

### Agenda Item Memorandum

TO:	City Commission of the City of Clewiston		
FROM:	Lynne Mila, Director of Operations		
VIA:	Danny Williams, City Manager		
DATE:	September 15, 2025		
SUBJECT:	Consideration of approval of Resolution 2025-50		

### **Background:**

Resolution 2025-50 accepts the proposal for ground maintenance services from Cross Training Ministries, Inc. and approves the 2026 Grounds Maintenance Contract between the City of Clewiston and Cross Training Ministries, Inc.

### Recommendation:

Staff recommends approval of Resolution 2025-50

### **Attachments:**

- 1. Affidavit of Publication
- 2. Bid tabulation
- **3.** Resolution 2025-50
- 4. 2026 Grounds Maintenance Contract



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

LAKO: 9/3/2025, 9/4/2025, 9/5/2025, 9/6/2025,

9/7/2025, 9/8/2025, 9/9/2025

LON: 9/3/2025

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

Katrina Elsken Muros

Sworn to and subscribed before me by means of
Physical Presence X Online Notarization
physical presence or online notarization, this
9/9/2025



Name CITY OF CLEWISTON

Order Number 29249

Ordered By Fransheska Berrios

Order Date 8/27/2025

Description RFP No. 2025-07

Number Issues 8 Pub Count 2

First Issue 9/3/2025 Last Issue 9/9/2025

Publications Lake Okeechobee News, LakeONews.com

## Proof of Publication

#### City of Clewiston RFP No. 2025-007 Grounds Maintenance Area A and B

The City of Clewiston will receive sealed proposals until 2:00 p.m., local time, on Friday, September 12, 2025, at Clewiston City Hall, 115 West Ventura Avenue, Clewiston, FL 33440. At this time and place, the proposals will be opened and read aloud. The proposals submitted are for 2026 GROUNDS MAINTENANCE CONTRACT AREA "A" and AREA "B" in the City of Clewiston. All materials furnished and all work performed shall be in accordance with the specifications pertaining thereto, which may be examined at Clewiston City Hall, 115 West Ventura Avenue, Clewiston, FL 33440, telephone 83-983-1484. Each proposal must be in a sealed envelope and clearly marked "2026 Grounds Maintenance Contract Area A" and "2026 Grounds Maintenance Contract Area B". This contract is for a twelve (12) month period, but upon agreement by the City and Contractor, may be extended in twelve (12) month increments not to exceed twenty-four (24) months, Proposals may be mailed or hand delivered to Fransheska Berrios, City Clerk, 115 West Ventura Avenue, Clewiston, FL 33440. No responsibility shall be attached to any officers for the premature opening of a proposal not properly addressed and identified. The City of Clewiston reserves the right to hold all proposals for sixty (60) days and to reject any and all proposals, with or without cause, to waive technical errors and informalities, or to accept the proposal that in its judgment best serves the City.

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

### **TABULATION**

### 2026 Grounds Maintenance Contract - Area A September 12th @ 2:00 PM

No.	Bidder	Amount - Area A	
1.	CROSS TRAINTIC MIN. INC.	94,800.00	
2.	RODRIGUEZ LAWN CARE	92,400 / NO Equipment	AwviseD
3.	THE FAMILY	"A" \$ (14,000 "B" \$ 105,000	
4.	PRESTUE CIEMNING CO	# 216,172	

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

### **TABULATION**

### 2026 Grounds Maintenance Contract - Area B September 12th @ 2:00 PM

No.	Bidder	Amount - Area B
1.	CROSS MAINING MIN, FNC	\$ 74, 400
2.	ROORIGUEZ LAWN CAME, LIC	4 73. 200
3.		
4.	PRESTIGE CLEANING CO, LLC	¥ 102,172

### **CITY OF CLEWISTON**

### **RESOLUTION NO. 2025-50**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CLEWISTON, FLORIDA, APPROVING AN AGREEMENT FOR GROUNDS MAINTENANCE CONTRACT BETWEEN THE CITY OF CLEWISTON AND CROSS TRAINING MINISTRIES, INC; AUTHORIZING THE APPRORIATE CITY OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

WHEREAS, the City of Clewiston ("City") finds that it is in the best interest of the City of Clewiston to approve an agreement for 2026 Ground Maintenance Contract with Cross Training Ministries, Inc.

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

- **SECTION 1.** The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.
- **SECTION 2.** The City Commission of the City of Clewiston approves the Agreement for Ground Maintenance services between the City of Clewiston and Cross Training Ministries, Inc. attached hereto and incorporated herein as Exhibit "A", and authorizes the appropriate City Officials to execute same.
- **SECTION 3**. All resolutions or parts of resolutions in conflict herewith are repeated to the extent of such conflict.
- **SECTION 4.** If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.
- **SECTION 5.** This Resolution shall become effective immediately upon its passage and adoption.

### Resolution 2025-50

CommissionerCommissioner seconded the motion, and follows:				g resolution ne vote was as
iono vis.		Aye	Nay	Absent
JAMES PITTMAN, MAYOR				
HILLARY HYSLOPE, VICE MAYOR				
BARBARA EDMONDS, COMMISSIC	NER			
MALI GARDNER, COMMISSIONER				
JAMES WILLIAMS, COMMISSIONE	R			
PASSED AND APPROVED by the Cathis day of, 2025.  ATTEST:	ity Commissio		·	
Fransheska Berrios, City Clerk	James	Pittmar	ı, Mayo	r
(MUNICIPAL SEAL)				
APPROVED AS TO FORM AND LEGAL SUFFICIENCY				
By:	_			

### **EXHIBIT A**

### **2026 Grounds Maintenance Contract**

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

### 1. Purpose of Agreement

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

# 2. Initial Term of Agreement Except as hereafter provided, this agreement shall commence on \_\_\_\_\_\_\_, 2025, and shall end on \_\_\_\_\_\_\_, 2026.

### 3. Renewal of Contract and Subsequent Terms

The contract term, inclusive of all other terms and conditions provided herein, may be extended beyond the Initial Term for up to two (2) additional annual terms, provided the Contractor requests and the City Manager grants in writing an extension for an additional annual term(s). In no event shall the terms and conditions of this agreement last beyond \_\_\_\_\_\_\_, 2028.

### 4. Termination of Contract – Without Cause

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

### 5. Termination of Contract – With Cause

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

### **EXHIBIT A**

### 6. Obligations of the Contractor

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

- A. Perform all obligations pursuant to this contract limited to obtaining and maintaining in effect all applicable licenses, permits, and Workers' Compensation Insurance as required by law.
- B. Maintain throughout the term(s) of the contract a general public liability insurance policy having limits of at least \$1,000,000 each Occurrence/\$2,000,000 General Aggregate, and property damage insurance of not less than \$100,000, which policy or policies must also name the City as co-insured. Contractor must provide the City with a certificate evidencing such insurance within three (3) business days after the execution of this contract, which certificate shall contain a provision that the coverage cannot be canceled without sixty (60) days prior written notice to the City.
- C. Provide all of the necessary personnel, equipment, supplies, fuel, and materials to perform all of the maintenance services specified in this contract, and to perform all of those services in a professional, neat, and timely manner.
- **D.** Provide the City with a copy of a detailed listing of all personnel and a detailed inventory of all equipment necessary to demonstrate that the Contractor can adequately perform the contract. The contractor shall specify whether the equipment is currently owned or if the equipment is to be purchased or leased. That listing and inventory are attached hereto and incorporated as an integral component of this agreement.
- E. Maintain all equipment used in performing the contract in good working condition and neat in appearance with all safety guards in place.
- F. Perform all of the obligations of Contractor pursuant to this agreement to the reasonable satisfaction of the City Manager of the City, or his expressly appointed designee.
- G. By the 7<sup>th</sup> day of each calendar month during the term(s) of the contract deliver to the Public Works Director of the City, or his expressly appointed designee, a statement of the services provided by Contractor during the preceding calendar month.
- **H.** This contract requires 52 weeks of service per year.

### 7. Obligations of the City

Throughout the term of the agreement, the City shall:

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

#### **EXHIBIT A**

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

### 8. Public Records

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

- A. Keep and maintain public records required by the City to perform the service.
- **B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- **D.** Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

### 9. Notices

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

### 10. Miscellaneous

This document contains the entire understanding of the parties concerning the subject matter hereof and shall not be amended, except in writing executed with the same formality as this agreement. This contract shall be interpreted pursuant to Florida law and the venue for any interpretation or enforcement shall be in Hendry County, Florida.

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

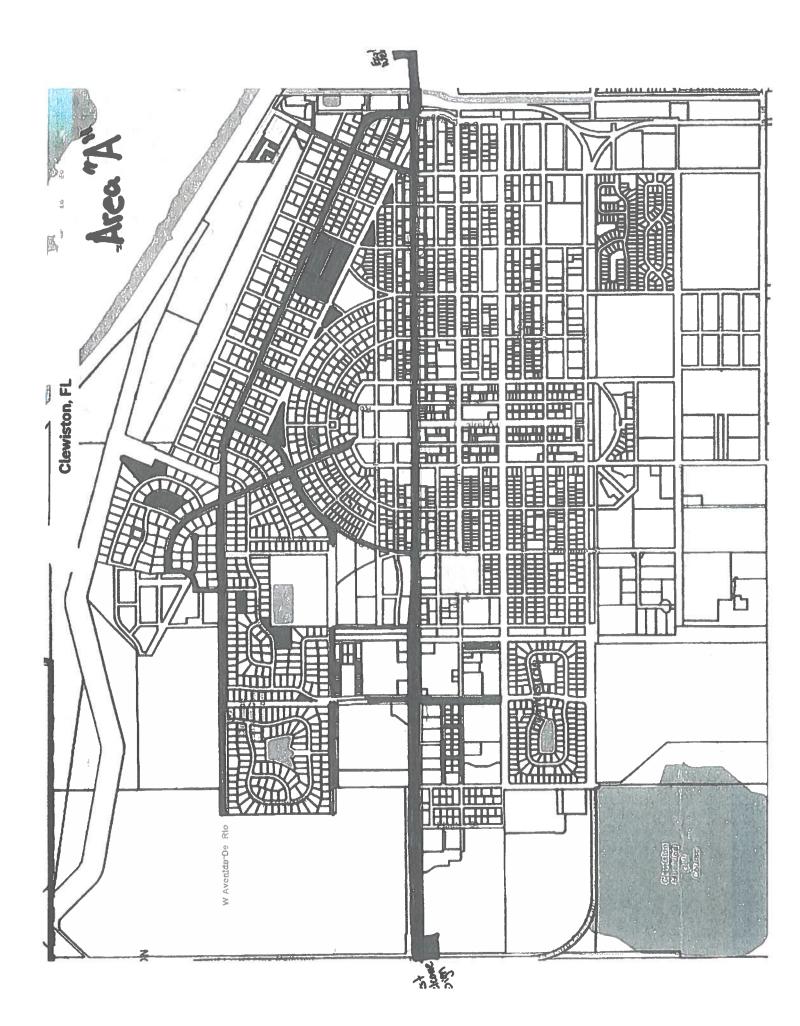
ATTEST:	CITY OF CLEWISTON			
	By:	Date		
Fransheska Berrios, City Clerk				
(Seal)				
	Cross Training Ministries, Inc.			
	By:(Printed name and title)	Date		

### 2026 Grounds Maintenance Contract

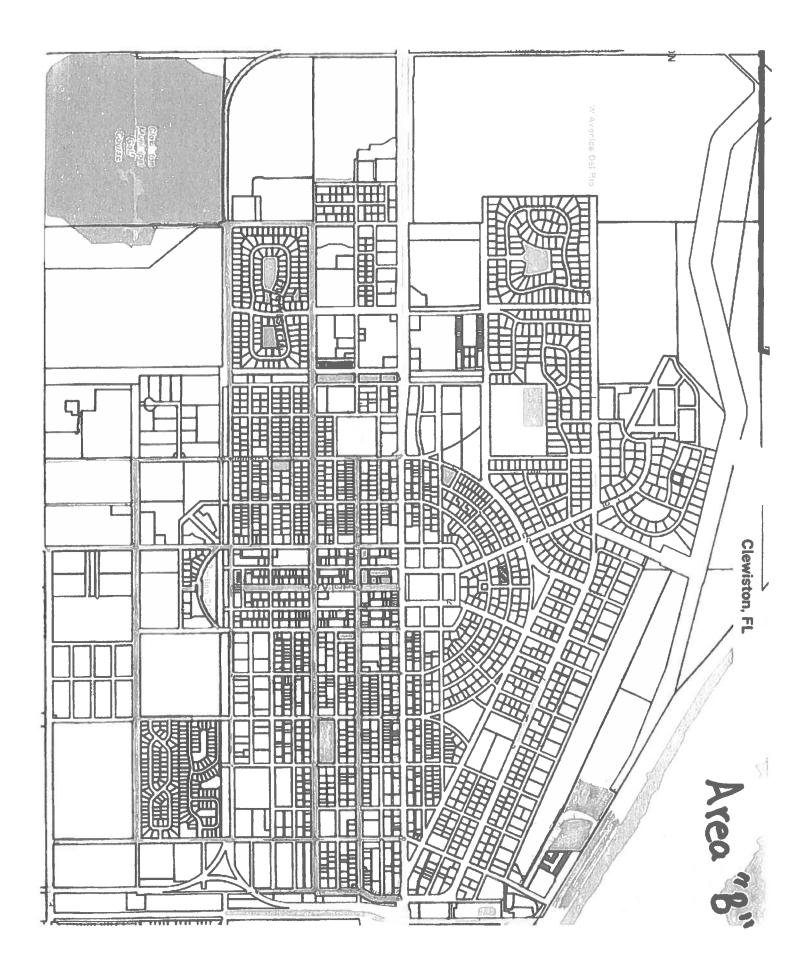
### **MAINTENANCE LOCATIONS**

# Areas "A" – (MAP ATTACHED) Refer to the Green Color coded street map.

Rights of Way & Me	Rights of Way & Median and Facilities:			
Location	Description			
1. North Francisco Street	Hoover Dyke Rd. to US-27			
2. Royal Palm Avenue (median only)	Balboa to Avenida Del Rio			
3. Ponce De Leon (median only)	Balboa to Banyan			
4. Banyan	Ponce Del Leon to Avenida Del Rio			
5. W.C. Owen Avenue	Pasadena to US-27			
6. Berner Rd. (right of away & median)	Alverdez to Walmart entrance			
7. Merchant Square (right of way only)	West Ventura & San Luiz			
8. Canal # 2 (Avenida Del Rio)	Flat Only			
9. Canal #3 (Caribbean & Circle)	Flat Only			
10. Circle Drive	US-27 to Football Stadium			
11. Canal #6 (San Diego)	Avenida Del Rio to US-27 (flat only)			
12. North Lopez	US-27 to Caribbean			
13. US-27 (right of way & median)	Old 27 to West city limit			
14. Welcome Signs	US-27 East & West			
15. Green Space 144, 145, 146	Rights-of-way only (border of 10 Acre			
	field)			
Parks & Gre	en Spaces:			
16. 10 Acre Field	E. Esperanza Ave & San Juan St.			
17. Green Space 121	Esperanza & Pasadena			
18. Green Space 122	Esperanza & Osceola			
19. Green Space	Circle & San Pedro			
20. Green Space Tip at 124	Esperanza & Circle			
21. Green Space	Circle Drive/ Magnolia/ Esperanza			
22. Green Space	Banyan			
23. Ridgewood Park & Green Spaces (2)	Ridgewood Subdivision			
24. Saginaw Park & Green Space	Saginaw & Ridgeview Circle			
25. Green Space	Berner & Lopez			



	Parks & Green Spaces:			
1. Lake Recr	eational Areas	Picnic Area, Boat launch & Parking, Hoover Dike Rd. & 3 parking areas		
2. Green Spa	ce 118	Ventura & Deane Duff		
3. Green Spa	ce	Between Basilan & Margaret		
4. Sikes Park		Circle Dr. & Valencia, Block 209		
<ol><li>Candy Car</li></ol>	ne Park	Olympia & Obispo & El Paso		
6. Trinidad P	ark	Trinidad & San Pedro		
7. Hidden Pa	rk East	East Sugarland Circle		
8. Hidden Pa	rk West (2)	West Sugarland Circle		



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