	PERCENT (%) COMPLETE	BALANCE TO FINISH	RETAINAGE 10.00%	
			QUANTITY	UNIT PRICE	TOTAL	PREVIOUS ESTIMATE	THIS ESTIMATE	TOTAL TO DATE	PREVIOUS ESTIMATE	THIS ESTIMATE	TOTAL TO DATE						
515 4 1	ALUMINUM BULLET RAILINGS	LF	1,008	\$40.10	\$40,468.80	1008	0.000	1008.000	40,468.80	0.00	40,468.80		40,468.80	100.00%	\$0.00	\$4,848.88	
400 2 4	CLASS II (BRIDGE DECK) CONCRETE FOR BRIDGE DECK INCLUDING T	CY	108.1	\$1,282.00	\$138,584.20	108.1	0.000	108.100	138,584.20	0.00	138,584.20	0.00	138,584.20	100.00%	\$0.00	\$13,858.42	
415 1 4	REINFORCING STEEL FOR BRIDGE DECK INCLUDING THICKENED SLAB END	LBS	33,110.30	\$1.25	\$41,387.88	12572.344	0.000	12572.344	15,715.43	0.00	15,715.43	25,672.45	41,387.88	100.00%	\$0.00	\$4,138.79	
400 147	COMPOSITE NEOPRENE BEARING PADS	CF	3.95	\$2,415.00	\$9,539.25	3.95	0.000	3.950	9,539.25	0.00	9,539.25		9,539.25	100.00%	\$0.00	\$953.93	
458-1-11	BRIDGE DECK EXPANSION JOINT - NEW CONSTRUCTION - F&I POURED JOINT WITH BACKER ROD	LF	96	\$85.00	\$8,160.00												
SUBSTRUCTURE																	
400-4-5	CONCRETE CLASS IV BRIDGE SUBSTRUCTURE	CY	54	\$1,249.00	\$67,446.00	54	0.000	54.0000	67,446.00	0.00	67,446.00		67,446.00	100.00%	\$0.00	\$6,744.60	
415 1 5	REINFORCING STEEL	LBS	10,314.10	\$1.50	\$15,471.15	10314.1	0.000	10314.1000	15,471.15	0.00	15,471.15	0.00	15,471.15	100.00%	\$0.00	\$1,547.12	
ABUTMENT																	
455 143 3	18" SQUARE X 95'-0" MINIMUM (TEST PILE - ABUTMENT)	LF	240	\$231.00	\$55,440.00	240.00	0.000	240.0000	55,440.00	0.00	55,440.00		55,440.00	100.00%	\$0.00	\$5,544.00	
455 34 3	18" SQUARE X 80'-0" MINIMUM (ABUTMENT)	LF	1,260	\$126.00	\$158,760.00	1080	0.000	1080.0000	136,080.00	0.00	136,080.00	0.00	136,080.00	85.71%	\$22,680.00	\$13,608.00	
SIDEWALK																	
400 2 10	CLASS II CONCRETE	CY	27.8	\$520.00	\$14,456.00	27.8	0.000	27.8000	14,456.00	0.00	14,456.00		14,456.00	100.00%	\$0.00	\$1,445.60	
415 1 4	REINFORCING STEEL	LBS	1,996.60	\$1.35	\$2,695.41	829.7259	0.0000	829.7259	1,120.13	0.00	1,120.13	1,575.28	2,695.41	100.00%	\$0.00	\$269.54	
APPROACH SLAB																	
400 2 10	CLASS II CONCRETE	CY	124	\$744.00	\$92,256.00	124	0.000	124.0000	92,256.00	0.00	92,256.00	0.00	92,256.00	100.00%	\$0.00	\$9,225.63	
415 1 9	REINFORCING STEEL	LBS	20,934	\$1.25	\$26,167.50	7465.952	0.000	7465.9520	9,332.44	0.00	9,332.44	16,835.06	26,167.60	100.00%	\$0.00	\$2,616.75	
1050 31 104	4" PVC CONDUIT	LF	564	\$25.00	\$14,100.00												
530 3 4	RIPRAP - ROCK RUBBLE	TN	844.63	\$90.00	\$76,016.70	969.46	0.000	969.4603	87,251.40	0.00	87,251.40		87,251.40	114.78%	-\$11,234.70	\$8,725.14	
530 74	BEDDING STONE	TN	281.54	\$96.00	\$27,027.84	107.34	0.000	107.3400	10,304.64	0.00	10,304.64		10,304.64	38.13%	\$16,723.20	\$1,030.48	
400 7	BR DGE FLOOR GROOVING	SY	336	\$13.00	\$4,394.00	336	0.000	336.0000	4,394.00	0.00	4,394.00		4,394.00	100.00%	\$0.00	\$439.40	
ROADWAY																	
548 12	RETAINING WALL SYSTEM, PERMANENT (MSE WALL)	SF	14,358.90	\$45.25	\$649,740.23	10240.524600	0.0000	10240.525	463,383.74	0.00	463,383.74	208,340.30	671,724.04	103.38%	-\$21,983.81	\$67,172.40	
120 6	EMBANKMENT	CY	3,224.70	\$28.00	\$90,291.60	3224.7	0.000	3224.700	90,291.60	0.00	90,291.60		90,291.60	100.00%	\$0.00	\$9,029.16	
120 1	EXCAVATION	CY	3,354.90	\$8.50	\$28,516.65	3354.9	0.000	3354.900	28,516.65	0.00	28,516.65		28,516.65	100.00%	\$0.00	\$2,851.67	
521 8 3	CONCRETE TRAFFIC RAILING BARRIER WITH JUNCTION SLAB, 32" VER	LF	393	\$378.00	\$148,554.00	352.2047	0.000000	352.205	133,133.38	0.00	133,133.38	15,420.62	148,554.00	100.00%	\$0.00	\$14,855.40	
521 8 7	CONCRETE TRAFFIC RAILING BARRIER WITH JUNCTION SLAB, 36" SIN	LF	363	\$346.00	\$125,598.00	315.252514	0.000000	315.253	109,077.37	0.00	109,077.37	16,520.63	125,598.00	100.00%	\$0.00	\$12,559.80	
630 2 16	CONDUIT, EMBEDDED	LF	1,512	\$12.00	\$18,144.00	1512	0.000	1512.000	18,144.00	0.00	18,144.00	0.00	18,144.00	100.00%	\$0.00	\$1,814.40	
635 3 13	JUNCTION BOX, EMBEDDED	EA	5	\$156.00	\$780.00	5	0.000	5.000	780.00	0.00	780.00	0.00	780.00	100.00%	\$0.00	\$78.00	
Structures Work Total:					\$2,346,450.10				1,995,805.91	4,736.34	2,000,604.25	288,690.35	2,290,494.60		\$55,955.50	\$229,049.46	
Lighting																	
530 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	480	\$20.35	\$9,768.00		200.000	200.000	0.00	4,070.00	4,070.00	0.00	4,070.00	41.67%	\$5,698.00	\$407.00	
630 2 15	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	LF	147	\$47.81	\$7,028.07												
635 2 11A	PULL & SPREAD BOX, F&I, 17" X 30" COVER SIZE	EA	7	\$1,435.00	\$10,045.00		3.000	3.000	0.00	4,305.00	4,305.00	0.00	4,305.00	42.86%	\$5,740.00	\$430.50	
639 1 112	ELECTRICAL POWER SERVICE, F&I UNDERGROUND, METER PURCHASED BY CONTRACTOR FROM POWER COMPANY	AS	1	\$1,614.00	\$1,614.00		0.000	0.250	403.50	0.00	403.50	0.00	403.50	25.00%	\$1,210.50	\$40.35	
639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	100	\$21.52	\$2,152.00												
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	1	\$5,259.00	\$5,259.00		0.8	0.200	1.000	4,207.20	1,051.80	5,259.00	0.00	5,259.00	100.00%	\$0.00	\$525.90
715 1 12	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 6-6 (NO. 6)	LF	2041	\$10.17	\$20,756.67	1837.000	0.000	1837.000	0.00	18,682.29	18,682.29	0.00	18,682.29	90.60%	\$2,074.68	\$1,868.23	
715 4 11	LIGHT POLE COMPLETE, FURNISH & INSTALL STANDARD POLE	EA	6	\$15,536.00	\$93,226.00		0.000	2.372	36,856.14	0.00	36,856.14	50,686.53	87,542.67	93.90%	\$5,685.33	\$6,754.27	
715 7 11	STANDARD FOUNDATION, 30" MOUNTING HEIGHT	EA	1	\$4,064.00	\$4,064.00		2.372	0.750	2,032.00	1,016.00	3,048.00	0.00	3,048.00	75.00%	\$1,016.00	\$304.80	
715 500 1	LOAD CENTER, F&I, SECONDARY VOLTAGE	EA	1	\$419.00	\$419.00		0.5	0.250	0.750	2,262.60	2,262.60	0.00	2,262.60	90.00%	\$251.40	\$226.26	
POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL			EA	6	\$419.00	\$2,514.00		5.400	5.400	0.00							
Lighting Total:					\$156,429.04				43,498.84	31,397.09	74,898.53	\$50,666.53	125,573.06		21,675.91	\$12,557.31	
Change Order Work																	
CO#1	Added MSE Panels w/ Bass Deco																
	Special Form Liner	LS	1	\$19,364.00	\$19,364.00	1.00	0.00	1.00	19,364.00	0.00	19,364.00		19,364.00	100.00%	\$0.00	\$1,936.40	
	Added Panel Casting Charge	SF	1000	\$0.63	\$630.00	1.00	999.00	1,000.00	0.63	529.37	630.00		630.00	100.00%	\$0.00	\$63.00	
	Coordination & Bond	LS	1	\$2,285.00	\$2,285.00	1.00	0.00	1.00	2,285.00	0.00	2,285.00		2,285.00	100.00%	\$0.00	\$228.50	
	Design Fee	HRS	11	\$176.25	\$1,938.75	11.00	0.00	11.00	1,938.75	0.00	1,938.75		1,938.75	100.00%	\$0.00	\$193.88	
CO#2	Added Cost Due to Not Crossing S-169																
	Embankment - Load & Hoist Across Canal	LS	1	\$56,510.00	\$56,510.00	1.00	0.00	1.00	56,510.00	0.00	56,510.00		56,510.00	100.00%	\$0.00	\$5,651.00	
	Msa Wall Materials - Load & Hoist Across Canal	LS	1	\$15,138.00	\$15,138.00	1.00	0.00	1.00	15,138.00	0.00	15,138.00		15,138.00	100.00%	\$0.00	\$1,513.80	
	Riprap - Hoist Across Canal	LS	1	\$2,550.00	\$2,550.00	1.00	0.00	1.00	2,550.00	0.00	2,550.00		2,550.00	100.00%	\$0.00	\$255.00	
	Excavated Material - Load & Hoist Across Canal	LS	1	\$7,700.00	\$7,700.00	1.00	0.00	1.00	7,700.00	0.00	7,700.00		7,700.00	100.00%	\$0.00	\$770.00	
	Stabilizer & Limerock - Added Costs to Dump & Spread	LS	1	\$2,676.00	\$2,676.00	1.00	0.00	1.00	2,676.00	0.00	2,676.00		2,676.00	100.00%	\$0.00	\$267.60	
CO#3	Added Sign Lighting Conduit																
	Added Conduit for Future Sign Lighting	LS	1	\$3,861.00	\$3,861.00	0.00	0.75	0.75	0.00	2,895.75	2,895.75		2,895.75	75.00%	\$965.25	\$289.58	
CO#4	Added Sidewalk, Aluminum Railing & Footing																

CHANGE ORDER NO. 11
BRIDGE OVER C-21 CANAL

CHANGE ORDER

No. **11**DATE OF ISSUANCE January 31, 2024EFFECTIVE DATE January 31, 2024OWNER City of ClewistonCONTRACTOR Zep Construction, Inc.

Contract _____

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 \$ \$3,987.56 to contract.

Reason for Change Order: Fees originally approved have been spent on items requested though the manager. See Exhibit A for the anticipated items.

Attachment(s): Exhibit A to Change Order No. 11

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>4,151,578.37</u>	Original Contract Times: Substantial Completion: <u>481</u> Ready for final payment: <u>511</u> (days or dates)
Net Increase from previous Change Orders No. <u>01</u> to <u>10</u> : \$ <u>116,547.22</u>	Net Change from Previous Change Order No. <u>01</u> to No. <u>10</u> : Substantial Completion: <u>90</u> Ready for final payment: <u>90</u> (days)
Contract Price prior to this Change Order: \$ <u>4,268,125.59</u>	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) of this Change Order: \$ <u>3,987.56</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>no change</u> Ready for final payment: <u>no change</u> (days)
Contract Price with all approved Change Orders: \$ <u>4,272,113.15</u>	Contract Times with all approved Change Order: Substantial Completion: <u>571</u> Ready for final payment: <u>601</u> (days or dates)

RECOMMENDED:
ZEP CONSTRUCTION, INC.APPROVED:
CITY OF CLEWISTONAPPROVED:
CITY OF CLEWISTONBy: _____
CONTRACTOR
(Authorized Signature)
Doug Hendrickson, Engineer/EstimatorBy: _____
OWNER
(Authorized Signature)
Randy Martin, City ManagerBy: _____
OWNER
(Authorized Signature)
James Pittman, City Mayor

Date: _____

Date: _____

Date: _____

Exhibit A to Change Order No. 11

Contract No. G1L00
 FIN No. 445843-1-54-01
 Change Order No. 11

FENCE & GATE REMOVAL

CO No.	Pay Item #	Description	Unit	Over/Under Qty	Unit Price	Total Amount	Added Time Day(s)
11	999-3	Labor	LS	1	\$ 2,294.93	\$ 2,294.93	
11	999-3	Construction Manager	LS	1	\$ 240.90	\$ 240.90	
11	999-3	Equipment	LS	1	\$ 260.15	\$ 260.15	
11	999-3	Perdim	LS	1	\$ 254.25	\$ 254.25	
11	999-3	Mark up 17.5%	LS	1	\$ 533.79	\$ 533.79	
11	999-3	Profit & Overhead 10.11 %	LS	1	\$ 403.54	\$ 403.54	
					Total =	\$ 3,987.56	

Proposal

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

Project: C-21 CANAL EXTRA
Description: Sidewalk & Aluminum Rail
Additions - Revisions

ITEM / DESCRIPTION	BID QTY	U/M	UNIT BID	AMOUNT
9999-1 REMOVE FENCE & GATE	1.000	LS	3,987.56	\$3,987.56

TOTAL BID: \$3,987.56

Signature: _____

1/15/24

1/15/2024 9:59:26 AM

JOB TOTALS

Page:1

PROJECT : C-21 CANAL EXTRA

Description Sidewalk & Aluminum Rail Additions -
Revisions
Bid Date September 13, 2023
Revised
Location Hendry County
Contract #

	<u>MARKUP %</u>	<u>MARKUP AMT</u>	<u>TOTAL</u>	
LABOR	17.50%	443.77	2,535.82	63.59%
EQUIPMENT	17.50%	101.18	578.15	14.50%
RENTAL EQ	17.50%	0.00	0.00	0.00%
MATERIAL	17.50%	0.00	0.00	0.00%
SUBCONTRACT	10.00%	0.00	0.00	0.00%
OTHER	17.50%	44.49	254.25	6.38%
TOTAL DIRECT COSTS:			3,368.22	84.47%
PROJECT OVERHEAD TABLE	0.00%	0.00	0.00	0.00%
PROJECT OVERHEAD	0.00%		0.00	0.00%
TOTAL JOB COSTS:			3,368.22	84.47%
TOTAL DIRECT COSTS MARKUP AMT			589.44	14.78%
CORPORATE OVERHEAD	0.00%		0.00	0.00%
NET PROFIT	0.00%		0.00	0.00%
SUBTOTAL:			3,957.66	99.25%
TAXES - ADD ON - DEDUCT	0.00%		0.00	0.00%
BOND COSTS FROM TABLE (Y/N)	Yes		29.91	0.75%
TOTAL MARKUP SPREAD TO ITEMS:			619.35	15.53%
BALANCED BID:			3,987.56	100.00%
ACTUAL BID:			3,987.56	
UNBALANCED AMT:			-0.00	
ACTUAL MARGIN:			619.34	
PROPOSED MARGIN:			619.35	
UNIT MARK-UP ON TOTAL DIRECT COSTS	:		0.1839	
UNIT MARK-UP ON TOTAL JOB COSTS	:		0.1839	
MARK-UP ON SALES	:		0.1553	

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 1/15/2024 9:59:18 AM

ITEM : 9999-1
DESCRIPTION : REMOVE FENCE & GATE

COST CODE :
PRODUCTION : Days
HRS/DAY : 10

U/M : LS
BID QTY : 1.00
TO QTY : 1.00
TOTAL MHS : 64.000
MHS / UNIT : 64.0000
UNITS / MH : 0.0156

Item Production

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>U/M</u>	<u>QTY</u>	<u>UNITS/DAY</u>	<u>DAYS REQD</u>
9999-1	REMOVE FENCE & GATE	LS	1.00	0.00	0.00

Cost Detail for Item 9999-1

<u>C CODE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/M</u>	<u>FACTORS</u>	<u>RATE</u>	<u>COSTS</u>
FRIDAY WORK (1-12-24)						
L 20	superintendant	1.000		0.500	840.950	420.48
L 40	Forman Concrete	1.000		0.500	446.600	223.30
L 92	carpenters Helper	2.000		0.500	319.000	319.00
L 90	General Labor	2.000		0.500	287.100	287.10
E 95	Pick ups	2.000		0.500	84.000	84.00
E 96	Cell phone	1.000		0.500	30.000	15.00
E 99	Small tools	0.500		0.500	60.000	15.00
E 92	Generator	1.000		0.500	34.000	17.00
O WRITEIN	PERDIEM	5.000	MAND	0.500	45.000	112.50

SATURDAY WORK (1-13-24)

L 40	Forman Concrete	1.000		0.630	446.600	281.36
L 90	General Labor	2.000		0.630	287.100	361.75
L 92	carpenters Helper	2.000		0.630	319.000	401.94
E 76	Escavator Smal (Hyunday 1	1.000		1.000	318.000	318.00
E 92	Generator	1.000		0.630	34.000	21.42
E 95	Pick ups	1.500		0.630	84.000	79.38
E 96	Cell phone	0.500		0.630	30.000	9.45
E 99	Small tools	0.500		0.630	60.000	18.90
O WRITEIN	PERDIEM	5.000	MAND	0.630	45.000	141.75
L 10	Construction Manager	1.000		0.250	963.600	240.90

Item Unit Cost : 3,368.22

Item Total Cost : 3,368.22

	<u>Labor</u>	<u>Equipment</u>	<u>Rental Eq</u>	<u>Material</u>	<u>Subcontract</u>	<u>Other</u>
Total :	2,535.82	578.15	0.00	0.00	0.00	254.25
Unit :	2,535.82	578.15	0.00	0.00	0.00	254.25

PROJECT :
C-21 CANAL EXTRA

ITEM SHEET COSTS
AS SHOWN

Date : 1/15/2024 9:59:18 AM

Bid Data for Item: 9999-1

	<u>Quantity</u>	<u>Bid Unit</u>	<u>Bid Amt.</u>	<u>Total Cost</u>	<u>Prof & Ovhd</u>	<u>Windfall</u>
Bid Qty.	1.00	3,987.56	3,987.56	3,368.22	619.34	
Takeoff Qty.	1.00	3,987.56	3,987.56	3,368.22	619.34	0.00

**CITY OF CLEWISTON
COMMISSION MEETING
AS OF FEBRUARY 19, 2024**

#	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		(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 FEBRUARY 19, 2024**

#	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		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 FEBRUARY 19, 2024**

#	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 FEBRUARY 19, 2024**

#	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: 01/31/2024

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	162,643.10	1,807,844.40	-416,097.60	81.29 %
Category: 30 - Property taxes Total:	2,223,942.00	2,223,942.00	162,643.10	1,807,844.40	-416,097.60	81.29 %
Category: 31 - Other taxes						
	2,277,422.00	2,277,422.00	146,969.16	540,143.20	-1,737,278.80	23.72 %
Category: 31 - Other taxes Total:	2,277,422.00	2,277,422.00	146,969.16	540,143.20	-1,737,278.80	23.72 %
Category: 32 - Licenses and Permits						
	478,429.00	478,429.00	36,506.51	298,494.09	-179,934.91	62.39 %
Category: 32 - Licenses and Permits Total:	478,429.00	478,429.00	36,506.51	298,494.09	-179,934.91	62.39 %
Category: 33 - Intergovernmental Revenue						
	2,732,996.00	2,732,996.00	55,582.99	1,757,994.66	-975,001.34	64.32 %
Category: 33 - Intergovernmental Revenue Total:	2,732,996.00	2,732,996.00	55,582.99	1,757,994.66	-975,001.34	64.32 %
Category: 34 - Charges for Services						
	1,557,381.00	1,557,381.00	122,415.79	500,075.46	-1,057,305.54	32.11 %
Category: 34 - Charges for Services Total:	1,557,381.00	1,557,381.00	122,415.79	500,075.46	-1,057,305.54	32.11 %
Category: 35 - Fines and Forfeitures						
	21,900.00	21,900.00	2,267.01	6,808.60	-15,091.40	31.09 %
Category: 35 - Fines and Forfeitures Total:	21,900.00	21,900.00	2,267.01	6,808.60	-15,091.40	31.09 %
Category: 36 - Misc. Revenue						
	439,138.00	439,138.00	13,915.98	256,437.63	-182,700.37	58.40 %
Category: 36 - Misc. Revenue Total:	439,138.00	439,138.00	13,915.98	256,437.63	-182,700.37	58.40 %
Category: 38 - Non-operating Sources (Uses)						
	1,219,740.00	1,219,740.00	1,200,000.00	1,200,000.00	-19,740.00	98.38 %
Category: 38 - Non-operating Sources (Uses) Total:	1,219,740.00	1,219,740.00	1,200,000.00	1,200,000.00	-19,740.00	98.38 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in						
	1,618,392.00	1,618,392.00	134,866.00	539,464.00	-1,078,928.00	33.33 %
Category: 39 - OTHER SOURCES (USES) - Operating Transfers in Total:	1,618,392.00	1,618,392.00	134,866.00	539,464.00	-1,078,928.00	33.33 %
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	1,875,166.54	6,907,262.04	-9,596,071.96	41.85 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Department...	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	9,345.24	52,398.62	263,605.38	16.58 %
1012 - City Manager	357,607.00	357,607.00	29,203.25	120,913.68	236,693.32	33.81 %
1020 - General Government	3,753,550.00	3,753,550.00	15,550.01	122,864.60	3,630,685.40	3.27 %
1031 - Finance Department	423,299.00	423,299.00	24,482.94	109,283.52	314,015.48	25.82 %
7070 - Public Works Administration	368,643.00	368,643.00	24,686.76	104,404.51	264,238.49	28.32 %
7071 - Central Garage	185,808.00	185,808.00	9,181.20	36,116.68	149,691.32	19.44 %
7077 - Stormwater Projects	35,000.00	35,000.00	0.00	15,612.00	19,388.00	44.61 %
Category: 10 - General government Total:	5,439,911.00	5,439,911.00	112,449.40	561,593.61	4,878,317.39	10.32 %
Category: 52 - Public safety						
1075 - Protective Services	303,641.00	303,641.00	14,425.74	77,826.84	225,814.16	25.63 %
1079 - Community Improvement	157,087.00	157,087.00	4,950.62	16,557.03	140,529.97	10.54 %
4040 - Police Department	2,638,923.00	2,638,923.00	166,298.05	813,211.03	1,825,711.97	30.82 %
4050 - Mobile Computing Initiative	0.00	0.00	0.00	35.80	-35.80	0.00 %
4057 - JAG 2017-DJ-BX-0575	0.00	0.00	0.00	6.36	-6.36	0.00 %
5050 - Fire Department	947,533.00	947,533.00	57,746.61	212,927.72	734,605.28	22.47 %
Category: 52 - Public safety Total:	4,047,184.00	4,047,184.00	243,421.02	1,120,564.78	2,926,619.22	27.69 %
Category: 54 - Transportation						
4074 - Animal Control	0.00	0.00	75.00	75.00	-75.00	0.00 %
7070 - Public Works Administration	0.00	0.00	27.94	27.94	-27.94	0.00 %
7073 - Streets & Sidewalks	1,262,788.00	1,262,788.00	26,692.18	190,986.14	1,071,801.86	15.12 %
7074 - FDOT Projects	0.00	0.00	30,492.24	660,894.29	-660,894.29	0.00 %
7075 - Community Landscaping Improvements	0.00	0.00	5.38	5.38	-5.38	0.00 %
7078 - Street Lighting	96,300.00	96,300.00	4,833.32	10,029.21	86,270.79	10.41 %
7079 - Federal - HUD Project	0.00	0.00	12,327.50	16,640.00	-16,640.00	0.00 %
Category: 54 - Transportation Total:	1,359,088.00	1,359,088.00	74,453.56	878,657.96	480,430.04	64.65 %
Category: 55 - Physical Environment						
7076 - Mosquito Control	389,546.00	389,546.00	31,117.91	98,865.24	290,680.76	25.38 %
Category: 55 - Physical Environment Total:	389,546.00	389,546.00	31,117.91	98,865.24	290,680.76	25.38 %
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	21,907.20	104,939.86	773,970.14	11.94 %
8080 - Rec. - Admin. & Parks	447,578.00	447,578.00	24,269.13	144,022.53	303,555.47	32.18 %
8081 - Rec. - Buildings & Structures	281,534.00	281,534.00	5,246.94	43,408.50	238,125.50	15.42 %
8082 - Sugarland Sports Complex	334,361.00	334,361.00	10,279.16	62,852.88	271,508.12	18.80 %
8083 - C. S. Mott Pool & Splash Pad	114,586.00	114,586.00	248.97	59,919.79	54,666.21	52.29 %
8084 - John Boy Auditorium	146,792.00	146,792.00	4,103.13	24,791.09	122,000.91	16.89 %
8086 - Rec. - Golf Course	2,426,231.00	2,426,231.00	652,118.62	1,132,733.11	1,293,497.89	46.69 %
Category: 57 - Culture and recreation Total:	4,629,992.00	4,629,992.00	718,173.15	1,572,667.76	3,057,324.24	33.97 %
Category: 58 - Human Services						
4074 - Animal Control	401,032.00	401,032.00	21,527.89	100,267.52	300,764.48	25.00 %
Category: 58 - Human Services Total:	401,032.00	401,032.00	21,527.89	100,267.52	300,764.48	25.00 %
Category: 88 - Principal Retirement						
1011 - City Commission	3,141.00	3,141.00	253.61	1,014.44	2,126.56	32.30 %
1012 - City Manager	6,282.00	6,282.00	507.21	2,028.84	4,253.16	32.30 %
7073 - Streets & Sidewalks	2,513.00	2,513.00	202.89	811.56	1,701.44	32.29 %
8086 - Rec. - Golf Course	105,358.00	105,358.00	4,108.36	16,433.44	88,924.56	15.60 %
Category: 88 - Principal Retirement Total:	117,294.00	117,294.00	5,072.07	20,288.28	97,005.72	17.30 %
Category: 89 - Interest						
1011 - City Commission	57.00	57.00	12.84	51.36	5.64	90.11 %
1012 - City Manager	114.00	114.00	25.71	102.84	11.16	90.21 %
7073 - Streets & Sidewalks	46.00	46.00	10.28	41.12	4.88	89.39 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	833.12	11,861.88	6.56 %
Category: 89 - Interest Total:	12,912.00	12,912.00	257.11	1,028.44	11,883.56	7.96 %
Expense Total:	16,503,334.00	16,503,334.00	1,206,472.11	4,353,933.59	12,149,400.41	26.38 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	668,694.43	2,553,328.45	2,553,328.45	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	2.11	7.91	-492.09	1.58 %
Category: 36 - Misc. Revenue Total:	500.00	500.00	2.11	7.91	-492.09	1.58 %
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	2.11	7.91	-889,886.09	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Departmen...	Original	Current	Period	Fiscal	Variance	Percent
	Total Budget	Total Budget			Activity	
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	2.11	7.91	7.91	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	483.41	1,912.52	1,412.52	382.50 %
Category: 36 - Misc. Revenue Total:	500.00	500.00	483.41	1,912.52	1,412.52	382.50 %
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	483.41	1,912.52	-365,442.48	0.52 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	Percent Used
					Favorable (Unfavorable)	
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	483.41	1,912.52	1,912.52	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	60.29	273.87	-26.13	91.29 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	60.29	273.87	-26.13	91.29 %
Revenue Total:	289,338.00	289,338.00	60.29	273.87	-289,064.13	0.09 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

		Original	Current	Period	Fiscal	Variance	Percent
Departmen...		Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Used
Expense							
Category: 57 - Culture and recreation							
6061 - Library State Aide		289,338.00	289,338.00	3,475.45	48,418.12	240,919.88	16.73 %
Category: 57 - Culture and recreation Total:		289,338.00	289,338.00	3,475.45	48,418.12	240,919.88	16.73 %
Expense Total:		289,338.00	289,338.00	3,475.45	48,418.12	240,919.88	16.73 %
Fund: 120 - GRANTS Surplus (Deficit):		0.00	0.00	-3,415.16	-48,144.25	-48,144.25	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Department...	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	874,117.21	3,977,632.81	-8,534,777.19	31.79 %
Category: 34 - Charges for Services Total:	12,512,410.00	12,512,410.00	874,117.21	3,977,632.81	-8,534,777.19	31.79 %
Category: 36 - Misc. Revenue						
	128,131.00	128,131.00	15,423.70	56,806.06	-71,324.94	44.33 %
Category: 36 - Misc. Revenue Total:	128,131.00	128,131.00	15,423.70	56,806.06	-71,324.94	44.33 %
Category: 38 - Non-operating Sources (Uses)						
	8,052,067.00	8,052,067.00	5,205.58	20,597.55	-8,031,469.45	0.26 %
Category: 38 - Non-operating Sources (Uses) Total:	8,052,067.00	8,052,067.00	5,205.58	20,597.55	-8,031,469.45	0.26 %
Revenue Total:	20,692,608.00	20,692,608.00	894,746.49	4,055,036.42	-16,637,571.58	19.60 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Department...	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	599,416.35	2,455,190.21	5,808,747.79	29.71 %
Category: 49 - Electricity Purchased Total:	8,263,938.00	8,263,938.00	599,416.35	2,455,190.21	5,808,747.79	29.71 %
Category: 51 - Personal Services						
2009 - Electric Transmission	60,181.00	60,181.00	3,898.70	18,807.22	41,373.78	31.25 %
2010 - Electric Distribution	535,538.00	535,538.00	35,080.09	169,233.72	366,304.28	31.60 %
2015 - Purchasing / Warehouse	52,635.00	52,635.00	4,041.25	17,913.48	34,721.52	34.03 %
2025 - Electric Meter Reading	51,653.00	51,653.00	3,870.92	17,115.78	34,537.22	33.14 %
2030 - Customer Records	505,465.00	505,465.00	34,134.67	153,789.84	351,675.16	30.43 %
Category: 51 - Personal Services Total:	1,205,472.00	1,205,472.00	81,025.63	376,860.04	828,611.96	31.26 %
Category: 53 - Contractual Services						
2010 - Electric Distribution	215,000.00	215,000.00	22,619.56	67,141.51	147,858.49	31.23 %
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	11,343.00	59,013.12	172,492.88	25.49 %
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	33,962.56	130,116.63	374,089.37	25.81 %
Category: 54 - Transportation						
2025 - Electric Meter Reading	4,000.00	4,000.00	37.96	117.68	3,882.32	2.94 %
Category: 54 - Transportation Total:	4,000.00	4,000.00	37.96	117.68	3,882.32	2.94 %
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	5.98	31.21	1,118.79	2.71 %
2010 - Electric Distribution	60,000.00	60,000.00	3,818.45	11,926.20	48,073.80	19.88 %
2015 - Purchasing / Warehouse	3,700.00	3,700.00	198.27	687.17	3,012.83	18.57 %
2025 - Electric Meter Reading	2,850.00	2,850.00	294.89	1,879.86	970.14	65.96 %
2030 - Customer Records	87,500.00	87,500.00	13,348.06	61,520.12	25,979.88	70.31 %
Category: 71 - Operating Expenses Total:	155,200.00	155,200.00	17,665.65	76,044.56	79,155.44	49.00 %
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	323.41	4,644.64	10,855.36	29.97 %
2015 - Purchasing / Warehouse	7,100.00	7,100.00	25.00	178.90	6,921.10	2.52 %
2030 - Customer Records	10,000.00	10,000.00	701.12	3,302.71	6,697.29	33.03 %
2045 - Miscellaneous Expenses	50,000.00	50,000.00	0.00	2,684.84	47,315.16	5.37 %
Category: 72 - Utilities Total:	83,350.00	83,350.00	1,049.53	10,811.45	72,538.55	12.97 %
Category: 73 - Insurance						
2009 - Electric Transmission	7,049.00	7,049.00	587.00	2,348.00	4,701.00	33.31 %
2010 - Electric Distribution	63,468.00	63,468.00	5,289.00	21,156.00	42,312.00	33.33 %
2015 - Purchasing / Warehouse	1,534.00	1,534.00	128.00	512.00	1,022.00	33.38 %
2025 - Electric Meter Reading	4,810.00	4,810.00	401.00	1,604.00	3,206.00	33.35 %
2030 - Customer Records	6,212.00	6,212.00	518.00	2,072.00	4,140.00	33.35 %
Category: 73 - Insurance Total:	83,073.00	83,073.00	6,923.00	27,692.00	55,381.00	33.33 %
Category: 74 - Repairs and maintenance						
2009 - Electric Transmission	60,500.00	60,500.00	178.13	178.13	60,321.87	0.29 %
2010 - Electric Distribution	290,000.00	290,000.00	8,561.75	87,017.56	202,982.44	30.01 %
2015 - Purchasing / Warehouse	15,025.00	15,025.00	3,462.13	7,303.52	7,721.48	48.61 %
2025 - Electric Meter Reading	8,500.00	8,500.00	19.64	19.64	8,480.36	0.23 %
2030 - Customer Records	12,000.00	12,000.00	768.18	2,270.84	9,729.16	18.92 %
Category: 74 - Repairs and maintenance Total:	386,025.00	386,025.00	12,989.83	96,789.69	289,235.31	25.07 %
Category: 76 - Miscellaneous						
2010 - Electric Distribution	12,200.00	12,200.00	99.90	2,604.20	9,595.80	21.35 %
2015 - Purchasing / Warehouse	50.00	50.00	0.00	0.00	50.00	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	1,108.00	34,901.31	15,548.69	69.18 %
2045 - Miscellaneous Expenses	1,500.00	1,500.00	731.49	731.49	768.51	48.77 %
Category: 76 - Miscellaneous Total:	64,300.00	64,300.00	1,939.39	38,237.00	26,063.00	59.47 %
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	5,022.00	5,694.50	-5,694.50	0.00 %
Category: 82 - Construction in progress Total:	0.00	0.00	5,022.00	5,694.50	-5,694.50	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	44,847.43	1,089,402.57	3.95 %
2015 - Purchasing / Warehouse	71,500.00	71,500.00	0.00	0.00	71,500.00	0.00 %
2025 - Electric Meter Reading	0.00	0.00	0.00	1,299.72	-1,299.72	0.00 %
2030 - Customer Records	118,750.00	118,750.00	1,015.02	1,015.02	117,734.98	0.85 %
Category: 91 - Capital outlay Total:	1,489,700.00	1,489,700.00	1,015.02	47,162.17	1,442,537.83	3.17 %
Category: 93 - Operating transfers - out						
2045 - Miscellaneous Expenses	1,084,027.00	1,084,027.00	90,336.00	361,339.00	722,688.00	33.33 %
Category: 93 - Operating transfers - out Total:	1,084,027.00	1,084,027.00	90,336.00	361,339.00	722,688.00	33.33 %
Expense Total:	20,692,608.00	20,692,608.00	851,382.92	3,626,054.93	17,066,553.07	17.52 %
Fund: 410 - ELECTRIC FUND Surplus (Deficit):	0.00	0.00	43,363.57	428,981.49	428,981.49	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 420 - WATER/SEWER FUND						
Revenue						
Category: 32 - Licenses and Permits	81,333.00	81,333.00	4,765.20	10,707.40	-70,625.60	13.16 %
Category: 32 - Licenses and Permits Total:	81,333.00	81,333.00	4,765.20	10,707.40	-70,625.60	13.16 %
Category: 34 - Charges for Services	4,646,817.00	4,646,817.00	354,408.35	1,360,664.46	-3,286,152.54	29.28 %
Category: 34 - Charges for Services Total:	4,646,817.00	4,646,817.00	354,408.35	1,360,664.46	-3,286,152.54	29.28 %
Category: 36 - Misc. Revenue	36,900.00	36,900.00	23,426.30	63,149.00	26,249.00	171.14 %
Category: 36 - Misc. Revenue Total:	36,900.00	36,900.00	23,426.30	63,149.00	26,249.00	171.14 %
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	382,599.85	1,434,520.86	-4,494,529.14	24.19 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	18,809.64	84,368.83	221,661.17	27.57 %
3010 - Trans / Distribution	92,019.00	92,019.00	8,789.60	40,102.05	51,916.95	43.58 %
3025 - Water Meter Reading	52,313.00	52,313.00	3,956.66	17,821.10	34,491.90	34.07 %
3042 - Water / Sewer Administ.	212,047.00	212,047.00	13,060.88	57,729.32	154,317.68	27.22 %
3052 - Sewer Treatment Plant	296,589.00	296,589.00	15,956.12	70,978.82	225,610.18	23.93 %
3062 - Sewer Trans / Collection	153,673.00	153,673.00	14,260.78	66,161.81	87,511.19	43.05 %
Category: 51 - Personal Services Total:	1,112,671.00	1,112,671.00	74,833.68	337,161.93	775,509.07	30.30 %
Category: 53 - Contractual Services						
3005 - Water Treatment Plant	90,000.00	90,000.00	5,145.20	17,265.80	72,734.20	19.18 %
3010 - Trans / Distribution	10,000.00	10,000.00	0.00	2,011.50	7,988.50	20.12 %
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	74,489.81	149,811.19	33.21 %
3052 - Sewer Treatment Plant	295,000.00	295,000.00	3,486.95	88,590.55	206,409.45	30.03 %
3062 - Sewer Trans / Collection	24,000.00	24,000.00	0.00	2,246.09	21,753.91	9.36 %
Category: 53 - Contractual Services Total:	681,801.00	681,801.00	26,148.15	184,603.75	497,197.25	27.08 %
Category: 54 - Transportation						
3012 - Airglades Water Main Extension	0.00	0.00	0.00	33,138.40	-33,138.40	0.00 %
3025 - Water Meter Reading	0.00	0.00	50.92	130.64	-130.64	0.00 %
Category: 54 - Transportation Total:	0.00	0.00	50.92	33,269.04	-33,269.04	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	123,761.00	858,202.00	12.60 %
Category: 59 - Other Uses / Transfers Total:	991,963.00	991,963.00	30,940.00	123,761.00	868,202.00	12.48 %
Category: 71 - Operating Expenses						
3005 - Water Treatment Plant	148,700.00	148,700.00	5,071.47	59,921.64	88,778.36	40.30 %
3010 - Trans / Distribution	19,900.00	19,900.00	4,924.38	10,306.86	9,593.14	51.79 %
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	3,507.61	13,864.12	135.88	99.03 %
3052 - Sewer Treatment Plant	67,500.00	67,500.00	3,723.82	28,464.92	39,035.08	42.17 %
3062 - Sewer Trans / Collection	21,000.00	21,000.00	687.92	3,478.26	17,521.74	16.56 %
Category: 71 - Operating Expenses Total:	272,700.00	272,700.00	17,915.20	116,035.80	156,664.20	42.55 %
Category: 72 - Utilities						
3005 - Water Treatment Plant	402,000.00	402,000.00	86.31	67,810.32	334,189.68	16.87 %
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	223.20	38,190.45	75,309.55	33.65 %
3062 - Sewer Trans / Collection	102,500.00	102,500.00	112.74	17,763.81	84,736.19	17.33 %
Category: 72 - Utilities Total:	618,600.00	618,600.00	422.25	123,764.58	494,835.42	20.01 %
Category: 73 - Insurance						
3005 - Water Treatment Plant	18,354.00	18,354.00	1,530.00	6,120.00	12,234.00	33.34 %
3010 - Trans / Distribution	19,183.00	19,183.00	1,599.00	6,396.00	12,787.00	33.34 %
3025 - Water Meter Reading	1,897.00	1,897.00	158.00	632.00	1,265.00	33.32 %
3052 - Sewer Treatment Plant	15,516.00	15,516.00	1,293.00	5,172.00	10,344.00	33.33 %
3062 - Sewer Trans / Collection	9,506.00	9,506.00	792.00	3,168.00	6,338.00	33.33 %
Category: 73 - Insurance Total:	64,456.00	64,456.00	5,372.00	21,488.00	42,968.00	33.34 %
Category: 74 - Repairs and maintenance						
3005 - Water Treatment Plant	140,927.00	140,927.00	5,067.52	28,987.66	111,939.34	20.57 %
3010 - Trans / Distribution	85,500.00	85,500.00	8,678.11	33,463.40	52,036.60	39.14 %
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	0.00	200.00	0.00 %
3052 - Sewer Treatment Plant	140,000.00	140,000.00	44,127.62	174,875.95	-34,875.95	124.91 %
3062 - Sewer Trans / Collection	180,000.00	180,000.00	22,273.73	97,256.62	82,743.38	54.03 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Department...	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	80,146.98	334,583.63	215,043.37	60.87 %
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	592.72	1,085.65	-835.65	434.26 %
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	592.72	1,185.65	10,264.35	10.36 %
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	0.00	93,969.40	-93,969.40	0.00 %
3052 - Sewer Treatment Plant	26,000.00	26,000.00	0.00	0.00	26,000.00	0.00 %
3066 - Inflow & Infiltration	0.00	0.00	26,932.50	26,932.50	-26,932.50	0.00 %
Category: 82 - Construction in progress Total:	51,000.00	51,000.00	26,932.50	120,901.90	-69,901.90	237.06 %
Category: 88 - Principal Retirement						
3005 - Water Treatment Plant	301,000.00	301,000.00	27,364.00	109,452.00	191,548.00	36.36 %
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	10,675.80	15,643.10	38,112.90	29.10 %
Category: 88 - Principal Retirement Total:	410,631.00	410,631.00	38,039.80	152,934.16	257,696.84	37.24 %
Category: 89 - Interest						
3005 - Water Treatment Plant	463,073.00	463,073.00	42,098.00	168,387.00	294,686.00	36.36 %
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	172,795.99	298,865.01	36.64 %
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 %
3025 - Water Meter Reading	0.00	0.00	0.00	2,582.74	-2,582.74	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	2,582.74	642,401.26	0.40 %
Category: 92 - Capital contributions						
3010 - Trans / Distribution	0.00	0.00	0.00	-3,399.00	3,399.00	0.00 %
3062 - Sewer Trans / Collection	0.00	0.00	0.00	-1,800.00	1,800.00	0.00 %
Category: 92 - Capital contributions Total:	0.00	0.00	0.00	-5,199.00	5,199.00	0.00 %
Expense Total:	5,929,050.00	5,929,050.00	343,492.20	1,719,869.17	4,209,180.83	29.01 %
Fund: 420 - WATER/SEWER FUND Surplus (Deficit):	0.00	0.00	39,107.65	-285,348.31	-285,348.31	0.00 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

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	164,676.67	685,607.00	-1,361,847.00	33.49 %
Category: 34 - Charges for Services Total:	2,047,454.00	2,047,454.00	164,676.67	685,607.00	-1,361,847.00	33.49 %
Category: 36 - Misc. Revenue						
	300.00	300.00	21.02	83.35	-216.65	27.78 %
Category: 36 - Misc. Revenue Total:	300.00	300.00	21.02	83.35	-216.65	27.78 %
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	164,697.69	685,690.35	-1,944,910.65	26.07 %

Budget Report

For Fiscal: 2023 - 2024 Period Ending: 01/31/2024

Department...	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	31,186.12	136,815.20	251,282.80	35.25 %
Category: 51 - Personal Services Total:	388,098.00	388,098.00	31,186.12	136,815.20	251,282.80	35.25 %
Category: 53 - Contractual Services						
7072 - Solid Waste	5,000.00	5,000.00	56.61	227.41	4,772.59	4.55 %
Category: 53 - Contractual Services Total:	5,000.00	5,000.00	56.61	227.41	4,772.59	4.55 %
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	74,551.02	293,136.00	908,514.00	24.39 %
Category: 71 - Operating Expenses Total:	1,201,650.00	1,201,650.00	74,551.02	293,136.00	908,514.00	24.39 %
Category: 88 - Principal Retirement						
7072 - Solid Waste	82,218.00	82,218.00	82,217.32	82,217.32	0.68	100.00 %
Category: 88 - Principal Retirement Total:	82,218.00	82,218.00	82,217.32	82,217.32	0.68	100.00 %
Category: 89 - Interest						
7072 - Solid Waste	38,436.00	38,436.00	38,435.30	38,435.30	0.70	100.00 %
Category: 89 - Interest Total:	38,436.00	38,436.00	38,435.30	38,435.30	0.70	100.00 %
Category: 91 - Capital outlay						
7072 - Solid Waste	110,500.00	110,500.00	0.00	9,312.58	101,187.42	8.43 %
Category: 91 - Capital outlay Total:	110,500.00	110,500.00	0.00	9,312.58	101,187.42	8.43 %
Category: 93 - Operating transfers - out						
7072 - Solid Waste	163,084.00	163,084.00	13,590.00	54,364.00	108,720.00	33.33 %
Category: 93 - Operating transfers - out Total:	163,084.00	163,084.00	13,590.00	54,364.00	108,720.00	33.33 %
Expense Total:	2,630,601.00	2,630,601.00	240,036.37	614,507.81	2,016,093.19	23.36 %
Fund: 430 - SOLID WASTE Surplus (Deficit):	0.00	0.00	-75,338.68	71,182.54	71,182.54	0.00 %
Report Surplus (Deficit):	0.00	0.00	672,897.33	2,721,920.35	2,721,920.35	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	668,694.43	2,553,328.45	2,553,328.45
101 - CLEW REDEV AGENCY	0.00	0.00	2.11	7.91	7.91
102 - CLEW REDEV AGENCY EXP	0.00	0.00	483.41	1,912.52	1,912.52
120 - GRANTS	0.00	0.00	-3,415.16	-48,144.25	-48,144.25
410 - ELECTRIC FUND	0.00	0.00	43,363.57	428,981.49	428,981.49
420 - WATER/SEWER FUND	0.00	0.00	39,107.65	-285,348.31	-285,348.31
430 - SOLID WASTE	0.00	0.00	-75,338.68	71,182.54	71,182.54
Report Surplus (Deficit):	0.00	0.00	672,897.33	2,721,920.35	2,721,920.35

City of Clewiston
Public Works Department
Monthly Productivity Report
January 1, 2024 thru January 31, 2024

Fleet Management

Units worked on

Fire Dept.	4	Solid Waste	5
Electric Dept.	4	Streets	2
Utilities	5	Recreation	3
Police Dept.	8	Animal Control	2

Facility Maintenance

Clerical hrs.	3	Pressure washing hrs.	5
Plumbing hrs.	27	Painting hrs	13
Eelectrical repair hrs.	43	Building repairs hrs	53
Air conditioning repairs (Hrs)	19		

Solid Waste

Commercial (Tons)	337.34	Horticulture (Tons)	
Residential (Tons)	356.66	Recycled materials (Lbs)	59
Special pick ups	10	Pick up revenue	\$960.00
Tipper carts placed	6	Shopping carts collected	25
Recycled scrap metal (Tons)	1.41	Scrap metal revenue	\$56.41

Streets and Sidewalks

Drainage

Street repairs hrs	15	Sidewalk repair (L/F)	70
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Signs

Information signs	4	Equipment lettered	1
Regulatory signs	7	Signs repaired	22

Landscaping

Landscape trimming (Hrs)	22	Trees trimmed (Hrs)	20
Weed control (gallons)	8	Manual weed control (hours)	12
Litter control (Lbs)	506	Mowing (Hrs)	7
Sprinkler repairs (Hrs)	12	Palm fertilizing	22

Notes:

Staff installed new score board controllers for the high school fields.

27 Hours were spent taking down all Christmas decorations.

57 Hours were spent picking up palm fronds off of city streets.

70 (L/F) of side walk was replaced on S. Deane Duff.

Staff helped the Recreation Dept. pick up litter at the lake area.

Staff made minor repairs to all BF concesson stands for the upcoming season.

Monthly Facility & Park Rentals

JANUARY 2024

<u>Facility/Park</u>	<u>Rentals</u>	<u>Resident Status</u>
John Boy Auditorium	7	2 Non Profit Fundraisers, 1 Sweet 15, 2 RMMC fisherman meetings, 2 Mobile Food Pantry
Beardley Room	3	2 Non Profit Fundraisers, Clewiston Youth Baseball and Softball meeting 1, Private Training Class, 1 Baby Shower, 1 Birthday Party, 1, Miss Sugar Sign Ups, 1 USSC Tour Luncheon, 1 USSC Retirement Party, 1
Youth Center	27	Clewiston Youth Baseball and Softball League Meeting, 5 DIME Dance Practices, 2 DIME Mentoring classes, 3 Sugar Doll Practices, 8 Taekwondo Classes, 2 Boy Scouts Meetings, Closed for the Season
C.S. Mott Pool		
STP Pavilion #1		
STP Pavilion #2		
STP Pavilion #3	1	Birthday Party
STP Pavilion #4		
Sugarland Park Pavilion	2	Birthday Party, mobile food pantry
Trinidad Park	4	Adult Soccer League
Civic Park / Gazebo		
Sugar Festival Field		
Splash Pad		Closed for the Season
Chickee	4	4 Taekwondo Classes
Sugarland Sports Complex		
Field 1		
Field 2	1	Little League tryouts
Field 3	1	Little League tryouts
Field 4	1	Little League tryouts
Field 5	1	Little League tryouts
Field 6	8	AYSO All Stars, Little League tryouts
Field 7	8	AYSO All Stars, Little League tryouts
Field 8	1	Little League tryouts
Field 9	1	Little League tryouts
Soccer West		
Soccer Center	10	AYSO All Stars
Soccer East		

City of Clewiston
Sugarland Sports Complex
Monthly Productivity Report

Jan-24

Game Field Preparation

Fields mowed (Hrs)	40	Field borders mowed (Hrs)	40
String trimming (Hrs)	25	Manual weed control (Hrs)	10
Fields watered (Hrs)	8	Sprinkler repairs (Hrs)	0
Field striping (Hrs)	0	Batter boxes marked (Hrs)	0
Pitching mounds rebuilt (Hrs)	0	Bases reset/ moved (Hrs)	0
Clay surfaces raked (Hrs)	16	Clay added to surface (Hrs)	10
Field top dressed (Hrs)	30	Fields fertilized (Hrs)	15
Fields ariated (Hrs)	0	Fields weeded (Hrs)	15
Setting Soccer Goals (Hrs)	1	Painting/Lining Fields (Hrs)	4

Park Maintenance

Fence repair (Hrs)	0	Gate repairs (Hrs)	0
Pressure cleaning (Hrs)	32	Building painting (Hrs)	0
Net repairs (Hrs)	0	Bleacher repairs/cleaning (Hrs)	0
Litter pick up (Hrs)	80	Garbage can empty/clean (Hrs)	7
Office Work (Hrs)	2	Shop Organization (Hrs)	4
Machine Maintenance (Hrs)	8	Extermination (Hrs)	0
Graffiti/Painting (Hrs)	0		

Note:

UTILITIES MONTHLY ACTIVITY REPORT FOR JAN 2024

ELECTRIC DEPARTMENT

Kwh purchased	6,652,679	Month of January
Kwh sold	5,835,708	
Total Electric Meters	4,193	

	Total Minutes out	# of Customers out of service	# of outages	avg length of outage
OUTAGES	477	89	7	68 minutes
Street Light repairs	11			
Voltage checks	5			

WATER DEPARTMENT

	Clewiston	South Shore	Total Plant Production
Gallons sold	31,712	16,545	49 Million Gals
Total Water Meters	3723		
Water Breaks	4		

SEWER PLANT

Gallons Processed	0.15	Month of January
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OFFICE ACTIVITY

New Accounts (Move Ins)	40	
Closed Accounts (Move Outs)	32	
Disconnects for Nonpayment	275	
Reconnects from Nonpayment	257	
Meter Rereads Completed	28	
All Locates	20	
All Meter Changes	24	
Miscellaneous	213	
Trim Tree	1	
Total other Work Orders completed	478	note to self: service action is 455, includes UPA's swapped meters
Total Work Orders Completed by all Departments	1,388	

PROTECTIVE INSPECTIONS ACTIVITY REPORT January 2024

Building Department

- Issued 46 permits
- Performed 95 inspections
- Performed 53 plan reviews
- Serviced 290 customers (both by phone & walk-ins)
- Lien searches researched – 3
- Business Licenses issued 2 (renewals & new)
- Issued 2 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

- 11 – Inspections
- The fire department responded to:
 - 65 Total Calls

January 2024 Inspections				
Permit#	Inspection	Result	Completed Date	Inspected Date
21-0309	FINAL	Pass	1/25/2024	1/24/2024
22-0059	SETBACK	Pass	1/8/2024	1/8/2024
22-0059	BLDG-FNL	Pass	1/8/2024	1/8/2024
22-0236	DRY-IN	Pass	1/18/2024	1/18/2024
22-0236	FINAL	Pass	1/18/2024	1/18/2024
22-0272	WINDOW/	Pass	1/2/2024	1/2/2024
22-0272	BLDG-FNL	Pass	1/2/2024	1/2/2024
22-0288	FINAL	Pass	1/2/2024	1/2/2024
22-0374	ELECT-F	Pass	1/2/2024	1/2/2024
22-0141	WINDOW/	Pass	1/26/2024	1/26/2024
23-0064	FINAL	Pass	1/18/2024	1/18/2024
23-0146	ELECT-F	NC	1/18/2024	1/18/2024
23-0168	WINDOW/	NC	1/18/2024	1/18/2024
23-0171	SPRK-R	Pass	1/8/2024	1/8/2024
23-0184	FINAL	Pass	1/12/2024	1/10/2024
22-0281	FINAL	Pass	1/26/2024	1/26/2024
23-0064	IN PROG	Pass	1/18/2024	1/18/2024
23-0229	DRY-IN	Pass	1/2/2024	1/2/2024
23-0229	FINAL	Pass	1/2/2024	1/2/2024
23-0247	FINAL	NC	1/16/2024	1/16/2024
23-0248	FINAL	Pass	1/2/2024	1/2/2024
23-0259	PLUMB-R	Pass	1/16/2024	1/16/2024
23-0264	FINAL	Pass	1/8/2024	1/8/2024
23-0273	DRY-IN	Pass	1/18/2024	1/18/2024
23-0273	FINAL	Pass	1/18/2024	1/18/2024
23-0275	DRY-IN	Pass	1/12/2024	1/12/2024
23-0300	FINAL	Pass	1/31/2024	1/30/2024
23-0309	Final	Pass	1/10/2024	1/16/2024
23-0313	ELECT-R	Pass	1/22/2024	1/22/2024
23-0314	DRY-IN	Pass	1/17/2024	1/17/2024
23-0314	FINAL	Pass	1/17/2024	1/17/2024
23-0264	DRY-IN	Pass	1/8/2024	1/8/2024
23-0326	Final	Pass	1/22/2024	1/19/2024
23-0330	SETBACK	NC	1/22/2024	1/22/2024
23-0332	ELECT-R	Pass	1/8/2024	1/8/2024
23-0334	Driveway A	Pass	1/18/2024	1/3/2024
23-0334	Driveway A	Pass	1/18/2024	1/18/2024
23-0334	Storm Wat	Pass	1/18/2024	1/17/2024
23-0334	Driveway S	Pass	1/18/2024	1/3/2024
23-0334	Driveway F	Pass	1/18/2024	1/17/2024
23-0339	Pool Deck	Pass	1/22/2024	1/22/2024
23-0341	PLUMB-R	Pass	1/9/2024	1/9/2024
23-0344	FINAL	Pass	1/10/2024	1/9/2024
23-0347	DRY-IN	Pass	1/22/2024	1/2/2024

23-0347	FINAL	Pass	1/22/2024	1/22/2024
23-0348	DRY-IN	Pass	1/8/2024	1/2/2024
23-0348	FINAL	Pass	1/8/2024	1/8/2024
23-0349	ELECT-F	Pass	1/2/2024	1/2/2024
23-0352	FINAL	Pass	1/11/2024	1/10/2024
23-0356	ELECT-R	Pass	1/16/2024	1/16/2024
23-0356	ELECT-F	NC	1/18/2024	1/18/2024
23-0357	WINDOW/	NC	1/23/2024	1/23/2024
23-0359	INSUL	Pass	1/17/2024	1/17/2024
23-0360	DRY-IN	Pass	1/19/2024	1/19/2024
23-0360	IN PROG	Pass	1/19/2024	1/19/2024
23-0364	FINAL	Pass	1/12/2024	1/10/2024
23-0370	DRY-IN	NC	2/2/2024	1/22/2024
23-0372	DRY-IN	Pass	1/18/2024	1/17/2024
23-0372	FINAL	Pass	1/18/2024	1/18/2024
23-0323	FINAL	Pass	1/8/2024	1/5/2024
24-0000	ELECT-R	Pass	1/24/2024	1/23/2024
24-0000	ELECT-F	Pass	1/24/2024	1/23/2024
24-0001	ELECT-R	NC	1/8/2024	1/8/2024
24-0003	ELECT-R	Pass	1/8/2024	1/8/2024
24-0004	Final	Pass	1/23/2024	1/22/2024
24-0007	ELECT-R	Pass	1/24/2024	1/24/2024
24-0008	FINAL	Pass	1/26/2024	1/26/2024
24-0008	DRY-IN	Pass	1/26/2024	1/22/2024
24-0001	ELECT-R	NC	1/9/2024	1/9/2024
23-0344	IN PROG	Pass	1/10/2024	1/9/2024
24-0001	ELECT-R	Pass	1/10/2024	1/10/2024
24-0009	ELECT-R	Pass	1/19/2024	1/19/2024
23-0237	DRYWALL	Pass	1/10/2024	1/10/2024
24-0010	ELECT-R	Pass	1/22/2024	1/19/2024
24-0010	ELECT-F	Pass	1/22/2024	1/19/2024
24-0013	DRY-IN	Pass	1/31/2024	1/24/2024
24-0013	FINAL	Pass	1/31/2024	1/31/2024
24-0014	DRY-IN	Pass	1/31/2024	1/26/2024
24-0014	FINAL	Pass	1/31/2024	1/31/2024
24-0015	DRY-IN	Pass	1/31/2024	1/26/2024
24-0015	FINAL	Pass	1/31/2024	1/26/2024
24-0017	DRY-IN	Pass	1/25/2024	1/16/2024
24-0017	FINAL	Pass	1/25/2024	1/24/2024
24-0025	DRY-IN	Pass	1/25/2024	1/23/2024
24-0025	FINAL	Pass	1/25/2024	1/25/2024
24-0026	SETBACK	Pass	1/23/2024	1/23/2024
24-0027	CONC-R	Pass	1/25/2024	1/25/2024
24-0025	IN PROG	Pass	1/25/2024	1/22/2024
24-0032	CONC-R	Pass	1/22/2024	1/22/2024
23-0341	PLUMB-R	Pass	1/22/2024	1/22/2024
24-0034	ELECT-R	Pass	1/30/2024	1/30/2024

23-0330	SETBACK	Pass	1/26/2024	1/26/2024
23-0168	WINDOW/	Pass	1/22/2024	1/22/2024
23-0370	DRY-IN	NC	2/2/2024	1/26/2024
23-0370	DRY-IN	Pass	2/2/2024	1/31/2024
Total # Of Inspections 95				

January 2024 Permits

Company Name	Issued Date	Permit Type	Permit#	Address	Valuation	Fees Due	Fees Paid
SolarWise Energy Solutions LLC	1/2/2024	ELECT	24-0000	526 W Obispo Ave	66,925.00	0	427.7
Taylor Electric & Air Conditioning, Inc.	1/3/2024	ELECT	24-0001	441 W Obispo Ave	7,245.00	0	120.9
Rayburn Companies, Inc.	1/3/2024	FENCE	24-0002	1000 Ponce De Leon Ave	14,421.00	0	157.3
Jimmy Pittman Electrical, Inc.	1/4/2024	ELECT	24-0003	415 De Soto Ave	1,325.00	0	89.7
Shelby Bond	1/4/2024	FENCE	24-0004	1008 W Alverdez Ave	6,000.00	0	110.5
Brizo Construction LLC	1/4/2024	BLDG-RMR	24-0005	628 E Ventura Ave	15,000.00	0	157.3
Everglades Construction Group, LLC	1/16/2024	FENCE	24-0006	710 S Francisco St	40,000.00	0	287.3
Pro-Mark Retail Services, Inc.	1/5/2024	ELECT	24-0007	1005 W Sugarland Hwy	800	0	84.5
Superior Contracting of South Florida	1/5/2024	REROOF	24-0008	900 N Berner Rd	28,325.00	0	230.1
Jimmy Pittman Electrical, Inc.	1/9/2024	ELECT	24-0009	315 N San Pedro	249,950.00	0	1,513.20
Jimmy Pittman Electrical, Inc.	1/11/2024	ELECT	24-0010	526 E Del Monte Ave	1,850.00	0	84.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CO	1/11/2024	REROOF	24-0011	540 Central Ave	13,200.00	0	155.7
JSM Electric & AC, LLC	1/11/2024	ELECT	24-0012	323 W Crescent Dr	2,000.00	0	89.7
Bryant Roofing LLC	1/11/2024	REROOF	24-0013	609-611 W Ventura Ave	20,800.00	0	188.5
Bryant Roofing LLC	1/11/2024	REROOF	24-0014	613-615 W Ventura Ave	20,800.00	0	188.5
Jesus Rodriguez	1/11/2024	REROOF	24-0015	644 E Concordia Ave	5,000.00	0	105.3
Josue Simon	1/11/2024	ACC-BLDG	24-0016	902 N Berner Rd	6,000.00	0	110.5
Universal Group	1/12/2024	REROOF	24-0017	520 W Alverdez Ave	5,900.00	0	110.5
Superior Contracting of South Florida	1/11/2024	ACC-BLDG	24-0018	916 Popash Cir	1,600.00	0	84.5
ABC Transfer, Inc	1/12/2024	BLDG-MAS	24-0019	314 E Alverdez Ave	471,812.00	0	7,288.33
Empire Custom Builders Inc	1/16/2024	REROOF	24-0020	839 E Alverdez Ave	15,500.00	0	162.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CO	1/16/2024	ACC-BLDG	24-0021	140 W Del Monte Ave	28,000.00	0	224.9
Kristina Coco	1/16/2024	FENCE	24-0022	504 Orchard Park Dr	900	0	84.5
Rhodes Aluminum	1/18/2024	ACC-BLDG	24-0023	727 E Avenida Del Rio	8,700.00	0	126.1
Solid Makers Aluminum Structures, Inc.	1/30/2024	ACC-BLDG	24-0024	322 E Obispo Ave	1,000.00	0	84.5
Ogg Construction Inc	1/18/2024	REROOF	24-0025	810 Cedar St	22,000.00	0	193.7
Francisco Gonzalez	1/18/2024	ACC-BLDG	24-0026	719 Royal Palm Ave	5,000.00	0	105.3
ABC Transfer, Inc	1/18/2024	CONCRETE	24-0027	710 S Francisco St	74,102.00	0	469
Alexis Arguelles	1/18/2024	FENCE	24-0028	553 Old Farm Place	3,000.00	0	94.9
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CO	1/18/2024	REROOF	24-0030	510 San Luiz Ave	11,900.00	0	141.7
Taylor Electric & Air Conditioning, Inc.	1/18/2024	ELECT	24-0031	700 E Del Monte Ave	750	0	84.5
Industrial Construction Solutions, Inc.	1/18/2024	CONCRETE	24-0032	155 W Esperanza Ave	2,500.00	0	94.9

Golden Electrical Contractor	1/18/2024	ELECT	24-0033	113 N Francisco St	8,400.00	0	126.1
Jimmy Pittman Electrical, Inc.	1/19/2024	ELECT	24-0034	550 S Lopez St Apt 6	1,695.00	0	84.5
Highlands Pool Care Inc	1/22/2024	POOLS	24-0035	107 Ridgewood Ave	61,000.00	0	396.5
Bryant Roofing LLC	1/23/2024	REROOF	24-0036	524 W Sagamore	73,150.00	464.1	0
Bryant Roofing LLC	1/23/2024	REROOF	24-0037	524 W Sagamore	9,100.00	131.3	0
Bryant Roofing LLC	1/23/2024	REROOF	24-0038	524 W Sagamore	9,750.00	131.3	0
Otto Built LLC	1/30/2024	REROOF	24-0039	350 W Circle Dr	20,000.00	0	183.3
Jose Arevalo	1/24/2024	ACC-BLDG	24-0040	542 E Del Monte Ave	2,746.00	0	94.9
Glades Roofing LLC	1/24/2024	ACC-BLDG	24-0041	512 E Osceola Ave	2,400.00	0	94.9
Taylor Electric & Air Conditioning, Inc.	1/29/2024	ELECT	24-0042	710 S Francisco St	2,000.00	0	89.7
Jimmy Pittman Electrical, Inc.	1/29/2024	ELECT	24-0043	920 E Del Monte Ave	2,495.00	0	94.9
Albert Perry	1/29/2024	REROOF	24-0044	444 W Sagamore Ave	800	0	84.5
Jimmy Pittman Electrical, Inc.	1/30/2024	ELECT	24-0045	910 Okeechobee Blvd	800	0	84.5
Clyde Johnson Contracting & Roofing, Inc. CBC1261932/CO	1/30/2024	BLDG-RMC	24-0046	315 N San Pedro	400,000.00	0	2,488.20
Total # Permits 46							



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
02/01/2024 09:40:42

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD000079 PUnit: 551 JONES W	01/02/2024 9:07:18	ANIMAL COMPLAINT	202 W SUGARLAND HWY	S35 U	
CLPD24CAD000091 PUnit: 551 JONES W	01/02/2024 15:01:29	ANIMAL COMPLAINT	202 W SUGARLAND HWY	S35 Z	
CLPD24CAD000126 PUnit: 551 JONES W BUnit1: 552	01/03/2024 11:25:00	ANIMAL COMPLAINT	1850 OLD US HWY 27	S35 Z	
CLPD24CAD000127 PUnit: 551 JONES W	01/03/2024 11:26:52	ACO-PATROL-HARLEM	1008 HARLEM ACADEMY AVE	S80 Z	
CLPD24CAD000137 PUnit: 551 JONES W BUnit1: 516	01/03/2024 19:13:51	SECURITY CHECK	410 W ARROYO AVE	S62 Z	
CLPD24CAD000214 PUnit: 551 JONES W	01/04/2024 12:35:17	ACO-PATROL-TWIN LKS	1850 OLD US HWY 27 64	S35 U 42	
CLPD24CAD000226 PUnit: 551 JONES W	01/04/2024 16:00:04	ACO-PATROL-TWIN LKS	1850 OLD US HWY 27 64	S35 D 42	
CLPD24CAD000263 PUnit: 551 JONES W	01/05/2024 14:28:27	ANIMAL COMPLAINT	LEWIS BLVD	S35 U	
CLPD24CAD000265 PUnit: 551 JONES W	01/05/2024 14:35:39	ANIMAL COMPLAINT	715 CORONA ST	S35 Z	
CLPD24CAD000399 PUnit: 551 JONES W	01/07/2024 19:50:50	ACO-SHELTER SERVICE	410 W ARROYO AVE	S35 U 42	
CLPD24CAD000468 PUnit: 552 COPPLER A BUnit1: 550 BUnit2: 551	01/08/2024 8:47:31	ANIMAL COMPLAINT	4054 EVERHIGH ACRES RD	S35 Z	
CLPD24CAD000469 PUnit: 551 JONES W	01/08/2024 8:53:01	ACO-SHELTER SERVICE	410 W ARROYO AVE	S80 Z 42	
CLPD24CAD000563 PUnit: 551 JONES W	01/09/2024 8:06:46	ANIMAL COMPLAINT	730 MIDSTATE LOOP	S35 Z	
CLPD24CAD000564 PUnit: 551 JONES W BUnit1: 552	01/09/2024 9:07:39	ACO-PATROL-COUNTY	720 S MAYORAL ST	S35 Z 42	
CLPD24CAD000649 PUnit: 551 JONES W	01/10/2024 16:40:18	ACO-PATROL-CITY	617 W HAITI AVE	S35 Z 42	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
02/01/2024 09:40:42

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD000680 PUnit: 551 JONES W	01/11/2024 0:25:05	ACO-SHELTER SERVICE	410 W ARROYO AVE	S80 U 42	
CLPD24CAD000788 PUnit: 551 JONES W	01/12/2024 9:55:36	ACO-PATROL-CITY	901 W VENTURA AVE	S35 Z 42	
CLPD24CAD000792 PUnit: 551 JONES W	01/12/2024 11:54:36	ANIMAL COMPLAINT	SAN BENITO ST	S35 U	
CLPD24CAD000794 PUnit: 551 JONES W	01/12/2024 12:20:00	ACO-PATROL-CITY	719 COMMERCIO ST	S35 Z 42	
CLPD24CAD001000 PUnit: 551 JONES W	01/16/2024 12:13:36	ANIMAL COMPLAINT	1530 KINGS DAIRY RD	S35 Z	
CLPD24CAD001003 PUnit: 551 JONES W	01/16/2024 14:58:49	ANIMAL COMPLAINT	913 N BERNER RD	S35 Z	
CLPD24CAD001004 PUnit: 551 JONES W	01/16/2024 15:21:13	ACO-PATROL-COUNTY	902 FLORIDA AVE	S35 Z 42	
CLPD24CAD001075 PUnit: 551 JONES W	01/17/2024 11:40:26	ANIMAL COMPLAINT	1000 S DEANE DUFF AVE	S35 Z	
CLPD24CAD001077 PUnit: 552 COPPLER A BUnit1: 551	01/17/2024 12:06:53	ANIMAL COMPLAINT	601 W PASADENA AVE	S35 Z	
CLPD24CAD001079 PUnit: 551 JONES W	01/17/2024 12:43:56	ANIMAL COMPLAINT	1011 DELLA TOBIAS AVE	S35 Z	
CLPD24CAD001080 PUnit: 551 JONES W	01/17/2024 12:45:42	ANIMAL COMPLAINT	523 W HAITI AVE	S35 U	
CLPD24CAD001088 PUnit: 551 JONES W	01/17/2024 16:05:27	ANIMAL COMPLAINT	110 E OSCEOLA AVE	S35 Z	
CLPD24CAD001148 PUnit: 551 JONES W	01/18/2024 7:44:30	ANIMAL COMPLAINT	MIDSTATE LOOP	S35 U	
CLPD24CAD001151 PUnit: 551 JONES W	01/18/2024 8:55:33	ACO-PATROL-CITY	901 W VENTURA AVE	S35 Z 42	
CLPD24CAD001153	01/18/2024 10:05:46	ANIMAL COMPLAINT	1395 ART LAWRENCE RD	S35 U	



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
02/01/2024 09:40:43

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
PUnit: 551 JONES W					
CLPD24CAD001154	01/18/2024 10:26:48	ANIMAL COMPLAINT	1011 DELLA TOBIAS AVE	S35 Z	
PUnit: 551 JONES W					
CLPD24CAD001201	01/19/2024 7:25:34	ANIMAL COMPLAINT	N BERNER RD	S35 Z	
PUnit: 551 JONES W					
CLPD24CAD001206	01/19/2024 10:02:49	ACO-TRANSPORT	901 W VENTURA AVE	S35T Z	
PUnit: 551 JONES W					
CLPD24CAD001209	01/19/2024 12:03:54	ANIMAL COMPLAINT	202 W SUGARLAND HWY	S35 U	
PUnit: 551 JONES W					
CLPD24CAD001212	01/19/2024 12:44:24	ANIMAL COMPLAINT	332 W ALVERDEZ AVE	S35 U	
PUnit: 551 JONES W					
CLPD24CAD001217	01/19/2024 14:10:50	FOLLOW UP	1542 JOSHUA BLVD	1017 N 42	
PUnit: 551 JONES W					
CLPD24CAD001277	01/20/2024 11:08:34	ANIMAL COMPLAINT	1231 GREEN AVE	S35 Z	
PUnit: 551 JONES W					
CLPD24CAD001278	01/20/2024 11:14:48	ANIMAL COMPLAINT	1342 SHERWOOD AVE	S35 Z	
PUnit: 551 JONES W					
CLPD24CAD001279	01/20/2024 11:49:35	ACO-TRANSPORT	901 W VENTURA AVE	S35T Z 0	
PUnit: 551 JONES W					
CLPD24CAD001505	01/23/2024 7:38:02	ANIMAL COMPLAINT	136 W ARCADE AVE	S35 N	
PUnit: 551 JONES W					
CLPD24CAD001514	01/23/2024 11:30:18	ANIMAL COMPLAINT	136 W ARCADE AVE	S35 N	
PUnit: 551 JONES W					
CLPD24CAD001571	01/24/2024 7:56:31	ANIMAL COMPLAINT	1501 S FRANCISCO ST	S35 Z	
PUnit: 551 JONES W					
CLPD24CAD001572	01/24/2024 8:16:11	ANIMAL COMPLAINT	136 W ARCADE AVE	S35 Z	
PUnit: 551 JONES W					
CLPD24CAD001585	01/24/2024 17:15:57	ANIMAL COMPLAINT	CARIBBEAN AVE	S35 O	
PUnit: 551 JONES W					



CLEWISTON POLICE DEPARTMENT

CALL HISTORY LISTING

Printed By:
TCOHENS
Printed On:
02/01/2024 09:40:43

Incident Number	Date/Time	Complaint	Location	Disposition Codes	Offense Number
CLPD24CAD001637 PUnit: 551 JONES W	01/25/2024 7:07:47	ANIMAL COMPLAINT	725 E EL PASO AVE	S35 Z	
CLPD24CAD001645 PUnit: 551 JONES W	01/25/2024 14:14:11	ACO-PATROL-CITY	1000 S DEANE DUFF AVE	S35 Z 42	
CLPD24CAD001646 PUnit: 551 JONES W	01/25/2024 15:12:49	ACO-PATROL-CITY	901 W VENTURA AVE	S35 Z 42	
CLPD24CAD001696 PUnit: 551 JONES W	01/26/2024 10:46:25	ANIMAL COMPLAINT	841 TWIN LAKES DR	S35 Z	
CLPD24CAD001699 PUnit: 551 JONES W	01/26/2024 11:52:21	ANIMAL COMPLAINT	700 S W C OWEN AVE	S35 Z	
CLPD24CAD001701 PUnit: 551 JONES W	01/26/2024 12:49:01	ANIMAL COMPLAINT	14561 PALM BEACH BLVD	S35 Z	
CLPD24CAD001715 PUnit: 552 COPPLER A BUnit1: 550 BUnit2: 551	01/26/2024 20:09:48	ACO-SHELTER SERVICE	410 W ARROYO AVE	S35 Z 42	
CLPD24CAD001760 PUnit: 551 JONES W	01/27/2024 12:17:41	ACO-TRANSPORT	901 W VENTURA AVE	S35T Z 0	
CLPD24CAD001890 PUnit: 551 JONES W	01/30/2024 11:29:17	ANIMAL COMPLAINT	575 N GRANJA ST	S35 Z	
CLPD24CAD001895 PUnit: 551 JONES W	01/30/2024 13:34:23	ANIMAL COMPLAINT	145 HORSE CLUB AVE	S35 U	
CLPD24CAD001896 PUnit: 551 JONES W	01/30/2024 13:57:51	ANIMAL COMPLAINT	615 N OLIVO ST	S35 U	

Animals Inducted by Date and Species

Criteria:

Enter from date: 01/01/2024

Enter to date: 01/31/2024

Cat

Code	Name	Type	Brought In	By	Owner	Time On Shelter
S2024010	Jynx	S (Stray Cat)	01/05/2024			4 days.
S2024001	Kinga	S (Stray Cat)	01/08/2024			3 weeks.
S2024003	Evil	S (Stray Cat)	01/09/2024			3 weeks.
S2024007	Rimini	S (Stray Cat)	01/09/2024			3 weeks.
S2024008	Zoey	S (Stray Cat)	01/09/2024			3 weeks.
F2024001	Okwaho	F (Feral Cat)	01/09/2024			2 weeks.
S2024005	Bubbles	S (Stray Cat)	01/09/2024			3 weeks.
S2024006	Skippy	S (Stray Cat)	01/09/2024			3 weeks.
S2024004	Nat	S (Stray Cat)	01/09/2024			2 weeks.
S2024002	Feivel	S (Stray Cat)	01/09/2024			3 weeks.
S2024012	Bubbles	S (Stray Cat)	01/17/2024			6 days.
S2024013	Berry	S (Stray Cat)	01/23/2024			1 day.
S2024015	Ashes	S (Stray Cat)	01/24/2024			1 week.

S2024014	True	S (Stray Cat)	01/24/2024			1 week.
S2024020	Wesley	S (Stray Cat)	01/26/2024			1 week.
S2024019	Robyn	S (Stray Cat)	01/26/2024			0 days.
S2024018	Panda	S (Stray Cat)	01/26/2024			0 days.
S2024021	Finnic	S (Stray Cat)	01/26/2024			1 week.
S2024016	Della	S (Stray Cat)	01/26/2024			1 week.
S2024023	Blue1	S (Stray Cat)	01/28/2024			0 days.
S2024022	Jelly	S (Stray Cat)	01/28/2024			0 days.
S2024024	Blue2	S (Stray Cat)	01/28/2024			0 days.
S2024025	Blue3	S (Stray Cat)	01/28/2024			0 days.
S2024026	Blue4	S (Stray Cat)	01/28/2024			0 days.
S2024039	Magic11	S (Stray Cat)	01/31/2024			0 days.
S2024031	Magic3	S (Stray Cat)	01/31/2024			0 days.
S2024032	Magic4	S (Stray Cat)	01/31/2024			0 days.
S2024030	Magic2	S (Stray Cat)	01/31/2024			0 days.

S2024038	Magic10	S (Stray Cat)	01/31/2024			0 days.
S2024040	Jersey	S (Stray Cat)	01/31/2024			2 days.
S2024041	Magic13	S (Stray Cat)	01/31/2024			0 days.
S2024037	Magic9	S (Stray Cat)	01/31/2024			0 days.
S2024036	Magic8	S (Stray Cat)	01/31/2024			0 days.
S2024035	Spring	S (Stray Cat)	01/31/2024			2 days.
S2024034	Magic6	S (Stray Cat)	01/31/2024			0 days.
S2024029	Magic1	S (Stray Cat)	01/31/2024			0 days.
S2024027	Ollie	S (Stray Cat)	01/31/2024			0 days.
S2024028	Kyrie	S (Stray Cat)	01/31/2024			0 days.
S2024033	Magic5	S (Stray Cat)	01/31/2024			0 days.

Total Cat: 39

Dog

Code	Name	Type	Brought In	By	Owner	Time On Shelter
A2024001	Rocky	A (Stray Dog)	01/01/2024	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		2 weeks.
A2024003	Rosie	A (Stray Dog)	01/03/2024			0 days.
A2024004	Queen	A (Stray Dog)	01/03/2024			0 days.

A2024002	Teddy	A (Stray Dog)	01/03/2024			0 days.
A2024006	Drake	A (Stray Dog)	01/08/2024			0 days.
A2024005	Zena	A (Stray Dog)	01/08/2024			1 day.
D2024001	Lia	D (Dog)	01/09/2024	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440	Juan Carlos Perez Montero 820 S Mayoral St Clewiston FL 33440	1 week.
A2024007	Bama	A (Stray Dog)	01/11/2024	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		3 weeks.
S2024011	Kosher	S (Stray Cat)	01/11/2024	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		5 days.
A2024008	Dewey	A (Stray Dog)	01/11/2024	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		6 days.
A2024011	King	A (Stray Dog)	01/12/2024			5 days.
A2024009	Yippee	A (Stray Dog)	01/12/2024			5 days.
A2024014	Mya	A (Stray Dog)	01/17/2024	Animal Control Officer Anthony Coppler 410 W. Arroyo Ave Clewiston FL 33440		0 days.
A2024013	Molly	A (Stray Dog)	01/17/2024			1 week.
A2024012	Olive	A (Stray Dog)	01/17/2024			2 weeks.
A2024015	Hazel	A (Stray Dog)	01/17/2024			4 days.

A2024010	Peep	A (Stray Dog)	01/19/2024			2 days.
A2024016	Boxwood	A (Stray Dog)	01/20/2024			1 day.
A2024019	Kiss	A (Stray Dog)	01/22/2024			0 days.
A2024023	Milly	A (Stray Dog)	01/22/2024			1 week.
A2024018	Leia	A (Stray Dog)	01/22/2024			0 days.
A2024025	Elle	A (Stray Dog)	01/22/2024			1 week.
A2024020	Lane	A (Stray Dog)	01/22/2024	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		1 week.
A2024027	Fiddle	A (Stray Dog)	01/22/2024			1 week.
A2024026	Maui	A (Stray Dog)	01/22/2024			1 week.
A2024024	Ginger	A (Stray Dog)	01/22/2024			1 week.
A2024022	Lookie	A (Stray Dog)	01/22/2024			1 week.
A2024021	Luli	A (Stray Dog)	01/22/2024			1 week.
A2024017	Wallace	A (Stray Dog)	01/22/2024			1 week.
A2024028	Cocoa	A (Stray Dog)	01/23/2024			3 days.
A2024029	Wish	A (Stray Dog)	01/23/2024			1 week.

A2024031	Princess	A (Stray Dog)	01/25/2024			4 days.
A2024030	Yoda	A (Stray Dog)	01/25/2024			0 days.
A2024032	Hanzel	A (Stray Dog)	01/26/2024			1 week.
A2024033	one	A (Stray Dog)	01/29/2024	Animal Control Officer William Jones 410 West Arroyo Ave Clewiston FL 33440		2 days.
A2024034	Caramel	A (Stray Dog)	01/30/2024			3 days.
A2024036	Peanut	A (Stray Dog)	01/30/2024			3 days.
A2024035	Coco	A (Stray Dog)	01/30/2024			3 days.
A2024042	Kit	A (Stray Dog)	01/31/2024			2 days.
A2024039	Halley	A (Stray Dog)	01/31/2024			2 days.
A2024040	Grinch	A (Stray Dog)	01/31/2024			2 days.
A2024041	Onix	A (Stray Dog)	01/31/2024			2 days.
A2024038	Zoe	A (Stray Dog)	01/31/2024			2 days.
A2024037	Jaxson	A (Stray Dog)	01/31/2024			2 days.

Total Dog: 44

Total animals: 83

Report: **Animals Inducted by Date and Species**

Generated by Animal Shelter Manager 48u [Fri 02 Feb 2024 09:50:24 AM UTC] at Clewiston Animal Services on 02/02/2024 by tlewis

Call Summary

Clewiston PD
4425 West State Road 80
La Belle, FL 33935

County: Hendry

Year: 2024
Agency Affiliation: Police
PSAP Size: Extra Large

Report Date: 02/01/2024 02:04:51
Report Date From: 01/01/2024
Report Date To: 01/31/2024
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

		January 2024	Total
911	Inbound	369	369
	Abandoned	36	36
	Abandoned %	8.89%	8.89%
	NSI %	9.63%	9.63%
	Unparsed	0	0
	Total	405	405
911 Non-NSI	Inbound	340	340
	Abandoned	26	26
	Abandoned %	7.10%	7.10%
	Total	366	366
911 NSI	Inbound	29	29
	Abandoned	10	10
	Abandoned %	25.64%	25.64%
	Total	39	39
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	57.8	57.8
	Total	405	405

PSAP Ring Time

Clewiston PD

4425 West State Road 80

La Belle, FL 33935

County: Hendry

Month - Year: January 2024

Agency Affiliation: Police

PSAP Size: Extra Large

Report Date: 02/01/2024 02:04:52

Report Date From: 01/01/2024

Report Date To: 01/31/2024

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	7	1	0	0	0	0	0	8	61.5	87.50 %	100.00 %	100.00 %	100.00 %
01:00	13	0	0	0	0	0	0	13	62.3	100.00 %	100.00 %	100.00 %	100.00 %
02:00	12	0	0	0	0	0	0	12	88.7	100.00 %	100.00 %	100.00 %	100.00 %
03:00	8	0	0	0	0	0	0	8	74.9	100.00 %	100.00 %	100.00 %	100.00 %
04:00	4	0	0	0	0	0	0	4	43.5	100.00 %	100.00 %	100.00 %	100.00 %
05:00	10	1	0	0	0	0	0	11	49.5	90.91 %	100.00 %	100.00 %	100.00 %
06:00	11	1	1	1	0	0	0	14	50.6	78.57 %	85.71 %	92.86 %	100.00 %
07:00	19	0	0	0	0	0	0	19	104.6	100.00 %	100.00 %	100.00 %	100.00 %
08:00	14	0	0	0	0	0	0	14	48.1	100.00 %	100.00 %	100.00 %	100.00 %
09:00	11	1	0	0	0	0	0	12	38.6	91.67 %	100.00 %	100.00 %	100.00 %
10:00	20	1	0	0	0	0	0	21	63.7	95.24 %	100.00 %	100.00 %	100.00 %
11:00	17	0	0	0	0	0	0	17	51.1	100.00 %	100.00 %	100.00 %	100.00 %
12:00	25	2	0	0	0	0	0	27	51.9	92.59 %	100.00 %	100.00 %	100.00 %
13:00	19	0	0	0	0	0	0	19	49.2	100.00 %	100.00 %	100.00 %	100.00 %
14:00	21	0	0	0	0	0	0	21	69.3	100.00 %	100.00 %	100.00 %	100.00 %
15:00	23	0	0	0	0	0	0	23	38.5	100.00 %	100.00 %	100.00 %	100.00 %
16:00	18	4	0	1	0	0	0	23	42.1	78.26 %	95.65 %	95.65 %	100.00 %
17:00	18	2	1	0	0	0	0	21	57.2	85.71 %	95.24 %	100.00 %	100.00 %
18:00	23	1	0	0	0	0	0	24	46.5	95.83 %	100.00 %	100.00 %	100.00 %
19:00	24	3	0	0	0	0	0	27	48.1	88.89 %	100.00 %	100.00 %	100.00 %
20:00	21	1	0	0	0	0	0	22	61.4	95.45 %	100.00 %	100.00 %	100.00 %
21:00	14	2	0	0	0	0	0	16	83.9	87.50 %	100.00 %	100.00 %	100.00 %
22:00	14	1	0	0	0	0	0	15	63.5	93.33 %	100.00 %	100.00 %	100.00 %
23:00	13	0	1	0	0	0	0	14	55.0	92.86 %	92.86 %	100.00 %	100.00 %
Total:	379	21	3	2	0	0	0	405	57.8	93.58 %	98.77 %	99.51 %	100.00 %
Overall %:	93.58%	5.19%	0.74%	0.49%	0.00%	0.00%	0.00%						

PSAP Ring Time

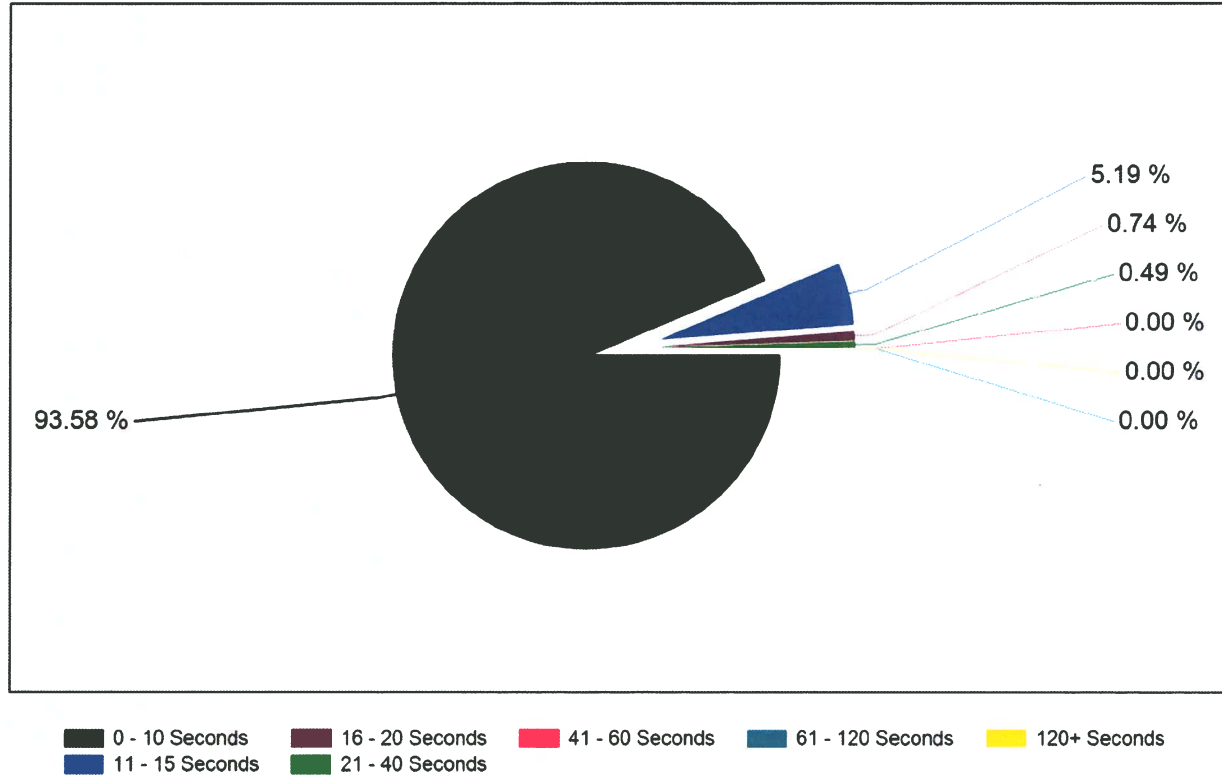
Clewiston PD
4425 West State Road 80
La Belle, FL 33935

County: Hendry

Month - Year: January 2024
Agency Affiliation: Police
PSAP Size: Extra Large

Report Date: 02/01/2024 02:04:52
Report Date From: 01/01/2024
Report Date To: 01/31/2024
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 1/1/2024 and 1/31/2024

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	-INUNCTION	-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 INUNCTION
-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	32	04 hours 27 mins	00 hours 8 mins
ANIMAL BITE	3	01 hours 4 mins	00 hours 21 mins
ANIMAL COMPLAINT	88	41 hours 6 mins	00 hours 28 mins
ANIMAL TRANSPORT	7	12 hours 45 mins	01 hours 49 mins
ARMED	1	00 hours 16 mins	00 hours 16 mins
ASSAULT	2	01 hours 2 mins	00 hours 31 mins
ASSIST OTHER AGENCY	32	12 hours 51 mins	00 hours 24 mins
BAKER/MARCHMAN ACT	3	05 hours 12 mins	01 hours 44 mins
BOMB THREAT	1	00 hours 7 mins	00 hours 7 mins
BUSINESS CHECK	794	34 hours 36 mins	00 hours 3 mins
BUSINESS ESCORT	28	10 hours 56 mins	00 hours 23 mins
CITIZEN ASSIST	78	68 hours 0 mins	00 hours 52 mins
CITY ORDINANCE VIOLATION	3	01 hours 19 mins	00 hours 26 mins
CRIMINAL MISCHIEF	1	00 hours 8 mins	00 hours 8 mins
DISTURBANCE	19	13 hours 43 mins	00 hours 43 mins
DRUG CASE	1	01 hours 16 mins	01 hours 16 mins
DRUNK DRIVER	2	03 hours 48 mins	01 hours 54 mins
FIGHT /AFFRAY	2	00 hours 36 mins	00 hours 18 mins
FOLLOW UP	16	07 hours 17 mins	00 hours 27 mins
FORGERY / FRAUD	6	03 hours 6 mins	00 hours 31 mins
FUNERAL ESCORT	1	00 hours 19 mins	00 hours 19 mins
HAZMAT	1	00 hours 7 mins	00 hours 7 mins
HIT AND RUN ACCIDENT	3	01 hours 57 mins	00 hours 39 mins
ILLEGAL DUMPING	2	00 hours 27 mins	00 hours 14 mins

Call Type Summary
Date Range: between 1/1/2024 and 1/31/2024

Call Type	# of Calls	Total Time	Average Time
INFORMATION	25	16 hours 51 mins	00 hours 41 mins
JUVENILE SITUATION	2	00 hours 19 mins	00 hours 10 mins
LEGAL ADVICE	15	05 hours 47 mins	00 hours 23 mins
LEWD LASCIVIOUS BEHAVIOR	1	00 hours 19 mins	00 hours 19 mins
LOST /STOLEN TAG	1	00 hours 19 mins	00 hours 19 mins
LOST/ FOUND PROPERTY	7	01 hours 49 mins	00 hours 16 mins
MISSING PERSON	2	05 hours 2 mins	02 hours 31 mins
NOISE COMPLAINT	10	02 hours 1 mins	00 hours 12 mins
OTHER NOT LISTED	9	02 hours 54 mins	00 hours 19 mins
PARKING VIOLATION	10	05 hours 23 mins	00 hours 32 mins
PRISONER TRANSPORT	13	12 hours 11 mins	00 hours 56 mins
RECKLESS DRIVER	9	02 hours 1 mins	00 hours 14 mins
RECOVERED VEHICLE	1	00 hours 45 mins	00 hours 45 mins
REPOSSESSION	4	00 hours 46 mins	00 hours 11 mins
RESIDENCE CHECK	375	00 hours 19 mins	00 hours 0 mins
ROAD OBSTRUCTION	10	01 hours 45 mins	00 hours 11 mins
SECURITY CHECK	34	03 hours 29 mins	00 hours 6 mins
SEX CRIME	1	00 hours 44 mins	00 hours 44 mins
SICK PERSON/AMBULANCE	23	07 hours 8 mins	00 hours 19 mins
SPECIAL DETAIL	5	27 hours 3 mins	05 hours 25 mins
STOLEN VEHICLE	1	02 hours 27 mins	02 hours 27 mins
STRUCTURE FIRE	1	01 hours 18 mins	01 hours 18 mins
SUSPICIOUS INCIDENT	14	03 hours 20 mins	00 hours 14 mins
SUSPICIOUS PERSON	23	05 hours 9 mins	00 hours 13 mins
SUSPICIOUS VEHICLE	37	04 hours 58 mins	00 hours 8 mins
THEFT	3	01 hours 41 mins	00 hours 34 mins
THEFT FROM A BUSINESS	1	00 hours 37 mins	00 hours 37 mins
TRAFFIC PROBLEM	4	05 hours 13 mins	01 hours 18 mins
TRAFFIC STOP	86	11 hours 20 mins	00 hours 8 mins
TRESPASSING	1	00 hours 50 mins	00 hours 50 mins
UNVERIFIED 911	6	05 hours 42 mins	00 hours 56 mins
UNWANTED GUEST	7	04 hours 44 mins	00 hours 41 mins
VEHICLE ACCIDENT	23	17 hours 10 mins	00 hours 45 mins
VEHICLE ACCIDENT/ DEPT UNIT	1	00 hours 57 mins	00 hours 57 mins
WARRANT	1	00 hours 50 mins	00 hours 50 mins
WELFARE CHECK	13	01 hours 51 mins	00 hours 9 mins