

City of Opa-locka

*Commission Chambers
215 Perviz Avenue
Opa-locka, FL 33054*



REGULAR COMMISSION MEETING Agenda

Wednesday, January 27, 2021

7:00 PM

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Alvin Burke
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

Appointed Officials

**City Manager John E. Pate
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

SPEAKING BEFORE THE CITY COMMISSION

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. *City of Opa-locka Code of Ordinances Section 2-57*

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. *City of Opa-locka Code of Ordinances Section 2-58*

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105:

“If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”



CITY OF OPA-LOCKA PROCEDURES FOR VIRTUAL PARTICIPATION AT COMMISSION MEETINGS

Virtual Participation at Commission Meetings

Due to COVID-19 and pursuant to Governor Ron DeSantis Executive Order Number 20-69, the City of Opa-locka has been holding its meetings virtually using the Zoom teleconferencing platform. As of November 2020, the City of Opa-locka will meet in-person with social distancing while still allowing virtual participation via Zoom.

City Commission Meeting location for in-person meetings

In-person meetings will be held in the Auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida, with offsite participants joining by Zoom.

How to watch the meeting

Members of the public are encouraged to watch the public meeting and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

How to participate

For meetings held in-person with virtual participation, members of the public wishing to address the body on any agenda item may do so in person or virtually. **Space for in-person attendance is very limited due to COVID-19 social distancing. Members of the public wishing to address the Commission are strongly encouraged to participate virtually.**

To participate virtually, please register by emailing publiccomments@opalockafl.gov at least 2 hours prior to the scheduled meeting time to request the meeting link.

Providing comments in advance

Those wishing to provide comments on any agenda item are encouraged to do so in advance by submitting their comment via email to publiccomments@opalockafl.gov

Comments on any agenda item must be submitted 2 hours prior to the scheduled meeting time. Comments received after the deadline will be kept for the record, but will not be read during the meeting. If you have comments for more than one agenda item, please state which item you are commenting on.

Reasonable accommodation requests during COVID-19 pandemic

Persons with disabilities who need to request reasonable accommodation(s) to effectively participate in this meeting may contact the Office of the City Clerk. As the City of Opa-locka is currently operating under a Declaration of Emergency relating to the COVID-19 Pandemic, and is practicing CDC recommended social distancing protocols, staff from the Office of the City Clerk may be working remotely.

Persons with disabilities who need reasonable accommodations are asked to e-mail such requests to jflores@opalockafl.gov at least three (3) business days in advance of the need for reasonable accommodation. You may also call (305) 953-2800.

City of Opa-locka public participation and decorum rules

Speaking before the Commission

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

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Decorum Policy

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If the Chair or Commission declares a virtual participant to be out of order, he or she may be muted by the moderator.

All remarks shall be addressed to the Commission as a body and not to any member thereof.

No person, other than a member of the Commission and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

Speakers should make their comments concise and to the point.

For questions and/or additional information, please contact the Office of the City Clerk at (305) 953-2800 or (786) 877-4038.

CITY OF OPA-LOCKA
“The Great City”

AGENDA
REGULAR COMMISSION MEETING
January 27, 2021
7:00 P.M.

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**

Virtual COVID-19 Workshop – May 21, 2020
Regular Commission Meeting – December 9, 2020
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
- 11. CITIZENS’ FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**

CONSENT AGENDA:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR THE PROVISION OF PROPERTY MANAGEMENT SERVICES AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SSN ENGINEERING, LLC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES TO PERFORM SANITARY SEWER SYSTEM HYDRAULIC MODELING, PURSUANT TO RFQ NO. 20-0324200; IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00); PROVIDING FOR INCORPORATION OF RECITALS, PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION #20-9818 WHICH DECLARED EMERGENCY REGULATIONS FOR CERTAIN PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR PUBLIC WORKSHOP MEETINGS AND EXECUTIVE SESSIONS TO BE CONDUCTED BY USE OF COMMUNICATIONS MEDIA TECHNOLOGY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION 20-9809; AUTHORIZING THE CITY MANAGER TO ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021;

ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT “A”; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 13, 2021). *Sponsored by City Manager*

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 Individual Appointment (Commissioner Taylor)

1 Individual Appointment (Vice Mayor Williams)

Historic Environmental Preservation Board

4 At-Large Appointments

Fair Housing and Nuisance Abatement Board

1 Individual appointment (Commissioner Taylor)

1 Individual appointment (Vice Mayor Williams)

1 Individual appointment (Mayor Pigatt)

Community Relations, Recreation and Activities Board

1 Individual appointment (Commissioner Taylor)

1 Individual appointment (Commissioner Davis)

1 Individual appointment (Vice Mayor Williams)

1 At-large appointment

Planning & Zoning Board

1 At-Large Appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. COVID-19 Vaccination Site for ages 65+, Saturday, **January 23, 2021** from 9:00 a.m. – 5:00 p.m. at the Helen L. Miller Community Center, 2331 NW 143 Street, Opa-locka, Florida. PRE-REGISTRATION REQUIRED! Call to register: 305-953-3092 or 305-681-6048
- B. Feeding South Florida Drive-Thru Food Distribution, Tuesday, **January 26, 2021** at 9:00 a.m. – 11:00 a.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.
- C. City of Opa-locka Attorney/Client Session, Wednesday, **January 27, 2021** at 4:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. This session is closed to the general public.
- D. City of Opa-locka Virtual Historic Environmental Preservation Board Meeting, Thursday, **January 28, 2021** at 5:30 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>
- E. City of Opa-locka 2021 State of the City Address presented by the Honorable Mayor Matthew A. Pigatt, Friday, **January 29, 2021** at 6:30 p.m. – Facebook Live on the City of Opa-locka page

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2868 or email at jflores@opalockafl.gov.

APPROVAL OF MINUTES

CITYOF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

VIRTUAL WORKSHOP (COVID-19)

Thursday, May 21, 2020

5:30 P.M.

1. WELCOME/OPENING REMARKS:

Mayor Matthew Pigatt called the Virtual Workshop to order at 5:30 p.m. on Thursday, May 21, 2020.

Pursuant to Executive Order No. 20-69, issued by the office of the Governor Ron DeSantis on March 20, 2020, municipalities may conduct meetings of their governing boards without having a quorum of its members present physically or at any specific location, and utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5) (b) 2, Florida Statutes.

An opportunity was given to the public to email the City Clerk prior to the Commission Meeting with any questions/comments/concerns on items to be heard at this evening’s Workshop Meeting agenda. This meeting is being streamed live at <https://www.youtube.com/user/CityofOpalocka>.

Since this is a virtual meeting as authorized by the Governor of the state of Florida, again, members of the public wishing to address the commission have been offered the opportunity to do so. Public comments will be included as part of the public record for this virtual meeting and will be considered by the City commission prior to any action taken.

2. ROLL CALL:

The members of the City Commission appearing remotely were: Mayor Matthew Pigatt, Vice Mayor Chris Davis, Commissioner Sherelean Bass, Commissioner Joseph L. Kelley, and Commissioner Alvin Burke. Also appearing remotely were: City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb, City Manager John E. Pate, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT:

City Clerk announced the protocols for public participation at City of Opa-locka virtual meetings.

Gary Johnson, tenant president from Glorieta Gardens expressed his concerns regarding the City of Opa-locka curfew passed and enforced by the City. He stated the curfew was a violation of the resident's rights and was not in accordance with the Governor's concerns. He stated the Governor's law was to social distance, but the City has deviated from that.

Mayor Pigatt thanked Mr. Johnson for his comment and encouraged residents to send in their concerns.

6. DISCUSSION ITEM:

City's Response to the Coronavirus Disease 2019 (COVID-19)

Mayor Pigatt requested City Manager Pate provide an updated report on the City's response to COVID-19.

City Manager Pate reported that the City opened a COVID-19 testing site. The site was starting slow with average daily tests of 80-90 individuals while the testing site had a capacity of 200. He asserted that the State and the County were both covering the expenses of the testing site. He reported issues with regards to logistics and advertisement, both expenses which were reimbursable via FEMA. He advised that Ms. Modkins, Public Relations and Marketing, will be giving a full report in regards to advertisement. He went on to say that some residents were being adamant about taking the test, which along with the increase numbers of testing sites in the area, testing quotas were not being met. He stressed the importance in persuading residents to take the test.

Ms. Jessica Modkins, Hip Rock Star Public Relation and Marketing shared her screen with a document titled PR & Marketing Report Week Ending 5/21. She reported all of the events the City had been involved in including those efforts to reach out to residents.

Vice Mayor Davis commended the work of Ms. Modkins.

Commissioner Burke thanked Ms. Modkins for her job thus far, but emphasized on the importance of reaching out to the residents in the apartment complexes who have been adamant about taking the COVID-19 test.

Ms. Modkins stated that she had a unique marketing plan for those particular residents and she will be presenting that strategy to the Commission shortly after.

Mayor Pigatt appreciated and commended Ms. Modkins results thus far. He stressed the importance of educating residents in getting tested. He acknowledged Commissioner Burke's concern about reaching out to those apartment complexes to inform residents about testing. He further urged the residents of Opa-locka to get tested.

City Manager Pate discussed additional restrictions of businesses operating based on the re-opening plan published by Miami-Dade County. Guidelines on the New Norm will be executed at the upcoming Miami-Dade County Meeting. He asked the Commission to provide their input as it relates to the city following Miami-Dade County's order.

Mayor Pigatt said he was in favor of discussing the item briefly since there is a scheduled Special Commission Meeting that will be addressing the this item.

Commissioner Bass reserved her comments to the special commission meeting.

Commissioner Kelley asked for clarification on the County's order.

City Manager Pate stated that it was necessary to wait for additional data to avoid shutting down industrial businesses.

Although Commissioner Kelley understood what the City Manager was saying, he said he wanted this workshop discussion to focus on the masks and testing.

Commissioner Burke asked if the City Manager needed another week before implementing the County's order.

City Manager Pate explained that that the County's order would cause businesses in the City to be shut down and he wanted to make sure the City was willing to do that and if that was even necessary. He mentioned various actions the City could take to address this issue.

Commissioner Bass requested an update on the latest numbers of COVID-19 cases.

City Manager Pate said it was at 300.

Commissioner Kelley requested more information on the financial reporting as it related to COVID-19.

Mayor Pigatt requested an update on the finances and expenditures regarding COVID-19, the overall financial picture and the funds available to tackle the crisis. He also requested an update on the parks and recreation events, including online events for children.

He further stated that he wanted to discuss the Mask Ordinance and those changes discussed in a prior meeting.

Robert Anathan, Budget Director for the City of Opa-locka reported that the City acquired 36,000 masks for \$23,000, the thermal sensors cost \$10,000.00 and police overtime was much lower compared to the first two weeks of the crisis, however, he expects another \$10,000. He added all of the sums and the prior expenses of \$131,000.00 for a new total of roughly \$175,000 which 75% were reimbursable by FEMA.

Gerri Lazarre, Financial Consultant for the City of Opa-locka reported an estimated \$177,668.10 in expenses for administrative overtime and the police estimates were \$75,718.5 for a total of \$253,387.15 in personnel cost related to COVID-19.

Commissioner Kelley requested City Manager Pate to provide a written report with the numbers previously given by Ms. Lazarre.

Mr. Anathan stated that the staggered employee overtimes were not incremental to the city, while it may be a loss on productivity.

Mayor Pigatt commended Ms. Lazarre for the audits completed in 18 months. He also thanked Mr. Anathan for the clear financial picture. He requested an update on the call center, calling infrastructure and recreation engagement.

Nelson Rodriguez, Director of Information Technology for the City of Opa-locka said he was waiting on the State to approve the resolution on the call center to start the project. However, the details have been analyzed and he is prepared to move forth with this project upon State approval.

Mayor Pigatt requested an update on the Parks & Recreation Department.

Charles Brown, Parks and Recreation Director for the City of Opa-locka said that the Summer Program was in Phase I. He explained the number of youth that could be accommodated at the parks facilities while following social distancing guidelines. He expressed his concerns about the restrooms and the spread of COVID-19. As it relates to the seniors, he advised that the city would only accommodate approximately ten (10) seniors at a time.

Commissioner Bass asked Mr. Brown what was the ratio of kids to staff.

Mr. Brown said it would be approximately 1 to 10 to maintain 6 feet apart.

Commissioner Kelley suggested moving the discussion regarding parks and recreation to the next meeting as he had a large number of questions that would take some time and the current 10 minutes limit of the meeting could have been an obstacle for the rest of the discussion.

City Manager Pate requested City Clerk Flores to add the discussion to the agenda for the next meeting.

Mayor Pigatt agreed parks and recreation required a longer discussion. He stated he was hesitant to have children being in an enclosed space taking into consideration that schools had not figured out a plan as of yet. He said he would like to have guidelines in writing before moving forward with any in-person recreational activities. He asked if there was anything to be discussed relating to the mask mandate.

City Manager Pate stated the mask ordinance was put on the agenda for the meeting on next Thursday.

City Clerk Flores stated it was on the agenda for June 4 instead of the following Thursday.

Mayor Pigatt expressed his concerns relating to the curfew enforcement information presented about twenty-nine (29) arrests and four (4) notices to appear.

Chief James Dobson, Opa-locka Police Department reported that there were neither arrests nor notices to appear in the last week. He reported only one (1) business was not in compliance for failure to enforce face coverings, for which the business was closed.

Commissioner Kelley shared his concerns about police officers going from one extreme to another. He stated he received complaints about curfew and social distancing and he is concerned that there were no warnings given out.

Vice Mayor Davis reserved his time to allow the City Manager to respond.

City Manager Pate said he had not directed the police department to not enforce the curfew. At the very least, they could have given out promises to appear. However, that would be up to the discretion of the officer and supervisors as to whether to arrest or cite the offender with a notice to appear.

Vice Mayor Davis stated the policy seemed to be correct, but enforcement needed to be addressed.

Mayor Pigatt concluded the meeting as there was a special commission meeting at 6:30 pm.

7. ADJOURN:

There being no further business to come before the City Commission, it was moved by Commissioner Burke, seconded by Vice Mayor Davis to adjourn the virtual workshop at 6:30 p.m.

Matthew A. Pigatt
Mayor

ATTEST:

Joanna Flores
City Clerk

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING

December 9, 2020

7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew A. Pigatt called the meeting to order at 7:00 p.m. on Wednesday, December 9, 2020 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Alvin E. Burke, Commissioner Chris Davis, Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Also in attendance were: Assistant City Manager George Ellis, City Attorney Burnadette Norris-Weeks and City Clerk Joanna Flores. City Manager John E. Pate was not in attendance.

3. INVOCATION:

The Invocation was delivered by Commissioner John H. Taylor Jr.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):

Vice Mayor Williams pulled agenda item 13-2 and Commissioner Burke pulled agenda item 13-1.

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to approve the Consent Agenda (agenda items 13-3, 13-4, and 13-5).

Mayor Pigatt provided a brief explanation of agenda item 13-3 for grant writing services and the importance of having a grant writer for the city.

There being no further discussion, the motion passed by a 5-0 vote.

Commissioner Burke	Yes
Commissioner Davis	Yes

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

7. APPROVAL OF AGENDA:

Request to amend the agenda to include item 14-1:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 WITH THE AUDITING FIRM ANTHONY BRUNSON, P.A. FOR EMERGENCY COMPLETION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above was read into the record by Attorney Norris-Weeks.

Gerri Lazarre, Financial Consultant for the City of Opa-locka came forward at the request of Assistant City Manager Ellis and stated the reason the city is requesting to bypass a competitive process and select Anthony Brunson, P.A. is because the city received a letter from the State of Florida Joint Legislative Audit Committee (JLAC) in October 2020 requesting that the past due audit for Fiscal Year 2019 be submitted on December 7, 2020. The city recognized it was not in a position to begin the audit, but recognized that the audit is needed. The city contacted JLAC to request additional time up until March 15, 2021 to complete the audit. Due to the short window of time to get the audit complete, the city realized a competitive process could easily take 60 through 90 days to identify a firm. There is no way the city could complete the FY2019 audit with a new firm. She said that the competitive process is a good thing and the city is hoping to go through that process for FY20 and beyond. However, in order to meet the March 15 deadline, the city needs a firm that knows the city and understands its internal controls and processes. Mr. Brunson's team performed both the 2015-2016 and 2017-2018 audits. The audit fee is \$65,000.00, but in light of what's going on with the city, she believes that a competitive process would gear them around the same number and that is why the recommendation is to go with Mr. Brunson.

It was moved by Commissioner Burke, seconded by Commissioner Davis to amend the agenda to include agenda item 14-1.

Mayor Pigatt stated that the Audit Committee did move, in their advisory capacity, to approve this item before them today.

There being no further discussion the motion to amend the agenda passed by a 5-0 vote.

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes

Mayor Pigatt Yes

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to approve the agenda.

There being no discussion, the motion passed by a 5-0 vote.

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

Clerk Flores stated the protocols for virtual participation at city commission meetings.

1. Natasha Ervin of 670 Dunad Avenue, Opa-locka, Florida appeared before the City Commission and thanked Top Notch and A-1 Auto Solutions for purchasing 500 turkeys to feed the Opa-locka community and 99 Jamz for donating masks. She said it has been years and she is so grateful for Truly Local Cares for partnering with the Opa-locka Booster Club and providing 1,000 food boxes to the residents. She personally thanked Commissioner Burke for seeing the need and acting on it. She further thanked both Vice Mayor Williams and Commissioner Taylor for their support.

As the Booster Club President, a community based organization, she said she looked forward to working with each and every one of them. She announced that the Drive Thru Christmas Drive is scheduled for 10:00 a.m. on Saturday, December 19, 2020 at the Opa-locka Methodist Church.

2. Audrey Dominguez of 1147 Jann Avenue, Opa-locka, Florida, came forward and thanked Commissioner Burke for dropping off applications for the Gift Card program which she was able to distribute to her neighbors and the Royal Palms residents. The only thing is that she didn't see the applications in Spanish. She reminded the Commission that Opa-locka is a diverse community and they are united in this.

She further stated that she noticed 15 vacancies on the city boards and she got excited because perhaps she would get selected this time. She said she submitted an application last year and never

heard back from anyone which is why she submitted another board application and hopefully she would get chosen to serve.

3. Brian Dennis of 821 NW 54th Street, Miami, Florida, expressed his concerns relating to the City Manager's contract, the amount of money being paid to someone that is not staff and having a firm doing a job that somebody else was doing.

4. Dorothy Johnson appeared before the City Commission on behalf of the 305 Coalition and voiced her concern relating to members of the community observing voter irregularities during the most recent election.

5. Clerk Flores read into the record a public comment submitted via email by Michele Henney of 10640 Paris Street, Cooper City, Florida who expressed concerns relating to the City Manager threatening her because of her comments relating to the city's finance department.

Mayor Pigatt interrupted Clerk Flores from reading the public comment and asked the City Attorney if the comment was in violation of the city's decorum policy.

Attorney Norris-Weeks said the comment would probably fall more in line with Freedom of Speech and if it gets to a point where the individual is cursing then the Mayor may consider at that point stopping the public comment. However, so long as the individual is just stating her position on the issue, the Mayor should air on the side of the First Amendment right.

Mayor Pigatt directed the City Clerk to proceed with the public comment.

Clerk Flores proceeded with the public comment from Michele Henney in which she further voices her concern relating to the amount of money the city has paid the financial consultant and the number of Finance employees who have quit so far under Ms. Lazarre.

6. Antwan Thomas of 13724 NW 23rd Avenue, Opa-locka, Florida came forward and expressed his concerns relating to the flooding in his area which he'd hope the city would solve soon.

Commissioner Burke said he heard the concerns from Mr. Thomas before and this is the reason he has a problem with the city spending money on the Glorietta Apartments for flooding when there are homeowners in the city, who pay taxes, that the city cannot do anything for. It is not right to take the taxpayers money to use on private property. He said there has been a flooding problem in that area for years, just like it has been a problem in Glorietta for years, but the owners of Glorietta receive Millions of Dollars monthly from HUD.

In response to Ms. Dominguez's concern, Commissioner Davis said that an internal conversation had taken place to ensure the CARES Act applications are translated in all three languages (Spanish, English, and Creole).

Vice Mayor Williams said that the applications are available online and at the city parks in English, Spanish and Creole.

Commissioner Burke advised that the CARES Act applications were only available in English last month and when he questioned it, he was told that they could only be printed in English. After contacting Ms. Modkins, she went to work right away to make sure the applications were available in English, Spanish and Creole. He stated to Ms. Dominguez that he had some Spanish applications for her.

Mayor Pigatt stated that the housing and grocery assistance programs are very near and dear to this Commission. Commissioner Davis lead the charge in making sure the city secures the funding for its residents. As mentioned by the citizen, yes the first round, like all across the county, applications were in English, but it was voiced by almost everyone on the dais to ensure that applications are available to our residents in Spanish and Creole. As evident on the city's social media platforms, the city continues to make sure the messages are in all three languages so that all residents are included in this government.

As it relates to the concern about the flooding, he stated that this was one of the city's four major challenges. The city declared a flooding emergency last year and has secured a group of contractors to conduct a city-wide assessment of the flooding. The assessment is currently in progress so that the city can move forth in prioritizing projects across the City of Opa-locka. The city is addressing this matter and has allocated Millions of Dollars over the next five years to address it. He encouraged the resident to reach out to the Public Works Department and the City Commission to receive updates and to hold them accountable as a Government to ensure this is addressed. This is one of the duties as a Government to leverage tax dollars to make sure the residents are living and working in a safe and sanitary environment.

12. ACTION ITEMS (items from consent agenda pull list):

1. (13-1) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PROVIDING FOR A UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR STORMWATER SERVICES; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY TO PLACE THE CITY'S PROPOSED NON-AD VALOREM ASSESSMENTS ON THE COUNTY TAX BILL; PROVIDING FOR INCORPORATION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to pass the resolution.

Robert Anathan, Budget Administrator for the City of Opa-locka came forward and explained the above resolution and the financial impact it would have on residential and commercial property owners.

Commissioner Burke stated that there are still a lot of elderly residents living in the city who are on a fixed income who may find it easier to pay a monthly fee than paying it on their taxes at the end of their year.

Mayor Pigatt expressed his full support for this item and thanked staff for bringing this item forth. As was mentioned during citizens' forum, flooding is a major issue and the city has to pull out all the cards to address it. In reviewing the cover memo, he noticed that almost half the properties in Opa-locka did not pay their fair share of improving the storm water drainage system. This is over a Million Dollars in lost revenue that the city could apply to addressing the flooding throughout the City of Opa-locka. This resolution will make sure that everyone pays their fair share which would allow the city to make the investment towards improvements.

There being no further discussion, the motion passed by a 4-1 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	No
Mayor Pigatt	Yes

2. (13-2) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES TERM CONTRACT 43230000-15-02 FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES RELATED TO LICENSING AND MIGRATION OF MICROSOFT EXCHANGE DATA FROM ON-PREMISE SERVERS TO THE OFFICE 365 GOVERNMENT CLOUD TO BE PERFORMED BY SHI INTERNATIONAL CORP., IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, SEVEN HUNDRED THIRTY-ONE DOLLARS AND FIFTEEN CENTS (\$43,731.15); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Burke, seconded by Commissioner Taylor to pass the resolution.

Nelson Rodriguez, Information Technology Director for the City of Opa-locka came forward and explained that this item would allow for the migration of Microsoft exchange data from on premise servers located at City Hall to the Office 365 government cloud. Most importantly, one of the initiatives that they were tasked for Fiscal Year 2021 was to increase collaboration between departments throughout the city. Before Zoom was a popular thing, Microsoft Teams kind of sat in the background, but now he sees that Teams would be a great addition to the suite of products currently being used for active collaboration between departments.

Vice Mayor Williams recommended that training be implemented or included in the contract.

Mr. Rodriguez advised that there are training hours included with this contract which would be supplemented with in-house training by the IT Department.

Mayor Pigatt agreed with Vice Mayor Williams and strongly encouraged that training be made a part of the contract especially if the city is going to make this investment.

Mr. Rodriguez advised that they budgeted \$50,000 for this project this year and they are way under budget. He said he could reallocate the approximately remaining \$6,000 for training, if necessary.

Mayor Pigatt said that based upon the IT Department and City Manager's assessment, he believes the Commission is in support of doing that.

There being no further discussion, the motion passed by a 5-0 vote.

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. (13-3) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF OAKLAND PARK CONTRACT #R-2017-032 WITH RMPK FUNDING, INC. FOR GRANT WRITING SERVICES AND ENTER INTO A CONTRACT WITH SAME, THROUGH SEPTEMBER 30, 2021, AS ATTACHED HERETO AS EXHIBIT "C", IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000); APPROVING A CONTRACT WITH RMPK FUNDING, INC. FOR GRANT WRITING SERVICES, PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. (13-4) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF EMERGENCY MANAGEMENT FOR REIMBURSEMENT OF EXPENSES RELATED TO THE COVID-19 PANDEMIC; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. (13-5) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND THE TOWN OF MEDLEY, FLORIDA, IN SUBSTANTIALLY THE

SAME FORM AS ATTACHED, FOR LAW ENFORCEMENT SERVICES AND RESOURCES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

Vote taken on Consent Agenda items can be viewed under Agenda Item 6 – Approval of the Consent Agenda.

14. NEW ITEMS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 WITH THE AUDITING FIRM ANTHONY BRUNSON, P.A. FOR EMERGENCY COMPLETION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Burke, seconded by Commissioner Davis to pass the resolution.

Commissioner Davis applauded staff and all those involved in putting the Audit Committee together and ultimately selecting Mr. Brunson's firm. The firm has done excellent work in the city in the completion of the audits.

Due to the nature of the city being in a financial crisis, Mayor Pigatt expressed the importance of getting FY 2019 audit completed to meet the March 15, 2021 deadline. However, he would like to make sure the next audit and all audits moving forward abide by the Code so that it goes through the RFP process and competitive bidding.

There being no further discussion, the motion passed by a 5-0 vote.

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A VARIANCE REQUEST FOR THE CONSTRUCTION AND OPERATION OF A VEHICLE CARRIER FACILITY ON THE PROPERTY LOCATED AT 2395 ALI-BABA AVENUE IDENTIFIED BY FOLIO 08-2122-002-0580, IN THE I-2

ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

Gregory Gay, Director of Planning & Community Development for the City of Opa-locka, Florida, came forward and stated that this is one of three items being presented to the Commission for Velocity Carrier Facility. This first item is for a variance to relax the minimum lot square footage requirements for this particular site. The lot is presently just under 16,000 square feet and the city's zoning code represents that the minimum lot size should be approximately 20,000 square feet. The applicant is short of that right now and in order for them to move forward with this particular application, they've requested a variance. This item went before the Planning & Zoning Board and the Planning & Zoning Board along with staff are recommending approval of this particular application.

Mayor Pigatt opened the floor for a public hearing.

Ben Fernandez, 200 S. Biscayne Boulevard, Miami, Florida, appeared on behalf of the applicant Velocity Carriers and reiterated what Mr. Gay recounted. He said this has been a long process for his client, who was present with him at the meeting. This is a small family owned business and they are car carriers. They purchased this property which is abutting the Kauff's Towing Company and it has been historically used for storage of similar types of vehicles. Unbeknownst to his client, the property, although it is platted as two separate legally platted lots, the Code's changed over the years and now there is this minimal 20,000 square foot requirement. This property falls short of that by about 7%, a few hundred feet. The applicant is following the process in place and requesting a variance to allow the business to operate legally. Simultaneously, the applicant has also presented an application to vacate the right-of-way that isn't being used. That process requires that there be a vacation which should be approved by the board. The applicant has proffered an amount which is based on the city's code section 17-48 that applies to right-of-way vacation.

He further requested that the Commission support the Planning Director's recommendation.

There being no further persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Burke, seconded by Commissioner Davis to pass the resolution.

Mayor Pigatt stated that in reviewing the site plan provided in the agenda package, the site plan calls for landscaping abutting NW 24th Avenue, however, NW 24th Avenue is currently blocked off by a wall. Is the site plan proposing to re-open the street and include landscaping in that area?

Mr. Gay advised that the purpose of the landscaping is part of the code's requirement, there has to be a certain amount of landscaping on the site itself. The property owners along with their legal team are representing what the landscaping would be at this time based on the configuration of the site. The wall is an issue that would be proffered as a part of the street right-of-way vacation. As it stands right now, they do have a minimum landscape requirements that they do need to meet as a part of this particular application.

Mayor Pigatt asked, will this landscaping plan that the Commission has before them take place with or without the vacation of 24th Court?

Mr. Gay replied, as it stands right now, yes.

There being no further discussion, the motion passed by a 5-0 vote.

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING FINAL SITE PLAN REVIEW APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A VEHICLE CARRIER FACILITY ON THE PROPERTY LOCATED AT 2395 ALI-BABA AVENUE IDENTIFIED BY FOLIO 08-2122-002-0580, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager

The above resolution was read by Attorney Norris-Weeks.

Mr. Gay stated that this is the second item to the same property with the variance. This is for the site plan and as a part of the site plan application, this is for them to be able park seven carrier vehicles on site. There will be a small office which is approximately 420 square feet for them to operate at that particular facility. As explained previously, as a part of the site plan requirements, there is a certain minimum amount of landscaping that is required to be placed on the site. They will be satisfying that as a part of this particular application. As the process moves forward and should the street right-of-way vacation take place, then they will be looking at modifications to their application as it relates to the landscaping that will be in place. This application is being recommended for approval by the Planning & Zoning and staff.

Mayor Pigatt asked, would the modifications to the site plan have to come before the Commission for approval?

Mr. Gay stated that there are several steps needed as it relates to the street right-of-way vacation which would be the replat and acquisition and that would be brought back before the Commission. If the Commission so chooses to at that time, they will have an opportunity to look at some of the other things that would relate to that.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Burke, seconded by Vice Mayor Williams to pass the resolution.

There being no discussion, the motion passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT BY VELOCITY CAR CARRIERS CORP. FOR THE CONSTRUCTION AND OPERATION OF A VEHICLE CARRIER FACILITY ON THE PROPERTY LOCATED AT 2395 ALI-BABA AVENUE IDENTIFIED BY FOLIO 08-2122-002-0580, IN THE I-2 ZONING DISTRICT; PROVIDING FOR APPROVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above resolution was read by Attorney Norris-Weeks.

Mr. Gay advised that this is the development agreement that is associated with all new development that occurs within the city. As it relates to this particular development agreement, there a few things to be addressed as a part of the development agreement: one being the application for the vacation of the right-of-way which has already been put in process and once that process has been done, the city would need to vacate the right-of-way and then there is the acquisition process. The applicant has already proffered approximately \$70,000 to acquire the right-of-way upon the vacation of it. After that has been done, then there will need to be a replatting of the alley between the two properties that are adjacent, therefore, completing it and removing the street from the city's ownership and right-of-way. This is expressed within the development agreement. There are other points that are typical development agreements which speaks to termination of time periods which the city will be working very closely with the applicant. There are other areas that speaks to the ownership of the property, design of the facility and should anything be modified then those modifications will be brought back before the Commission.

He further stated that the Planning & Zoning Board and staff recommends approval of the development agreement.

Commissioner Burke asked if the development agreement included a timeline for the construction to begin and if the construction doesn't start within that timeline, would it need to come back before the Commission.

Mr. Gay referred to section 9 (p) of the development agreement which included typical language that states the building permits must be secured within 180 days and construction must start within 270 days of the application. He said he doesn't have a completion date because the only construction to take place is the small office building and he doesn't foresee that taking a significant amount of time.

He further stated that there is also language that allows the City Manager to grant additional time should there be any delays in processing beyond the applicants control.

Realizing that this would be a small building being constructed, Commissioner Davis asked if this development is in anyway reflective of the city's Moorish architecture.

Mr. Gay said that the Moorish architecture designs is usually reflected in the city's commercial areas and it is a little more relaxed in the industrial areas. If it was a major development, the city would take that into consideration, but because it is a small office building, they are not taking that into consideration at this time.

Mayor Pigatt asked if he understood correctly that this development agreement takes into consideration the vacation of the land.

Mr. Gay said that was one of the steps to be included in the development agreement in order for the project to move forward. The applicant would have to do the application for the vacation which has already been proffered and is a part of the agenda.

Mayor Pigatt said he wanted to make sure that this development agreement and the vacation of the land are two separate items. He knows the vacation of the right-of-way is on the agenda, but Mr. Gay mentioned it during his presentation of this item for the development agreement and he is not seeing that upon his review. He reiterated that he wanted to make sure that he wasn't missing anything and that there are two separate items.

Mr. Gay said that is was not necessarily in the development agreement, but it was in the spirit of what the development agreement would like to achieve.

Mayor Pigatt opened the floor for a public hearing.

Ben Fernandez, 200 S. Biscayne Boulevard, Miami, Florida, appeared on behalf of the applicant Velocity Carriers and stated that the Mayor is correct that the development agreement is separate from the closure, but they are related in that once the closure is approved, the closure requires additional steps. First is the vacation, which hopefully the Commission will approve tonight and then the actual reversion of the land into the property takes place through the platting process. At that point, the development agreement is designed to recognize the phasing which is why the recommendation talks about the phasing of the project. It would initially operate based on the square footage owned today which is less than 20,000. Once the street is closed then the 20,000 is there and they comply with the code. The site plan can be revisited and modified, if necessary.

There being no further persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Burke, seconded by Commissioner Davis to pass the above resolution.

Mayor Pigatt stated that he is in support of the site plan and development agreement as he sees it at the moment. The additional related item will be discussed at the proper time on the agenda.

There being no further discussion, the motion passed by a 5-0 vote.

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Davis	Yes
Commissioner Burke	Yes
Mayor Pigatt	Yes

Mayor Pigatt acknowledged the newly elected Miami-Dade County Commissioner District 1, Mr. Oliver Gilbert.

Newly elected Miami-Dade County Commissioner Oliver Gilbert, District 1, came forward and said he looked forward to working with the City of Opa-locka.

B. APPEAL(S):

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING AND REPLACING, IN ENTIRETY, ARTICLE IV OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "STORMWATER UTILITY", SPECIFICALLY AMENDING SECTIONS 21-190 THROUGH 21-196; CREATING NEW SECTIONS 21-197 THROUGH 20-203; PROVIDING FOR INTENT; CONSTRUCTION; DEFINITIONS; UTILITY ESTABLISHMENT; CUSTOMER BASE; UTILITY CATEGORIES; FEE SCHEDULE AND PAYMENT; EXEMPTIONS; STORMWATER UTILITY ENTERPRISE FUNDS; REQUEST FOR ADJUSTMENT; PROHIBITIONS; PERMITS, PLAN REVIEWS, INSPECTIONS AND ADMINISTRATIVE FEES; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Davis, seconded by Commissioner Taylor to pass the ordinance on first reading.

Robert Anathan, Budget Administrator for the City of Opa-locka explained that this is the enabling legislation that allows the city to do what was discussed before under the storm water resolution in terms of placing the storm water utility on the property tax bill.

Commissioner Taylor asked if the residents will be educated in terms of the storm water utility fee.

Mr. Anathan advised that there is a hearing scheduled between now and September. As part of the hearing process, all property owners will be notified and in that there will be an explanation and justification.

There being no further discussion, the motion passed by a 4-1 vote.

Commissioner Burke	No
Commissioner Taylor	Yes
Commissioner Davis	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A RIGHT OF WAY VACATION (NW 24th AVENEUE) REQUEST APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A VEHICLE CARRIER FACILITY ON THE PROPERTY LOCATED AT 2395 ALI-BABA AVENUE IDENTIFIED BY FOLIO 08-2122-002-0580, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Burke, seconded by Commissioner Davis for discussion.

Mr. Gay stated that this is the item to vacate the right-of-way on NW 24th Avenue and Ali-baba Avenue that was discussed previously. The applicant was in a hardship with the size of their lot and this particular right-of-way is adjacent to their property. The applicant is looking at this as an opportunity to correct some of the things that have been done in the past. As some of you may have driven by the site, you would've notice that there is a wall that pretty much closes off the roadway. He said he doesn't know how that wall got there but the property is still recognized on the city's plat map as a street right-of-way. The applicant wishes to acquire this particular property, they have proffered an amount to acquire the property, and in essence they want to replat it, therefore, making their lot size larger and being able to accommodate their operation at the correct minimal lot square size for this particular site.

He further said that this item is being brought before the Commission and staff is recommending approval for this vacation of the right-of-way.

Commissioner Burke asked, does the city have no use for this property that it is vacating?

Mr. Gay explained that this is a street that is approximately 150 feet and it is not a thru street, it actually dead ends on another property.

Mayor Pigatt expressed his concerns about vacating this property and asked if the property is currently being utilized.

Mr. Gay said that the property has been utilized in the past, but presently it is not being utilized.

Mayor Pigatt stated that when he drove by the property it appears as one big property. He asked for Mr. Gay to explain how they are not utilizing it if it is one big property?

Mr. Gay stated that years ago before the applicant obtained the property, it appeared as if Kauff's and the previous owner of the site may have been utilizing the right-of-way. Once the city determined that there was a street right-of-way, they requested Code Enforcement to go out and take the necessary actions to let them know that was still a public right-of-way and it could not be utilized for private use.

As it relates to the amount offered for the right-of-way, Mayor Pigatt asked, how was that determined? He asked if there was a public assessment conducted by the city on that land.

Mr. Gay advised that there was not a public assessment done. The city did a ball park analysis to basically determine what the square footage would be and looking at the values of the properties that are adjacent to and pretty much made a determination of what the potential fair market value would be for this particular site. As the applicant explained, when the applicant purchased the property they purchased it at a particular cost per square footage so they looked at the same or similar cost per square foot to determine what the cost would be to acquire the street right-of-way.

Mayor Pigatt asked, so why doesn't the city do an assessment to make sure they are getting fair market price for the property.

Mr. Gay said it could be done, but that would be a cost to the city. He doesn't know what it would cost to do an appraisal for a street right-of-way that has not necessarily been approved to be developed as land at some point in time so they did not take that particular action.

Mayor Pigatt recalled other instances where the city vacated right-of-ways and it had to go through some kind of assessment. He asked, what's the difference between the previous property and this property?

Mr. Gay said that the item being reference by the Mayor was paid by the applicant as part of the process and the city did not incur any cost to determine whether it was fair market value.

Mayor Pigatt said he was concerned that there was not an assessment done to make sure the city received fair market value for the property and therefore was uncomfortable in moving forth with this item. He said he could not support the item without having done an assessment.

Commissioner Davis asked for clarification on the process since this would probably be considered as surplus because the city doesn't have any use for it, it's public, it is not on the tax roll and the city doesn't receive any sort of income.

Mr. Gay explained that the first step is the vacation of the right-of-way and that requires two readings because it is done by ordinance. Once that is done, then staff would come back to the Commission and proffer legislation for the property to be declared as surplus. Upon the property being declared as surplus, then the city would be able to entertain the offer that is being made by the applicant for the acquisition of the property.

Commissioner Davis said that historically speaking the city has always had surplus property appraised and he is having a hard time in understanding why this hasn't occurred in this particular instance.

Mr. Gay said that in his five year with the city and dealing with surplus properties, the city had not had the surplus properties appraised. The city has always done a ball park estimate based on the value of the properties that were adjacent.

Commissioner Davis said that the original calculation is not based on the current market value and it is not fair to the residents of Opa-locka to give property away or anything short of that given the growth that they are heading as a community.

Mr. Gay said that in past interactions with property transactions, on the last one, there was an appraisal that was done by the applicant who was looking to acquire the property. When they did the appraisal, when the appraisal came back, it came back at lower than the offering price and the city went with the offering price anyway. He stated that he wanted to bring this to their attention so as they add on additional requests and conditions, that is something that can play into what the actual acquisition cost may be.

Mayor Pigatt said he was uncomfortable with this item at the moment. Based upon the information he has before him and what he has heard so far, he cannot quantify the value of that land at \$70,000. Also, the impact of easements, utilities and things of that nature have not been analyzed. He requested that this item be deferred until that information is made available.

He said it is the City Manager's call on the deferment, but these are his thoughts on this item.

Mr. Fernandez conveyed to the Commission what the code requires. He said that Section 17-48 of the city code requires that the city takes the average of the market value and the assessed value and that is what the petitioner is supposed to pay. He pointed out that his client purchased the property a year ago and to his knowledge there hasn't been any significant changes in property values.

Mayor Pigatt said he was not comfortable with the item and could not support it at this time.

Vice Mayor Williams requested that this item be deferred to allow the Commission the opportunity to receive additional information.

Commissioner Davis requested that the item be deferred because he could not support the item as is.

Due to the wishes of the Commission, Assistant City Manager George Ellis deferred the item.

Mayor Pigatt announced that the item is deferred indefinitely until it is brought back.

Commissioner Burke left the meeting.

3. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, APPROVING TO CLOSE, VACATE AND ABANDON THE UNDEVELOPED STREET LOCATED BETWEEN THE PARCEL AT 1990 ALI BABA AVENUE, FOLIO 08-2122-003-2210 AND THE PARCEL IDENTIFIED BY FOLIO 08-2122-003-2200 PURSUANT TO ORDINANCE 14-02, FOR THE DEVELOPMENT OF A RESIDENTIAL USE OF THIS PARCEL IN THE B-O ZONING DISTRICT AND WITHIN THE CORRIDOR MIXED USE OVERLAY DISTRICT; PROVIDING FOR APPROVAL; PROVIDING FOR SCRIVENER' S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

Gregory Gay, Director of Planning & Community Development for the city came forward and said that this was an application for the vacation of a right-of-way which is at approximately 20th Avenue and Ali-baba Avenue. This is a property that exists on the city's plat map, but when you drive-by, it is a well-manicured grass lot. This is a property that was identified by staff as part of a settlement agreement, therefore, the city needs to go through this particular process in order to do the vacation of the right-of-way, declare as surplus, and then be proffered as a part of a legal settlement.

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to pass the above ordinance.

Attorney Norris-Weeks reiterated that this item is a part of a settlement agreement that was approved by the Commission previously.

There being no further discussion, the motion passed by a 3-1 vote.

Commissioner Burke	Not present
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	No

4. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT (EXHIBIT "A") WITH MORRISON VIP HEALTHCARE, INC. TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to pass the above ordinance.

Sha'mecca Lawson, Executive Assistant to the City Manager explained that this item is for a two year lease agreement between the City of Opa-locka and Morrison Healthcare. This particular space has been vacant since July 2017. The city received numerous inquiries about the space, but the concern has always been that the space is too large and the city feels dividing the space could attract more tenants. The city has been in negotiations with the proposed tenants since October 2020 up until now when both parties have reached an agreement. The tenants will need to make alterations to the space, however, nothing will be done without prior city approval. Once the lease is up, it will be the tenant's responsibility to restore the area back to its original condition. This lease will generate \$30,500 to the Town Center line item.

She further stated that currently the city doesn't have a property manager and the City Manager's Office has been assuming those responsibilities. The city will be issuing an RFP for a property manager within the next 60 days in accordance with the 99 findings.

Manager Pigatt thanked Ms. Lawson for bringing up the fact that this is part of the 99 findings and that the city does not have a property manager. He said he is concerned about the city taking the role and responsibility of selecting and negotiating lease agreements. He said he was not comfortable with this and every other lease agreement for the Town Center One property that has come before this Commission has had challenges. He believes the city needs to ensure it has a property manager that can solicit a mix of tenants and ensure the property is being managed to its highest and best use.

He further said that at the moment he is not in favor of any lease agreement executed by the city until there is a property manager. He said he likes the fact that Morrison VIP Healthcare is interested and he would love to have them as a tenant of this property, however, he wants to make sure the city has a property manager and abides by the operational finding.

Mayor Pigatt said he could not support this item at this time and recommended that it be deferred until a property manager is in place.

Assistant Manager Ellis advised that the City Manager has assumed those responsibilities. There are seven vacancies in the building and he doesn't think any of them would be long term at this time. The City Manager has negotiated this lease with the proposed tenant and he believes that the City Commission should move forth with this item.

Mayor Pigatt reiterated his concerns as it relates to this lease agreement and further stated that this is an operational finding.

Since it appears that the Assistant City Manager is not clear on this item, Vice Mayor Williams suggested that the item be deferred to allow the City Manager to provide insight on his item. She shared the same concern as the Mayor in terms of building a wall and in two years tearing it down.

Commissioner Davis shared the Mayor's sentiments and said that he believes they all advocated for Town Center to be rented out up to capacity for some time now. As they may know, that building was to pay for itself and it is underutilized. He said he was not in favor of moving forth with this item without having the proper layers of authority, regulations and full-time property manager. Given the mistakes of the past, he said he did not feel comfortable moving forward and therefore, he supports Vice Mayor's deferral of the item.

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to defer the item until the City Manager could provide additional insight on this item.

There being no further discussion, the motion to defer the item passed by a 4-0 vote.

Vice Mayor Williams	Yes
Commissioner Burke	Not present
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

5. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REPEALING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES, IN ITS ENTIRETY, CREATING A NEW CHAPTER TO INCLUDE DEFINITION OF TERMS; PROVIDING FOR THE REGULATION OF BURGLAR ALARMS; PENALTIES AND FEES FOR NON-COMPLIANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing was closed.

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to pass the ordinance on first reading.

Lt. Nikeya Jenkins of the Opa-locka Police Department came forward and advised that this ordinance is basically to update the city's false alarm program to implement penalties and fees for non-compliance due to excessive false alarms which have placed a burden on the police department.

Mayor Pigatt said that in looking at the fee schedule for the first false alarm there is no charge. However, in reviewing the sections, it reads "within 90 days of implementing this ordinance, everyone must have registered". He said he is concerned that if this ordinance is passed, there will be residents that were not aware of this registration fee and if they have a false alarm someone can legally cite them without them even knowing because it's been 90 days. He asked that consideration be made to include a provision to allow for a warning followed by them having to pay within 30 days of that warning.

Lt. Jenkins said that there is no charge for the first false alarm so it is her opinion that that is a warning in regards to the false alarm. She said that the vendor Cry Wolf will reach out to everyone who currently has an alarm and they will provide that notification. She said that everyone will have ample time to register.

Mayor Pigatt further expressed his concerns relating to the time frame to come into compliance upon the adoption of this ordinance. He said he just wants to make sure there is some type of warning because his main concern is the initial registration period.

He went on to say that he is more than happy to move this item forward, but he would like to see this ordinance amended during second reading to address his concern.

Lt. Jenkins assured the Commission that the vendor Cry Wolf will send out the notifications immediately upon adoption of this ordinance and that everyone will have ample time to register.

There being no further discussion, the motion passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Not present
Mayor Pigatt	Yes

6. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE 1.5 ENTITLED "CODE OF ETHICS; CONFLICT OF INTEREST" SECTION 2-14 ENTITLED "ORIENTATION OF ELECTED OFFICIALS" TO INCLUDE TRAINING ON THE ROLES AND RESPONSIBILITIES OF APPOINTED OFFICIALS; PARLIAMENTARY PROCEDURE; A REVIEW OF THE CITY'S STRATEGIC PLAN; PREPARATION OF AN ACCOUNTABILITY PLAN FOR CITY MANAGER FOR THE UPCOMING YEAR AND A REVIEW OF MAJOR CHALLENGES FACING THE CITY IN A WORKSHOP SETTING; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Pigatt*

The above ordinance was ready by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to pass the ordinance on first reading.

Mayor Pigatt explained that he proposed this item to ensure that all elected officials for the city receive an orientation, update on the status of the city, and be a part of a strategic plan so that their ideas can be moved forward. This is something that he would love the newly elected officials weigh in on as it relates to the recitals to make sure it covers everything they believe is necessary. He said he just wanted to make sure they are prepared and are very educated as elected officials here in the City of Opa-locka to be able to come in and serve as effectively and efficiently as possible.

Commissioner Davis said that when this item was first proposed by the Mayor under Future Agenda Items, he thought it was a great idea. He said it is one thing to be elected to office and then it's another thing for them to understand the roles and responsibilities that are ultimately required of them. This would provide the first step in creating that sustainable long-term infrastructure here in the city. He thanked the Mayor for sponsoring this item and said he would hope this would impact future generations to come be it those who run for office in our community being more informed and effective elected officials.

Vice Mayor Williams piggybacked on Commissioner Davis and expressed her appreciation to the sponsor of this ordinance for newly elected officials which is definitely in line with building the bench and keeping everyone aware and abreast of the future because Opa-locka is our future. In terms of strategic planning, she said that strategic planning was on the agenda for today, however, she would like to see a thorough strategic planning meeting or workshop so that the elected officials and not just the City Manager's office can share their goals, ideas and strategies so that they are also in line with the City Manager.

Commissioner Taylor agreed with his colleague as it related to strategic planning and asked if there was a timeline associated with the ordinance.

Attorney Norris-Weeks advised that the existing language in the code reads "upon request, newly elected members of the city commission shall receive a structural orientation on city government from the city administrator and city attorney within ten business days of the administration of the oath of office". In terms of the language that's added by the Mayor, basically they can add a reasonable period of time.

Mayor Pigatt said that ideally he would have liked for all this to take place prior to the newly elected official's attendance at their first meeting, but that was not accomplished based on what

he's heard, so he would like this done as soon as possible. And not only the City Manager, but the City Attorney to give a thorough review of all legal matters. Those things would be very important to learn as they become elected officials.

He further stated that if he was to put a timeframe, he would probably say within 10 business days to do the orientation at maximum.

Attorney Norris-Weeks advised that the legal matters are never done in public, but she will have additional conversations with both of the newly elected officials. She asked, does the Mayor want all of it to take place within 10 days?

Mayor Pigatt proposed that orientation be held within 10 business days and strategic planning within 20 business days. He said that he wants to make sure all elected officials ideas are a part of the State of the City Address and aware of the city's strategic plan is moving forward.

He further stated that he will be discussing under Future Agenda Items an annual review of departments in preparation for the State of the City Address.

Assistant Manager Ellis said that 30 days would be more realistic.

Attorney Norris-Weeks agreed with the Assistant City Manager and said that some training and orientation can certainly take place within the 10 day period, but this is a lot of stuff so if you're going to be realistic and not totally stress people out, then there should probably be a longer period of time.

Mayor Pigatt asked, if the Manager's recommendation is 30 days or 30 business days?

Assistant Manager Ellis replied, 30 business days.

Vice Mayor Williams said that moving forward, if staff knows there is an election in two years, it gives ample amount of time to map out and plan at least for the most part a viable orientation. She said that 20 days should be, at most, the max to incorporate an orientation as well as the strategic planning.

Mayor Pigatt made a friendly amendment to Section 2-14 (i) that all training shall take place in a workshop setting to be scheduled by the City Clerk within 20 business days from taking the oath of office.

Attorney Norris-Weeks said that the 10 days language will be deleted so that it is clear that all training is to take place, based on the Mayor's amendment, within 20 business days.

Mayor Pigatt said that there are two things, on one hand the city administrator and City Attorney are speaking with each of the elected officials, that's not in a public setting, it's just them sitting down to go through information. The other one is the opportunity to do it in a public setting so that the rest of the Commission can hear what the roles and responsibilities are.

Attorney Norris-Weeks said she could add some language that makes it clear that it is individually with the commissioner because right now it doesn't specify whether public or private.

Mayor Pigatt suggested that the City Attorney propose that language and bring it forth for discussion at second reading.

There being no further discussion, the motion passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Not present
Mayor Pigatt	Yes

B. SECOND READING ORDINANCE(S)/PUBLIC HEARING(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY'S PROPOSED GENERAL OPERATING AND TAX INCREMENT FUND BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 AS SET FORTH IN EXHIBIT "A"; DIRECTING THE EXECUTIVE DIRECTOR TO TRANSMIT A COPY OF SAID BUDGET TO THE CITY OF OPA-LOCKA AND MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE (FIRST READING/PUBLIC HEARING HELD ON NOVEMBER 19, 2020). *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing. There being no persons to speak on the public hearing, the public hearing was closed.

Gregory Gay, Manager for the City of Opa-locka Community Redevelopment Agency (CRA) came forward and stated that this is a procedural item that is required as a part of the interlocal agreement between the City of Opa-locka CRA and Miami-Dade County. It does require that the Commission approve the budget for the CRA. The CRA has already approved this particular budget and this would allow for the transmittal of the CRA budget to Miami-Dade County for their review process.

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to pass the ordinance on second reading.

There being no discussion, the motion passed by a 4-0 vote.

Commissioner Taylor	Yes
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Vice Mayor Williams	Yes
Commissioner Davis	Yes
Commissioner Burke	Not present
Mayor Pigatt	Yes

C. RESOLUTIONS:

17. CITY MANAGER'S REPORT:

Assistant City Manager Ellis welcome and introduced Mr. Delvin Patterson, newly hired Parks & Recreation Director for the City of Opa-locka.

Mayor Pigatt welcomed Mr. Patterson to the City of Opa-locka and said he looked forward to his service.

Assistant City Manager Ellis reported on the CARES Act funding and the distribution of gift cards.

18. OFFICIAL BOARD REPORTS:

Mayor Pigatt reported on the recent Audit Committee meeting where there were a few motions and resolutions that as an advisory capacity, they voted to pass to bring to this Commission. The first being a solicitation for the upcoming audit 2018-2019, secondly there was a motion to ensure that the notification for the Notice of the Meeting is put out in multiple languages, third a recommendation to suggest the Commission meet in a workshop setting to review the Audit Findings and lastly, the committee is recommending approval of Mr. Brunson's contract.

19. FUTURE AGENDA ITEMS:

Mayor Pigatt stated that during the last meeting he proposed an Events Policy and he would have hoped it would have come before the Commission at this meeting so that they can properly plan and prepare for all of the upcoming events including this holiday season and those in January, however, management decided to hold that to seek more suggestions.

He said that as a Commission there a few things he wants to make sure they touch upon. With this change in the City of Opa-locka, we have an opportunity to really set those changes in stone. As a part of the audit findings, there have been issues about the Charter, therefore, he proposed that the Commission call a Charter Review and start the process. He said he's been in consultation with other law schools in the surrounding area who may be able to assist. He proposed that the city move forth in calling a Charter Review Committee.

Commissioner Davis expressed his support for the Charter Review Committee and said he looked forward to the Mayor leading that process.

It was moved by Commissioner Davis, seconded by Commissioner Taylor to form a Charter Review Committee.

There being no discussion, the Future Agenda Item to form a Charter Review Committee as proposed by Mayor Pigatt was supported by a 4-0 vote.

Commissioner Burke	Not present
Vice Mayor Williams	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

In preparation for the State of the City Address, Mayor Pigatt said that for the last two times there have been some difficulty making sure there's an annual review or reports from the City Manager and everyone involved and he would like to install that as a part of the city's ordinances. Every year at the end of December or early January, he would like to have a year-end state of the city report from management and also development of an annual report for the city that can be used for the foundation of the State of the City Address. He proposed this item as an ordinance to have an annual written report and also a year-end annual report workshop.

It was moved by Commissioner Davis, seconded by Vice Mayor Williams to support the Mayor's proposal to bring back an ordinance to have an annual written report and a year-end annual report workshop for the State of the City Address.

There being no discussion, the Future Agenda Item as proposed by Mayor Pigatt was supported by a 4-0 vote.

Vice Mayor Williams	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Commissioner Burke	Not present
Mayor Pigatt	Yes

Vice Mayor Williams said she wasn't sure if this would fall under the Event's Policy, but she would like to see more media releases going out to make sure the city is constantly being exposed on print media, television media, and online.

Mayor Pigatt said that this could be a part of the Events Policy and if it is not included, then definitely Vice Mayor Williams can bring this up as a future agenda item.

20. MAYOR/COMMISSION REPORTS:

Mayor Pigatt reported that in terms of the agenda preparations, he's been meeting with the City Manager, City Clerk and City Attorney to ensure that the Commission have their agendas and trying to figure out how to have a much more efficient process. He said he is hoping that they will have something coming up pretty soon and when that does, the Commission can talk a little more about it. Also, it is very important that an Operational Audit Workshop is held since the State is due to come down for the 18 month follow-up on the Operational Audit.

He stated to the Commission to be on the lookout for the City Clerk to poll them for workshops for the State of the City Address, Operational Audit and Strategic Planning.

21. OFFICIAL BOARD APPOINTMENTS:

Clerk Flores informed the Commission that in their agenda packet is a board application submitted by Mykeshia Fenn who is interested in serving on the Historic Environmental Preservation Board, Civil Service Board or Community Relations Board.

Additionally, Audrey Dominguez submitted a board application to serve on the Planning & Zoning Board.

She further stated that per the Planning & Community Development Department, there is an urgent need to appoint members to the Planning & Zoning Board and the Historic Environmental Preservation Board.

Gregory Gay, Director of Planning & Community Development came forward and advised that the Historic Environmental Preservation Board is operated by the city, but is in danger of being under the operation of Miami-Dade County. It is the municipality's responsibility to make appointments to those boards and if the board is non-functional, the county can in essence, through legislation they passed several years ago, take over and run those boards as they see fit. He said he had spoken to Management and a few of the elected officials of how important this board is if the city wishes to maintain control of the board. As it stands right now, this is a nine member board with four members currently serving. The Commission would have to appoint at least one more person to meet quorum for the board to meet.

Mayor Pigatt said that there are two board application before them, one checked Historic Environmental Preservation Board and the other did not, however, it is important that there are members on the Historic Environmental Preservation Board.

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to appoint Mykeshia Fenn and Audrey Dominguez to the Historic Environmental Preservation Board subject to meeting board requirements.

There being no discussion, the motion passed by a 4-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Commissioner Burke	Not present
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Taylor, seconded by Vice Mayor Williams to adjourn the meeting at 10:26 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores
City Clerk

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE PROVISION OF PROPERTY MANAGEMENT SERVICES AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has determined that it is necessary for the City of Opa-Locka ("City") to procure full service, comprehensive property management and maintenance services to maintain and preserve the Opa-Locka's Municipal Complex located at 780 Fisherman Street ("Property"); and

WHEREAS, the City desires to contract with a qualified and experienced property management firm that possesses sufficient financial support, trade tools and organization to ensure that it can satisfactorily perform project management services for the City; and

WHEREAS, the City seeks a Contractor with experience to specifically perform the scope of services set forth in the Request for Proposals (RFP), attached hereto as Exhibit "A" hereto; and

WHEREAS, the firm selected will be responsible for regularly assessing the conditions of the Property, quickly mobilizing to address repairs and other issues requiring immediate attention at the Property, and developing and implementing preventative maintenance measures for the Property; and

WHEREAS, the City has determined that issuance of an RFP is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. Adoption of Representations. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Approval of Issuance of RFP for Property Management Services.

The City Commission of the City of Opa-Locka hereby approves the issuance of a Request for Proposals ("RFP") for property management services for the City of Opa-Locka's Municipal Complex at 780 Fisherman Street, as set forth in Exhibit "A" attached hereto.

Section 3. Effective Date.

This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and ADOPTED this 27th day of January 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:				Department Director Signature:			
City Manager:	John E. Pate			CM Signature:			
Commission Meeting Date:	01/27/2021		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
Funding Source: Account# : 62-519340	(Enter Fund & Dept) Ex: Other Contract Services		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the City Manager to issue an RFP for Property Management Services for the Municipal Complex.

Staff Summary:

The City of Opa-locka would like to issue an Request for Proposals (RFP) for Property Management Services to solicit proposals from qualified and experienced firms. There is a need for a Property Management firm to provide full service, comprehensive property management and maintenance services to maintain and preserve the property.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be \$2,000.

Account	Description	Available	Project	Remaining Balance
62-519340	Other Contract Services	\$137,666	\$2,000	\$135,666
Total			\$2,000	

Proposed Action:

Staff recommends the approval of this request to issue an RFP to seek proposals from qualified firms.

Attachment:

Draft RFP Document.

City of Opa-locka



RFP NO: 21-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

PROPERTY MANAGEMENT SERVICES



CITY OF OPA-LOCKA
PROPERTY MANAGEMENT SERVICES

RFP NO. 21-XXXXXXX

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CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS
RFP NO: 21-XXXXXXX
Property Management Services

Sealed Proposals for Property Management Services will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, March 3, 2021 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Property Management Services**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 21-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on Wednesday, **February 17, 2021 at 10:00 a.m.** at Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL 33054.

City Clerk
Joanna Flores, CMC



CITY OF OPA-LOCKA

RFP NO. 21-XXXXXXX

PROPERTY MANAGEMENT SERVICES

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka is requesting proposals from qualified professional consultants to provide Property Management services for the property located at 780 Fisherman Street, Opa-locka, FL 33504.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00pm on Wednesday, March 3, 2021. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-XXXXXXX – Property Management Services**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise

description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the “Convicted Vendor List” for a period of thirty-six (36) months from the date that person or affiliate was placed on the “Convicted Vendor List” unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the “Convicted Vendor List”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The City of Opa-locka seeks a professional, full-service Property Management firm that will provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the Municipal Complex. The Property Management firm will be responsible for regularly assessing the conditions of the property, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. The Property Management firm will perform or manage performance of the following services:

- Conduct, at a minimum, scheduled weekly inspections of the property and provide inspection reports within 24 hours of inspection.
- Notify the City Manager immediately of any issues requiring urgent attention.
- Provide on-the-spot routine maintenance and repairs as necessary.
- Receive requests for and complete repairs to the property as required, often with quick turnaround.
- Provide monthly activity logs that document work completed by Property Management firm and outstanding issues that need to be addressed.
- Perform such other property management and maintenance tasks for the Municipal Complex as may be mutually agreed upon.
- Negotiate rental lease agreements.
- Collect rental payments for tenants and immediately submit payments to the City.
- Firm must be available to perform the services under this RFP 24 hours per day/365 days per year in the event an emergency arises.
- Firm shall maintain and provide the City with a list of pre-approved subconsultants, properly licensed to do work in the State of Florida for services including: electrical, plumbing, HVAC, security, janitorial, etc.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in providing property management services; established reputation in property management particularly with governmental clients; Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer's track record in providing property management services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business

reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one (1) fiscal year with a two (2) year renewable clause, subject to negotiation of terms with the contractor and the concurrence of the City of Opa-locka City Commission and availability of annual appropriation.

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PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, hourly fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided property management services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

4-2 EVALUATION CRITERIA

Category	Points
Experience and Qualifications of professional personnel assigned to project 1. Number of years providing Building/Property Management Services 2. Qualifications and experience of assigned staff 3. Licensing 4. Adherence to requirements, forms and qualifications listed in this RFP	25
References 1. Performance of similar projects for governmental clients including at least three references	10
Resources and approach 1. Adequate resources (financial, equipment, facilities) 2. Capability to undertake the required performance period 3. Proposed plan and approach to fulfilling scope	30
Price Proposal 1. Cost of proposed services	35
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must

be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



RFP NO. 21-XXXXXXX

PROPERTY MANAGEMENT SERVICES

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

7. The length of time (continuous) in business as a service organization in Florida:
_____ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFP NO: 21-XXXXXXX

PRICE PROPOSAL FORM

PROPERTY MANAGEMENT SERVICES

PROPOSER understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$ _____

SUBMITTED
THIS

_____ DAY OF _____ 2021.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Fax Number

Signature

Email Address

Title



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____

DRAFT



**CITY OF OPA-LOCKA
RFP NO. 21-XXXXXXX**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Name)
_____ of _____
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached
proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other
PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
Proposing in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal
or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the
Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against
(Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the PROPONENT or any other of its agents, representatives, owners, employees or parties
of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SSN ENGINEERING, LLC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES TO PERFORM SANITARY SEWER SYSTEM HYDRAULIC MODELING, PURSUANT TO RFQ NO. 20-0324200; PROVIDING FOR INCORPORATION OF RECITALS, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka ("Commission") accepted bid proposals from several firms for continuing professional architectural and engineering consulting services pursuant to RFQ No. 20-0324200. The Commission further authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services as provided therein; and

WHEREAS, more specifically, the City Commission approved entering an agreement with SSN Engineering, LLC. for utilities engineering services; and

WHEREAS, the City of Opa-Locka ("City") desires to have a comprehensive Sanitary Hydraulic Flow Model of the City's entire sewer collection system prepared for existing and future peak flow conditions under both dry and wet weather conditions. The resulting report will be a part of Department of Environmental Resources Management's Master Sanitary Sewer Network; and

WHEREAS, the City further desires to enter into an agreement with SSN Engineering, LLC. to prepare a comprehensive Sanitary Hydraulic Flow Model of the City's entire sewer collection system for existing and future peak flow conditions under both dry and wet weather conditions, in a total amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) and pursuant to the proposal attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with SSN Engineering, LLC. for Continuing Professional Architectural and Engineering Consulting Services as set forth herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with SSN Engineering, LLC. for continuing professional architectural and engineering consulting services to perform sanitary sewer system hydraulic modeling of the City's entire sewer collection system, pursuant to RFQ No. 20-0324200 and project proposal, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this 27th day of January, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:			
City Manager:	John E. Pate		CM Signature:			
Commission Meeting Date:	1/27/2021	Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
			x			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading	2nd Reading
	x					
	\$129,500.00		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
				x		x
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> 35-535312		Advertising Requirement: <i>(Enter X in box)</i>		Yes	No
						x
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:			
	x					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
		x				
Sponsor Name	City Manager		Department:		City Manager	

Short Title:

City of Opa-Locka Sanitary Sewer System Hydraulic Modeling

Staff Summary:

A Resolution from the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to enter into an Agreement with SSN Engineering, LLC to prepare a comprehensive Sanitary Hydraulic Flow Model of the City's sewer collection system for existing and future peak flow conditions under both dry and wet weather conditions. This report will be part of DERM's Master Sanitary Sewer Network.

Financial Impact

Account	Description	Available	Project	Remaining Balance
35-535312	Other Professional Services	\$182,160	\$129,500	\$52,660

This project was budgeted for \$130,000.

Proposed Action:

Staff recommends approval of this resolution as SSN Engineering, LLC was one of the selected engineering firms resulted from the RFQ 20-0324200.

Attachment:

1. Agenda
2. Proposal from SSN Engineering, LLC.



SSN ENGINEERING, LLC

13899 Biscayne Blvd., Suite 310

North Miami Beach, Florida 33181

Ph: (305) 440-4334 | Web: www.ssnengineering.com

October 28, 2020

Airia Austin

City of Opa-locka

780 Fisherman Rd

Opa-locka, FL 33458

RE: CITY OF OPA-LOCKA SANITARY SEWER SYSTEM HYDRAULIC MODELING

Mr. Austin:

SSN Engineering, Inc ("SSN") is pleased to submit this letter agreement (the "Agreement") to City of Opa-locka ("Client") for professional Civil Engineering Consulting services for the above referenced project. The proposed engineering services will be provided in accordance with the terms and conditions set forth herein.

PROJECT UNDERSTANDING

We understand that the City of Opa-locka need professional services to prepare a comprehensive Sanitary Sewer Collection System Hydraulic Modeling for the entire sewer system network within the City Limit. The City currently have a City-wide water and sewer as-built, which was prepared in 2013 and SSN Engineering provided QA/QC services for the as-built based on limited scope. Our involvement with the City-wide as-built creation gives us the advantage over others since we are familiar with the City's entire sewer system network.

SCOPE OF SERVICES

SSN Engineering will furnish all services as required to prepare a comprehensive updated Sanitary Sewer Hydraulic Modeling. We will research and collect relevant City data as necessary to complete the hydraulic modeling. After reviewing the collected information, we will identify the sanitary sewer network links and nodes that will require further field data such as survey services for location and inverts for manholes and cleaning up manholes that are full of dirt. SSN will provide the survey services based on a lump sum fee listed below. The City will be responsible for cleaning up any pipes and/or manholes that are full of dirt.

PROJECT APPROACH

SSN Engineering will manage the assigned projects and tasks, carefully control costs and resources, and complete the project work on schedule. Rubel Siddique, PE will be the project manager who will act as the City's primary contact and will be responsible for the SSN's work (including sub consultant work if applicable).

To ensure the project remains on schedule, the following project management activities will be performed:

MEETING WITH CITY STAFF

- Review scope of services with City staff and review relevant studies including, but not limited to, the existing sanitary sewer master plan and the City's Comprehensive Plan.

- Meet with City staff to collect information that are vital for this project.
- Evaluate the existing sewer collection system to determine areas of deficiency.
- Determine system requirements to accommodate future flows based on design criteria developed through review of water use records, flow monitoring data, and wastewater flow projections.

FIELD INVESTIGATIONS

- SSN Engineering will identify the locations that missing data and/or require additional field data. Field investigations will be done by SSN staff with/without City staff as well as by our sub-consultants to collect field data.
- SSN staff will investigate each of the pump stations along with their service areas to determine average flow rates and patterns throughout the City. SSN will hire a sub-consultant to monitor the pump stations for a month and will compare the data with City's Monthly data. Meters will be strategically located to assist in the review and identification of average flow rates for residential (single and multi-family), commercial and industrial land uses. Meter locations and methodology will be reviewed and approved by the City. Flow meters shall be installed by the City staff.
- A minimum of two (2) weeks of dry weather flow monitoring will be required. For wet weather flow monitoring, a minimum of four (4) significant rainfall events will be required.

SEWER HYDRAULIC MODELING

- SSN will use XP-SWMM or InfoWorks to create the Model. The model platform (XP-SWMM) or InfoWorks) will be selected by Miami-Dade County because ultimately Miami-Dade County will incorporate this model to their system.
- Using flow data collected from the City data and field investigations; SSN will prepare a hydraulic flow model of the City's sewer collection system for all sewer pipes, model existing flow rates, existing remaining capacity, and existing velocities for average dry and wet weather flows as well as peak dry and wet weather flows.
- Will identify locations in the sewer collection system that has capacity constraints under peak wet weather flow.
- Will analyze the capacity of the City's sewer collections system for existing and future peak flow conditions under both dry and wet weather conditions.
- Provide the hydraulic model in a delivery platform for the City to maintain consistent connection with future sewer maintenance and construction updates and the hydraulic model deliverable for subsequent operations and planning efforts.

DELIVERABLES

- SSN will prepare a comprehensive written report describing the work performed, findings and recommendations. We will submit five (5) copies of the draft report for the City to review.

After the City has reviewed the draft report, we will meet with the City to discuss comments, modifications, and revisions. SSN will then incorporate the City's comments into the final report.

- SSN Engineering will provide a copy of the final turnkey sewer system model for the City and train City staff on its use. We will hold a meeting at the City to present the final sewer system model, explain the various model runs, and the model output. The draft report and model will be delivered in 6 months. The final report will be delivered in 9 months.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule mutually developed by the Client and Consultant for the various elements of the project.

FEE AND BILLING

TOTAL LUMP SUM FEE FOR SSN ENGINEERING.....	\$120,000.00
CONTINGENCY (For Surveying)	\$9,500.00

TOTAL	\$129,500.00

ADDITIONAL SERVICES:

- 1) UPDATE THE EXISTING SANITARY SEWER AS BUILT AND ADD NEW INFORMATION BASED ON NEW SURVEY. AUTOCAD/GIS UPDATE \$90/HR.**
- 2) XP-SWMM OR INFOWORKS TRAINING TO CITY STAFF \$160.00/HR.**
- 3) FLOW MONITORING \$5000/LOCATION**

If you concur in the foregoing and wish to direct us to proceed with the services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. We appreciate this opportunity to submit this letter agreement. Please contact me at 561-951-3864 if you have any questions.

Sincerely,

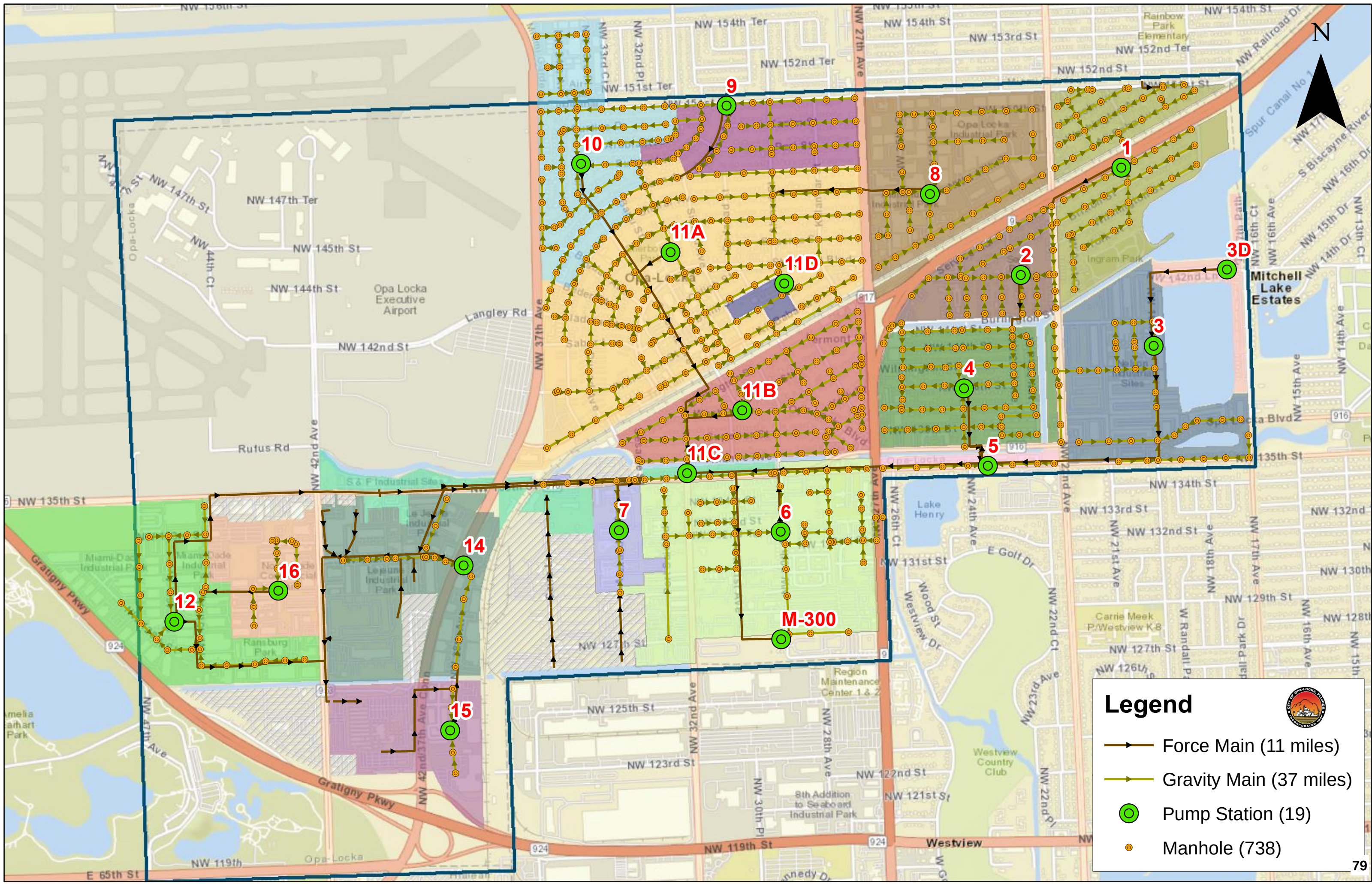


SSN ENGINEERING, LLC
RUBEL SIDDIQUE, P.E.



CITY OF OPA-LOCKA
AIRIA AUSTIN

Agreed to this 13th day of November, 2020.





Legend

- Force Main (11 miles)
- Gravity Main (37 miles)
- Pump Station (19)
- Manhole (738)

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING RESOLUTION #20-9818 WHICH DECLARED EMERGENCY REGULATIONS FOR CERTAIN PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR PUBLIC WORKSHOP MEETINGS AND EXECUTIVE SESSIONS TO BE CONDUCTED BY USE OF COMMUNICATIONS MEDIA TECHNOLOGY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the apparent ability to spread rapidly among humans and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Opa-Locka; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order number 20-52 which declared a State of Emergency for the State of Florida due to COVID-19; and

WHEREAS, Governor DeSantis' Executive Order 20-52 contained a recommendation to limit public gatherings; and

WHEREAS, Executive Order number 20-52 was extended by Executive Orders 20-114; 20-166, 20-192; 20-213 and Executive Order 20-276, which was entered on November 3, 2020 and is effective for a period of sixty days; and

WHEREAS, on March 13, 2020, the City of Opa-Locka took similar action and

declared a local State of Emergency; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-69 which suspended any Florida Statute that requires a quorum to be present in person or that requires a local government body to meet at a specific public place, and further permits local government bodies to utilize communications media technology such as telephonic and video conferencing, as provided in Section 120.54(5)(b)(2), Florida Statutes. Emergency Order 20-69 was extended on several occasions reflecting the continued state of emergency and threat to the public when gathering to attend public meetings, but it has now expired; and

WHEREAS, Section 4(D) of Governor DeSantis' Executive Order 20-52 expressly authorizes local governments to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in accordance with Section 252.38, Florida Statutes , which necessarily would include holding virtual public meetings; and

WHEREAS, Chapter 252, Florida Statutes, in part, confers upon the City emergency powers in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to “make, amend and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of ss. 252.31-252.90, but which are not inconsistent with any others or rules adopted by the division.” Section 252.46(1), Florida Statutes; and

WHEREAS, in accordance with Section 252.38(3) and 252.46, Florida Statutes in the event of a state of emergency the City is empowered to make and issue rules for

reasons of health and safety; and

WHEREAS, no statute, Charter provision, or ordinance provides that the City Commission must physically be present at the same place to hold a City Commission meeting or an advisory board meeting. Rather, Section 4.1(b) of the City Charter states that the City “shall determine its own rules of procedure”; and

WHEREAS, the City also possesses broad home rule powers that authorize it to protect the public health, safety and welfare, declare emergencies and protect its citizens; and

WHEREAS, the City possesses the necessary communication media technology to allow for public participation during city commission meetings remotely; and

WHEREAS, on November 12, 2020, the City Commission passed Resolution #20-9818 which declared emergency regulations related to certain public meetings during the COVID-19 State of Emergency that, among other things, permitted City advisory boards to meet by use of communications media technology; and

WHEREAS, the City now desires to amend Resolution #20-9818 to allow the City Manager to arrange for public workshop meetings and executive sessions of the City Commission to be conducted by use of communications media technology; and

WHEREAS, the City possesses the necessary communication media technology to conduct advisory board meetings, City Commission public workshops and executive sessions remotely, while fully complying with the provisions of the Sunshine law and allowing for public participation; and

WHEREAS, as recognized by Attorney General Opinion (AGO) 2020-03, there are

no statutes that expressly define “present” or the “presence” of a quorum as requiring physical attendance; and

WHEREAS, there have been more than 24,000 deaths reported in the State of Florida due to COVID-19, with more than one million confirmed cases as reported by the Florida Division of Emergency Management; and

WHEREAS, Miami-Dade, Broward and Palm Beach Counties, have been most impacted by the COVID-19 pandemic and the infection rate is rapidly climbing in South on a daily basis. The City Commission is acutely aware that provisions must be made to ensure that the business of the City can occur without unnecessarily exposing public officials, City personnel or members of the public to a risk of infection while also ensuring public access and open government; and

WHEREAS, the City Commission desires to approve the attached Declaration of Emergency Regulations, See, attached Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

SECTION 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Pursuant to the City’s Charter and Code of Ordinances, the home rule authority of the City Commission, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis’ Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the City Manager is hereby authorized, during a declared public health emergency, to arrange for all Advisory Boards, Committees, City

workshops and Executive sessions to utilize communications media technology. Such meetings shall be planned and conducted in consultation with the City Attorney's Office to ensure, to the extent practicable, substantial compliance with Section 286.001, Florida Statutes, "Florida's Sunshine Law."

SECTION 3. The City Manager is hereby authorized to extend the powers of the Declaration of Emergency Regulations, set forth in Exhibit "A", consistent with Section 252.38, Florida Statutes and until such time as this Resolution is repealed.

SECTION 4. Pursuant to its home rule powers, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the City Commission of the City of Opa-Locka hereby confirms and declares that a public health emergency exists requiring immediate action by the City Commission. By virtue of the threat to public health and safety and by virtue of the threat to the City's financial health and home rule powers, it is necessary for the City to implement regulations set forth in Exhibit "A".

SECTION 5. This Resolution shall take effect upon the adoption by the City Commission and expedited review is requested by the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____ 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____
Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



AMENDMENT TO
EMERGENCY ORDER No. 20-06
LOCAL EMERGENCY MEASURES
(EXHIBIT “A” to RESOLUTION)

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Section 4(D) of Governor DeSantis’ Executive Order 20-52 expressly authorizes local governments to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in accordance with Section 252.38, Florida Statutes, which necessarily would include holding virtual public meetings; and

WHEREAS, COVID-19 is a natural emergency whose increasing effects are being felt within the City of Opa-Locka and that on account thereof, there is reason to believe that the virus will continue to spread; and

WHEREAS, former Miami-Dade County Mayor Carlos A. Gimenez previously declared a State of Emergency for South Florida due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, City Manager John E. Pate, declared a Local State of Emergency for the City of Opa-Locka due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, the City Commission of the City of Opa-Locka ratified the declaration of the City Manager pursuant to Resolution No. 20-9742 for the benefit of expressing the seriousness of the local public health and safety matters facing the City and the immediate need for such matters to be addressed; and

WHEREAS, the Center for Disease Control (“CDC”) is predicting that it is “likely” that “widespread transmission” of COVID-19 will continue to occur within the United States as the number of cases continues to rise nationwide; and

WHEREAS, the City Commission of Opa-Locka (“City”) now desires to expand its declaration of emergency established by Resolution 20-9818 that specifically invoked the City’s Charter, Code of Ordinances, home rule authority, Chapter 252, Florida

Statutes, Section 4D of Governor DeSantis' Executive Order 20-52, to permit the City Manager to arrange for public participation to take place through the utilization of communication media technology, such as telephonic and video conferencing (as provided by Section 120.54 (5)(b)(2), Florida Statutes) and to allow for advisory boards of the City to meet through communication media technology to now additionally authorize City Manager is hereby authorized to arrange for all City Commission workshops meetings and Executive sessions to utilize communications media technology.

NOW, THEREFORE, the City Commission of the City of Opa-Locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, Executive Order Number 20-52 promulgated by Governor Ron DeSantis on March 9, 2020, as amended, by City of Opa-Locka Charter Section 4.1(b), City Code of Ordinances, by relevant sections of the Miami-Dade County Code of Ordinances, by prior City of Opa-Locka relevant Resolutions, Local Emergency Measures statutorily granted hereby ORDERS and promulgates the following Local Emergency Measures for the City of Opa-Locka, *effective* immediately:

DO HEREBY ORDER AND DECLARE
Section 1. Public Meetings

- A. There remains a significant risk of infection of COVID-19 in generally holding public “in-person” meetings.
- B. It is in the best interests of the City that the public be permitted to attend all City of Opa-Locka public meetings through the utilization of communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes. This authorization to participate in meetings using communication media technology shall extend to City personnel, independent contractors, and residents of the City to during the currently declared State of Emergency related to COVID-19.
- C. All public meetings of City advisory boards, quasi-judicial boards, where applicable, committees working groups, City Commission workshops and Executive Sessions, the City Manager is hereby authorized, during a declared public health emergency, to arrange for all Advisory Boards, Committees, City Commission workshops and Executive sessions to utilize communications media technology and be conducted and held without the presence of an in-person quorum so long as any meetings strictly adheres to any and all other requirements under the Florida Constitution and Florida's Government in the Sunshine Laws, including Chapter 286, Florida Statutes and utilize communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes. Such

communications media technology must allow for board members to hear and talk to one another and for the public and to have an opportunity to participate and review materials or exhibits that would be presented during the meeting.

Section 2. Applicability, Enforcement and Reauthorization by City Manager

- A. This Declaration repeals any portions of previously issued declarations of emergency that are in conflict.
- B. The regulations set forth in this Declaration applies only to City of Opa-Locka government and is limited to the matters set forth herein.
- C. This authorization is limited in nature and is pursuant to the home rule authority of the City Commission, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis' Executive Order 20-52, and based upon a declared public health emergency and the Legislative Findings set forth herein to permit the City Manager to: 1) arrange for the public to participate; 2) arrange for the City Advisory Boards, Committees City Manager is hereby authorized, during a declared public health emergency, to arrange for all Advisory Boards, Committees, City Commission workshops and Executive sessions to utilize communications media technology to meet; 3) extend technology options to City personnel and independent contractors during the currently declared State of Emergency related to COVID-19; 4) promulgate rules of procedure that will ensure compliance with the Sunshine Law; and 5) provide technology and administrative support as necessary to fulfill these objectives.
- D. Meetings may only be conducted without the physical presence of a quorum of the City Boards, Committees, City Commission for Workshops and Executive Sessions during a state of emergency if:
 - 1) the meeting is properly noticed; (2) minutes are taken; (3) the public is permitted to attend via technology, such as teleconferencing.
- E. Until such time that this resolution is repealed, the City Manager is hereby authorized to extend the powers of this Declaration of Emergency Regulations, consistent with Section 252.38, Florida Statutes.
- F. All requirements and directives contained in this Local Emergency Measure,

as well as all active Miami-Dade County Emergency Orders and all Executive Orders issued by Florida Governor Ron DeSantis, shall be strictly adhered to at all times and enforceable pursuant to the City of Opa-Locka Charter and Code of Ordinances and Section 252.50, Florida Statutes.

Matthew A. Pigatt, Mayor

John Pate, City Manager

Date

ATTEST:

Joanna Flores, City Clerk

RESOLUTION NO. 20-9818

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DECLARING EMERGENCY REGULATIONS RELATED TO CERTAIN PUBLIC MEETINGS DURING THE COVID-19 STATE OF EMERGENCY; AUTHORIZING THE CITY MANAGER TO ARRANGE FOR PUBLIC MEETINGS BY USE OF COMMUNICATION MEDIA TECHNOLOGY AND ADVISORY BOARD ATTENDANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the apparent ability to spread rapidly among humans and may result in serious illness or death, constitutes a clear and present threat to the lives, health, welfare, and safety of the people of Opa-Locka; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order number 20-52 which declared a State of Emergency for the State of Florida due to COVID-19; and

WHEREAS, Governor DeSantis' Executive Order 20-52 contained a recommendation to limit public gatherings; and

WHEREAS, Executive Order number 20-52 was extended by Executive Orders 20-114; 20-166, 20-192; 20-213 and Executive Order 20-276, which was entered on November 3, 2020 and is effective for a period of sixty days; and

WHEREAS, on March 13, 2020, the City of Opa-Locka took similar action and declared a local State of Emergency; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-69

which suspended any Florida Statute that requires a quorum to be present in person or that requires a local government body to meet at a specific public place, and further permits local government bodies to utilize communications media technology such as telephonic and video conferencing, as provided in Section 120.54(5)(b)(2), Florida Statutes. Emergency Order 20-69 was extended on several occasions reflecting the continued state of emergency and threat to the public when gathering to attend public meetings, but it has now expired; and

WHEREAS, Section 4(D) of Governor DeSantis' Executive Order 20-52 expressly authorizes local governments to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in accordance with Section 252.38, Florida Statutes , which necessarily would include holding virtual public meetings; and

WHEREAS, Chapter 252, Florida Statutes, in part, confers upon the City emergency powers in order to protect the public peace, health, and safety; and to preserve the lives and property of the people of the state; and to "make, amend and rescind such orders and rules as are necessary for emergency management purposes and to supplement the carrying out of the provisions of ss. 252.31-252.90, but which are not inconsistent with any others or rules adopted by the division." Section 252.46(1), Florida Statutes; and

WHEREAS, in accordance with Section 252.38(3) and 252.46, Florida Statutes in the event of a state of emergency the City is empowered to make and issue rules for reasons of health and safety; and

WHEREAS, no statute, Charter provision, or ordinance provides that the City

Commission must physically be present at the same place to hold a City Commission meeting or an advisory board meeting. Rather, Section 4.1(b) of the City Charter states that the City “shall determine its own rules of procedure”; and

WHEREAS, the City also possesses broad home rule powers that authorize it to protect the public health, safety and welfare, declare emergencies and protect its citizens; and

WHEREAS, the City possesses the necessary communication media technology to allow for public participation during city commission meetings remotely; and

WHEREAS, the City possesses the necessary communication media technology to conduct advisory board meetings remotely, while fully complying with the provisions of the Sunshine law and allowing for public participation; and

WHEREAS, as recognized by Attorney General Opinion (AGO) 2020-03, there are no statutes that expressly define “present” or the “presence” of a quorum as requiring physical attendance; and

WHEREAS, there have been more than 17,000 deaths reported in the State of Florida due to COVID-19, with more than 844,000 confirmed cases as reported by the Florida Division of Emergency Management; and

WHEREAS, Miami-Dade, Broward and Palm Beach Counties, have been most impacted by the COVID-19 pandemic and the infection rate is rapidly climbing in South on a daily basis. The City Commission is acutely aware that provisions must be made to ensure that the business of the City can occur without unnecessarily exposing public officials, City personnel or members of the public to a risk of infection while also

ensuring public access and open government; and

WHEREAS, the City Commission desires to approve the attached Declaration of Emergency Regulations, See, attached Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AS FOLLOWS:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Pursuant to the City's Charter and Code of Ordinances, the home rule authority of the City Commission, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the City Manager is hereby authorized, during a declared public health emergency, to arrange for all Advisory Boards and Committees to utilize communications media technology. Such meetings shall be planned and conducted in consultation with the City Attorney's Office to ensure, to the extent practicable, substantial compliance with Section 286.001, Florida Statutes, "Florida's Sunshine Law."

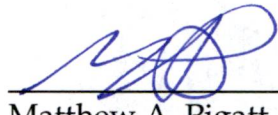
SECTION 3. The City Manager is hereby authorized to extend the powers of the Declaration of Emergency Regulations, set forth in Exhibit "A", consistent with Section 252.38, Florida Statutes and until such time as this Resolution is repealed.

SECTION 4. Pursuant to its home rule powers, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the above-stated recitals, the City Commission of the City of Opa-

Locka hereby confirms and declares that a public health emergency exists requiring immediate action by the City Commission. By virtue of the threat to public health and safety and by virtue of the threat to the City's financial health and home rule powers, it is necessary for the City to implement regulations set forth in Exhibit "A".

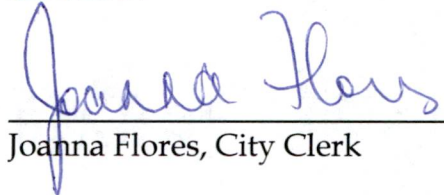
SECTION 5. This Resolution shall take effect upon the adoption by the City Commission and expedited review is requested by the Governor or Governor's Designee.

PASSED and ADOPTED this 12th day of November, 2020.



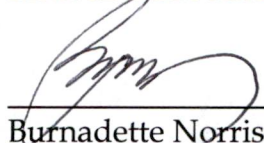
Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: VICE MAYOR DAVIS

Seconded by: COMMISSIONER BASS

<u>VOTE:</u>	4-0
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	ABSENT
Vice-Mayor Davis	YES
Mayor Pigatt	YES



**EMERGENCY ORDER No. 20-06
LOCAL EMERGENCY MEASURES
EXHIBIT "A" to RESOLUTION NO. 20-9818**

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis promulgated Executive Order 20-52 and declared a State of Emergency in Florida in response to COVID-19; and

WHEREAS, Section 4(D) of Governor DeSantis' Executive Order 20-52 expressly authorizes local governments to take whatever prudent action is necessary to ensure the health, safety and welfare of the community in accordance with Section 252.38, Florida Statutes, which necessarily would include holding virtual public meetings; and

WHEREAS, COVID-19 is a natural emergency whose increasing effects are being felt within the City of Opa-locka and that on account thereof, there is reason to believe that the virus will continue to spread; and

WHEREAS, Miami-Dade County Mayor Carlos A. Gimenez declared a State of Emergency for South Florida due to the threat of COVID-19; and

WHEREAS, on March 13, 2020, City Manager John E. Pate, declared a Local State of Emergency for the City of Opa-locka due to the threat of COVID-19; and

WHEREAS, the Center for Disease Control ("CDC") is predicting that it is "likely" that "widespread transmission" of COVID-19 will continue to occur within the United States as the number of cases continues to rise nationwide; and

WHEREAS, on March 13, 2020, the City Commission of the City of Opa-locka ratified the declaration of the City Manager pursuant to Resolution No. 20-9742 for the benefit of expressing the seriousness of the local public health and safety matters facing the City and the immediate need for such matters to be addressed; and

WHEREAS, the City Commission of Opa-Locka ("City") now desires to confirm said declaration and invoke the City's Charter, Code of Ordinances, home rule authority, Chapter 252, Florida Statutes, Section 4D of Governor DeSantis' Executive Order 20-52 and well as the above-stated recitals, to permit the City Manager to arrange

for public participation to take place through the utilization of communication media technology, such as telephonic and video conferencing, as provided by Section 120.54(5)(b)(2), Florida Statutes and to allow for advisory boards of the City to meet through communication media technology.

NOW, THEREFORE, the City Commission of the City of Opa-Locka, County of Miami-Dade, State of Florida, acting under the authority granted to municipalities by Florida Statutes Sections 252.38, Executive Order Number 20-52 promulgated by Governor Ron DeSantis on March 9, 2020, as amended, by City of Opa-locka Charter Section 4.1(b), City Code of Ordinances, by relevant sections of the Miami-Dade County Code of Ordinances, by prior City of Opa-locka relevant Resolutions, Local Emergency Measures statutorily granted hereby **ORDERS** and promulgates the following Local Emergency Measures for the City of Opa-locka, *effective immediately*:

DO HEREBY ORDER AND DECLARE

Section 1. Public Meetings

- A. There remains a significant risk of infection of COVID-19 in generally holding public “in-person” meetings.
- B. It is in the best interests of the City that the public be permitted to attend all City of Opa-Locka public meetings through the utilization of communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes. This authorization to participate in meetings using communication media technology shall extend to City personnel, independent contractors, and residents of the City to during the currently declared State of Emergency related to COVID-19.
- C. All public meetings of City advisory boards, quasi-judicial boards, where applicable, committees working groups may be conducted and held without the presence of an in-person quorum so long as any meetings strictly adhere to any and all other requirements under the Florida Constitution and Florida’s Government in the Sunshine Laws, including Chapter 286, Florida Statutes and utilize communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes. Such communications media technology must allow for advisory board members to hear and talk to one another and for the public and to have an opportunity to participate and review materials or exhibits that would be presented during the meeting.

Section 2. Applicability, Enforcement and Reauthorization by City Manager

- A. This Declaration repeals any portions of previously issued declarations

of emergency that are in conflict.

- B. The regulations set forth in this Declaration applies only to City of Opa-Locka government and is limited to the matters set forth herein.
- C. This authorization is limited in nature and is pursuant to the home rule authority of the City Commission, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis' Executive Order 20-52, and based upon a declared public health emergency and the Legislative Findings set forth herein to permit the City Manager to: 1) arrange for the public to participate; 2) arrange for the City Advisory Boards and Committees to meet electronically; 3) extend technology options to City personnel and independent contractors during the currently declared State of Emergency related to COVID-19; 4) promulgate rules of procedure that will ensure compliance with the Sunshine Law; and 5) provide technology and administrative support as necessary to fulfill these objectives.
- D. Meetings may only be conducted without the physical presence of a quorum of the City Boards and Committees during a state of emergency if:
 - 1) the meeting is properly noticed; (2) minutes are taken; (3) the public is permitted to attend via technology such as teleconferencing.
- E. Until such time that this resolution is repealed, the City Manager is hereby authorized to extend the powers of this Declaration of Emergency Regulations, consistent with Section 252.38, Florida Statutes.
- F. All requirements and directives contained in this Local Emergency Measure, as well as all active Miami-Dade County Emergency Orders and all Executive Orders issued by Florida Governor Ron DeSantis, shall be strictly adhered to at all times and enforceable pursuant to the City of Opa-locka Charter and Code of Ordinances and Section 252.50, Florida Statutes.

Matthew A. Pigatt, Mayor

ATTEST:

John Pate, City Manager

Date

Joanna Flores, City Clerk

**CITY OF OPA-LOCKA
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: John Pate, City Manager

BY: Burnadette Norris-Weeks, P.A.

DATE: November 11, 2020

RE: Reso. #20-9818 Declaring Emergency Regulations Limited To Certain Public Meetings During The Covid-19 State Of Emergency As Declared By The Governor And Authorizing The City Manager To Arrange For Public Meetings By Use Of Communication Media Technology and Advisory Board Attendance

RECOMMENDATION: Approve Resolution.

ISSUE: Commission authorization is required to allow public participation by use of communication media technology and to allow advisory boards to continue meeting in the same way since Emergency Order 20-69 was not extended by the Governor of Florida.

BACKGROUND: On March 20, 2020, Governor DeSantis issued Executive Order 20-69 which permitted public meetings to take place without quorum present, in person, and allowed for the utilization of communications media technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)(2), Florida Statutes. Emergency Order 20-69 was extended on several occasions reflecting the continued state of emergency and threat to the public when gathering to attend public meetings, but it has now expired. There is a need to put on place legislation that will formally permit the City Manager to operate under existing authority granted to municipalities by Florida Statutes Sections 252.38, Executive Order Number 20-52 promulgated by Governor Ron DeSantis on March 9, 2020, as amended, and applicable by City of Opa-Locka Code of Ordinances and any and all other statutorily granted authority.

DISCUSSION: The Novel Coronavirus Disease 2019 (COVID-19) is a contagious disease that has the apparent ability to spread rapidly among humans and may result in serious illness or death. COVID-19 constitutes a clear and present threat to the lives, health, welfare and safety of the people of Opa-Locka.

On March 9, 2020, Governor Ron DeSantis issued Executive Order number 20-52 which declared a State of Emergency for the State of Florida due to COVID-19. Governor DeSantis' Executive Order 20-52 contained a recommendation to limit public gatherings. Executive Order number 20-52 was extended by Executive Orders 20-114;

20-166, 20-192; 20-213 and Executive Order 20-276, which was entered on November 3, 2020 and is effective for a period of sixty days.

As mentioned, on March 20, 2020, Governor DeSantis issued Executive Order 20-69 which permitted public meetings to take place without quorum present, in person, and allowed for the utilization of communications media technology, such as telephonic and video conferencing, as provided in Section 120.54(5)(b)(2), Florida Statutes. This Emergency Order 20-69 was extended on several occasions reflecting the continued state of emergency and threat to the public when gathering to attend public meetings, but it has now expired. A danger to the public still exists.

The City of Opa-Locka is not subject to an emergency order by the State of Florida or Miami-Dade County that authorizes public participation utilizing communications media technology.

ANALYSIS: Pursuant to the City's home rule powers, Chapter 252, Florida Statutes, Section 4 D of Governor DeSantis' Executive Order 20-52, and based upon the Legislative Findings set forth in the resolution recitals, the City Commission, by virtue of the threat to public health and safety and by virtue of the threat to the City's financial health and home rule powers, it is necessary for the City to declare a limited emergency so that that requirements of the Resolution, which approves an emergency order can be accomplished.

As of this week, there have been more than 17,000 deaths reported in the State of Florida due to COVID-19, with more than 844,000 confirmed cases as reported by the Florida Division of Emergency Management. Even with considerations of a possible vaccine, the Center for Disease Control ("CDC") is predicting that it is "likely" that "widespread transmission" of COVID-19 will continue to occur within the United States as the number of cases continues to rise nationwide. It is in the best interests of the City that the public be permitted to attend all City of Opa-Locka public meetings through the utilization of communications media technology, as provided in Section 120.54(5)(b)(2), Florida Statutes.

This authorization would extend to City personnel, independent contractors, and residents during the currently declared State of Emergency related to COVID-19. Further, this Resolution would allow City advisory boards, including quasi-judicial boards, where applicable, and working groups to be conducted without the presence of an in-person quorum so long as Florida laws are observed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION 20-9809; AUTHORIZING THE CITY MANAGER TO ACCEPT THE EMERGENCY FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka Community Redevelopment Agency ("OCRA") and the City Commission of the City of Opa-Locka ("City Commission") have determined that Historic City Hall ("Facility") is an important example of Moorish architecture as evidenced by its inclusion on the Historic Registry; and

WHEREAS, such architecture was sought to be preserved, protected and restored through a Historic City Hall Rehabilitation Project ("Project"); and

WHEREAS, during the Rehabilitation Phase II of the Project, the building was reroofed and structural upgrades along with windows, mechanical and electrical work were completed; and

WHEREAS, the facility has been unoccupied and abandoned since 2016, however, the majority of the scope of work for Phase II was completed, the top of the tower was never installed; and

WHEREAS, as a result, the facility was exposed to bad weather up until such time as a temporary closure could be installed but damage resulted in the finished work of the material already installed; and

WHEREAS, the City Commission desires accept the City Manager's recommendation to complete the Historic City Hall Rehabilitation Project on an emergency basis and bypass the procurement code; and

WHEREAS, Staff recommends that a condition assessment report be conducted to determine how much of the work was completed, how much of the completed work can remain and how much of the unfinished work needs to be completed; and

WHEREAS, the City Commission further desires to accept the fee proposal of M.C. Harry and Associates, Inc., the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project, attached hereto as Exhibit "A", to conduct the condition assessment and rescind the previous Resolution 20-9809, which approves the Project but does not note the emergency nature of the project and legislation; and

WHEREAS, the Architect and Engineer's recommendations will provide a more accurate cost estimate to finish this project; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with M.C. Harry and Associates, Inc., as attached in Exhibit "B", to conduct a condition assessment of Historic City Hall, in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby rescinds Resolution #20-9809 and further authorizes the City Manager to accept the fee proposal of M.C. Harry and Associates, Inc. to conduct an condition assessment of Historic City Hall and enter into an agreement on an emergency basis for same, as attached in Exhibit "B", in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and **ADOPTED** this ____ day of January 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	01-27-2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
	\$43,350.00			X	X
Funding Source: Account# :	(Enter Fund & Dept) Ex: 320-44-541823		Advertising Requirement: (Enter X in box)	Yes	No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X		Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Condition Assessment, Report, and Recommendation to Finish the Historic City Hall Rehabilitation Project.

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, rescinding resolution 20-9809; and authorising the City Manager to accept the emergency fee proposal to conduct a condition assessment by MCHarry Associates, which is the prime Architect and Engineer on record for this project. During the Rehabilitation Phase II, the building was reroofed and structural upgrades along with windows, mechanical and electrical work has been completed. The facility has been unoccupied and abandoned since 2016; and although the majority of the scope for Phase II was completed, the top of the tower was never installed. The facility was exposed to bad weather until a temporary closure could be installed, but damage occurred to the finished work and the material already installed. This assessment report will determine how much of the work was completed, how much of the completed work can remain or be replaced, and how much of the unfinished work need to be completed. The Architect and Engineer's recommendation will provide a more accurate cost estimate to finish this project.

Financial Impact (FY 20 Budget)

Account	Description	Available	Project	Remaining Balance
44-541823	Historic City Hall	\$100,000	\$43,350	\$56,650

Project costs include \$35,850 for MCHarry Associates, \$7,150 mold and roof testing and \$350 for other reimbursable expense which may arise.

Proposed Action:

Staff recommends approval of this resolution.

Attachment:

1. Agenda
2. Proposal from MCHarry Associates
3. Contract Agreement between the City and MC Harry & Associates
4. Resolution 20-9809



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

M.C. HARRY AND ASSOCIATES, INC.

FOR

CONDITION ASSESSMENT, REPORT & RECOMMENDATION

TO THE HISTORIC CITY HALL BUILDING

AGREEMENT

THIS IS AN AGREEMENT dated the _____ Day of _____ **2021**, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
"CITY,"

and

M.C. HARRY AND ASSOCIATES, INC.

A licensed Company, authorized to do business in the State of Florida,
hereinafter "CONSULTANT".

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 On September 30, 2020, the CITY authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The CONSULTANT shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with Fee Proposal dated September 11, 2020 and on an emergency basis. **A copy of the Proposals are attached hereto and specifically made a part of this Agreement as Composite “Exhibit A”** and the City’s resolution approving this project (Attached hereto as Exhibit “B”).
- 2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement **upon full execution of Contract**. CONSULTANT shall complete all work in a timely manner substantially within **Ninety days (90) after full execution of this Agreement**, and final completion will be **thirty days (30) after substantial completion date**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.
- 3.3 CONSULTANT’S failure to perform the work specified in Exhibit “A” shall result in CONSULTANT being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (**\$1,000.00**) per day for each day after the completion date set forth in Section 3.1 above.

ARTICLE 4

CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$43,350.00** for work to be completed in accordance with the "Proposal" submitted by CONSULTANT. Itemized prices for work completed by the CONSULTANT shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be **Forty Three Thousand Three Hundred Fifty Dollars.**
- 4.2 Notwithstanding any other provision of this contract, the CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final completion certificate and retainage payment, and shall correct within fourteen business days (14) any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by CONSULTANT except those previously made and still unsettled.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the CONSULTANT to the Owner in the Standard American Institute of Architects' Forms (AIA) G701, G702, if applicable, and G703, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the CONSULTANT as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- 5.2.1. The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.
- 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the CONSULTANT in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the CONSULTANT'S Applications for Payment.

- 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the CONSULTANT to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- 5.2.4.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and material suitably stored at the site for subsequent incorporation in the completed construction or, if approved in advance by the Owner, material suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%).
- 5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.
- 5.3 Each Application for Payment submitted by the CONSULTANT to the Owner shall include Partial Release of lien from his company and each SUBCONSULTANT for labor, equipment, services or materials described in the Application for Payment.
- 5.4 The progress payment amount determined in accordance with the above shall be further modified under the following circumstances:
- 5.4.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Owner determines for incomplete Work and unsettled claims; and
- 5.5 Reduction or limitation of retainage, if any, shall be as follows: None

ARTICLE 6
FINAL PAYMENT

- 6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the CONSULTANT when:
- (a) The Contract has been fully performed by the CONSULTANT upon the CONSULTANT'S fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
 - (b) The CONSULTANT has furnished the City with Final Release of Lien from his own company and from each SUBCONSULTANT for labor, equipment, services or materials described in the Final Application for Payment, and
 - (c) A final Project Certificate for Payment has been issued by the City upon the Architect/Engineer of records final completion Certificate, and
 - (d) The CONSULTANT has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7
CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONSULTANT allow any SUBCONSULTANT, if applicable, to commence work on a sub-contract until all similar such insurance required of the SUBCONSULTANT has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONSULTANT shall not continue to work pursuant

to this contract unless all required insurance remains in full force and effect.

- 7.5 CONSULTANT'S Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:
- (a) Workers' Compensation Insurance – as required by law;
 - (b) Employer's Liability Insurance - as required by law;
 - (c) Automobile Liability Insurance – the minimum limit of coverage shall be \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
 - (d) Personal Injury in the minimum amounts of \$1,000,000 for combined Bodily Injury and Property Damage.
 - (e) Professional Liability Insurance: minimum coverage shall be \$1,000,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the CONSULTANT.

ARTICLE 8

PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

ARTICLE 9

CONSULTANT'S INDEMNIFICATION

- 9.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by CONSULTANT. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the

CONSULTANT'S negligent acts, errors, or omissions.

- 9.3 If a court of competent jurisdiction holds the City liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 10

INDEPENDENT CONSULTANT

- 10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law and similar laws. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT'S activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

CONTRACT BOND

- 11.1 ~~The CONSULTANT is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-Locka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 12.1 CITY or CONSULTANT may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

ARCHITECT/ENGINEER OF RECORD'S APPROVAL

- 12.2 In no event will the CONSULTANT be compensated for, nor will the City request for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 13

TERM AND TERMINATION

- 13.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 CONSULTANT and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; Proposals as set forth in Exhibit "A" and City's Resolution in Exhibit "B".

ARTICLE 15

MISCELLANEOUS

- 15.1 Legal Representation:

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be

interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

15.2 Assignments:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

CONSULTANT shall keep the as-built drawings, the shop-drawings, books and records and require any and all SUBCONSULTANTS to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, or for such longer period as is required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.4 Ownership of Documents:

Reports, surveys, plans, calculations, shop-drawings studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 Notice:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate

the following as the respective places for giving of notice:

CITY: John E. Pate, City Manager
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney
401 NW 7th Avenue
Fort Lauderdale, FL 33311

COPY TO: Airia Austin, CIP Director
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

CONSULTANT: Craig Aquart, President
2780 SW Douglas Road, Suit 302
Miami, FL 33133

15.7 Binding Authority:

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.8 Exhibits:

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.9 Headings:

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.10 Severability:

If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.11 Governing Law:

This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

15.12 Disputes:

Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

15.13 Attorney's Fees:

To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

15.14 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 Waiver:

Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.16 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

15.17 E-Verify

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

ARTICLE 16

NOTICE TO PROCEED

The CONTRACTOR shall commence work within five (5) working days from the date of the Notice to Proceed (NTP) following **the issuance of approved permit by jurisdictional authorities, whichever comes earlier**. No work shall begin without NTP. Residents must be given at least 48 hour-notice to commence construction at the site.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit “A”

PROPOSAL:

**M.C. HARRY AND ASSOCIATES, INC. Proposal Dated
September 11, 2020**

See attached document for Exhibit “B”

CITY’S RESOLUTION No. 20-9809

CONSULTANT WORK ORDER PROPOSAL

September 11, 2020

City of Opa Locka
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FL 33054

Att: Aira Austin

Re: Rehabilitation of Historic Opa-Locka City Hall Building
AE Fee Proposal –Unfinished Project - Conditions Assessment / Report and Recommendations

Dear Aira:

Here is our fee proposal for assessing how the current Historic Opa-locka City Building halted construction project can be completed by a new general contractor. Grace & Naeem Uddin, Inc were the original contractors for Phase 2A and Phase 2B of the rehabilitation project for the Historic City Hall. Unfortunately, they were unable to complete the project due to a variety of reasons. The building is currently unoccupied and although re-roofing and structural upgrades along with windows and some mechanical and electrical work has been completed, the building did not get the top of the tower installed. This means that the building is not weather-proofed and water has been getting into the building since 2016. At our site visit to re-acquaint ourselves with the project, we also noted that the new roofing is not performing as should be expected.

Due to the length of time that building has been exposed to the elements, we will need to review everything that was installed for all disciplines (architecture, structural, mechanical, electrical and plumbing) to assess how much of the Construction project was a) completed and b) can remain versus replaced or completed.

Because of the unknowns, this initial fee is to assess what is there and what we recommend prior to revising any of our drawings. We recommend that testing for any water intrusion damage (mold and mildew) be performed along with roof core testing as well and potential termite infestation. Building has not be weather tight in 4 years.

Once we provide a recommendation report and after acceptance by the city, we will to provide a fee proposal to revise our construction documents, re-permit the project (city and county), re-bid and construction administration along with a construction cost estimate.

SCOPE OF WORK

The Phase 1 work shall be organized in two (2) tasks.

Task 1	Conditions Assessment
Task 2	Report & Recommendations

Task 1 – Conditions Assessment Site Work

MC Harry will conduct a conditions assessment survey of the property. We will inspect & identify damaged areas as well as document existing conditions. Recognition and determination of deteriorated portions of the building that may need to be protected. Recommend measures including structural reinforcement, weatherization, or correction of unsafe conditions. We will provide all services necessary to;

1. Provide an on-site team of architects and engineers to investigate, and obtain detailed information regarding the existing conditions of the building and property including:
 - a. Existing Site Features

- b. Exterior Building walls: Conduct assessment of historic (new work and unfinished work) features to include: Foundations, Exterior Walls and Wood elements, Stucco, (Faux Brick/ Stone), Porches, Railings
 - c. Roofing areas and associated RWL drainage systems - what is the current condition and is it viable to remain or must it be redone.
 - d. Exterior Windows - installation and attachment
 - e. Exterior Doors - installation and attachment
 - f. Exterior features (Minarets, domes, porches, decorative features
 - g. Interior Finishes: Conduct in depth and detailed assessment of historic features to including inspection of Moisture, Fungal and insect infestation.
 - h. Structural Condition of completed work and what may still need to be completed
 - i. Structural conditions of the Tower and special features and steel elements.
 - j. Elevator
 - k. Mechanical and Plumbing Systems
 - l. Electrical Systems.
 - m. Review any construction items on site not installed that belong to the city and may be reused or not.
2. We will arrange for, and retain consultant to provide a new Environmental Assessment for presence of Mold and Air quality and termite. This task will be completed and paid for as a reimbursable expense. See Reimbursable Expense Allowance Below.
 3. We will arrange for the specialized services of roofing tests. These direct costs will be presented and invoiced to the City as a reimbursable expense. See Reimbursable Expense Allowance Below.

Fee/Compensation: \$14, 120

Task 2 – Report & Recommendations

Once the conditions assessment is completed, MCHarry will evaluate all of the data and information obtained, and will prepare a formal Report and Recommendations document. MCHarry will:

1. Provide recommendations of what can remain and what needs to be removed. Provide building code analysis and implications on the completion of project. Original drawings were designed to meet Florida Building Code 2010. On January 1, 2021, a new building code will take effect. Changes in the code will need to be reviewed against original construction drawings scope.
2. Prepare preliminary cost estimates of the completion of the restoration of historic City Hall;
3. Meet with the City to review and discuss the intended recommendations; and cost estimate implications.

Deliverables for this Task

Formal Report and Recommendations with preliminary cost estimate.

Fee/Compensation: \$21,730

SUB-CONSULTANTS

The below listed Sub-Consultants will assist in the performance of the Work. These are the same sub-consultants for the permitted drawings. .

Sub-Consultant Name	Specialty or Expertise
Bliss & Nyitray, Inc.	Structural Engineering

SDM Consulting Engineers	MEP Engineering
--------------------------	-----------------

I. SCHEDULE OF WORK – TIME OF PERFORMANCE

SCHEDULE			
Task	Major Task, Sub-Task, Activity, or Deliverable	Duration	Delivery Date* (calendar days)
0	Mobilization	15 days	NTP + 15
1	Conditions Assessment Site Work	15 days	NTP + 30
2	Issue Report & Recommendations	30 days	NTP + 60

* An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the City upon receipt of the NTP.

II. COMPENSATION

Consultant shall perform the Work detailed in this Proposal for a Total Compensation Not to Exceed \$43,000. Said compensation includes fees for professional services; direct costs associated with; specialized material testing as outlined above.

PROFESSIONAL SERVICES

SCHEDULE OF FEES / COMPENSATION. Compensation shall be invoiced to the City monthly in proportion to the tasks completed, such that the following costs per task shall not be exceeded:

Task 1	CONDITIONS ASSESSMENT	\$	14,120
Task 2	REPORT AND RECOMMENDATIONS	\$	21,730
Total Lump Sum Fee for Professional Services:		\$	35,850

REIMBURSABLE EXPENSE

Reimbursable Expense Allowance (Not to Exceed): **\$ 7,500**

Allowance for Reimbursable Expenses: We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%.

1. Environment testing Consultant
2. Direct Cost for obtaining roof cores to determine condition of roofing system.
3. Printing of documents provided to the City
4. Regulatory fees, if any
5. Expenses paid on behalf of the City related to this project.

Submitted by: _____

Lourdes Solera, FAIA, Principal

Accepted by: _____

Aira Austin, City of Opa-lock

CITY OF OPA- LOCKA CITY HISTORIC CITY HALL
 FEE PROPOSAL - ASSESSMENT & RECOMMENDATIONS - UNFINISHED PROJECT
 9/11/2020



MCHarry Associates, Inc.
 2780 SW Douglas Road
 Miami, Florida 33133
 305-445-3765

TASK	DESCRIPTION	LABOR FEE	REIMB. COSTS	NOTES / REMARKS
1	CONDITIONS ASSESSMENT			
	Site Inspections, identification of damaged areas, documentation of existing conditions and restoration needed. Staff and equipment to site to investigate & assess existing conditions; included limited removal for testing & investigations			
	TOTAL HOURS PER PHASE	138		
	TOTAL FEE PER PHASE	\$ 14,120		
2	REPORT AND RECOMMENDATIONS			
	Code Analysis / Impact on Restoration	\$ 4,360		
	Prepare Cost Estimates	\$ 4,070		
	Develop Report and Recommendations	\$ 12,060		
	Prepare and Present to City & HP Board	\$ 1,240	[task removed - see additional services]	
	TOTAL HOURS PER PHASE	178		
	TOTAL FEE PER PHASE	\$ 21,730		
			316	TOTAL PROJECT HOURS
			\$ 35,850	TOTAL LUMP SUM FEE
4	REIMBURSABLE EXPENSE ALLOWANCES			
	[Billed at actual cost + 10%]			
	Mold Testing Consultant	\$ 5,500		
	Roofing Testing	\$ 1,650		
	TOTAL ALLOWANCE		7,150	

RESOLUTION NO. 20-9809

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL OF M.C. HARRY AND ASSOCIATES, INC. TO CONDUCT A CONDITION ASSESSMENT OF HISTORIC CITY HALL AND ENTER INTO AN AGREEMENT FOR SAME, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND, THREE HUNDRED FIFTY DOLLARS (\$43,350.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka Community Redevelopment Agency ("OCRA") and the City Commission of the City of Opa-Locka ("City Commission") have determined that Historic City Hall ("Facility") is an important example of Moorish architecture as evidenced by its inclusion on the Historic Registry; and

WHEREAS, such architecture was sought to be preserved, protected and restored through a Historic City Hall Rehabilitation Project ("Project"); and

WHEREAS, during the Rehabilitation Phase II of the Project, the building was reroofed and structural upgrades along with windows, mechanical and electrical work were completed; and

WHEREAS, the facility has been unoccupied and abandoned since 2016, however, the majority of the scope of work for Phase II was completed, the top of the tower was never installed; and

WHEREAS, as a result, the facility was exposed to bad weather up until such time as a temporary closure could be installed but damage resulted in the finished work of the material already installed; and

WHEREAS, the City Commission desires to complete the Historic City Hall Rehabilitation Project; and

WHEREAS, Staff recommends that a condition assessment report be conducted to determine how much of the work was completed, how much of the completed work can remain and how much of the unfinished work needs to be completed; and

WHEREAS, the City Commission further desires to accept the fee proposal of M.C. Harry and Associates, Inc., the prime Architect and Engineer of record for the Historic City Hall Rehabilitation Project, attached hereto as Exhibit "A", to conduct the condition assessment; and

WHEREAS, the Architect and Engineer's recommendations will provide a more accurate cost estimate to finish this project; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with M.C. Harry and Associates, Inc., as attached in Exhibit "B", to conduct a condition assessment of Historic City Hall, in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to accept the fee proposal of M.C. Harry and Associates, Inc. to conduct an condition assessment of Historic City Hall and enter into an agreement for same, as attached in Exhibit "B", in an amount not to exceed Forty-Three Thousand, Three Hundred Fifty Dollars (\$43,350.00).

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

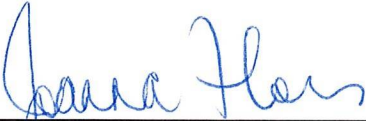
This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or Governor's designee.

PASSED and ADOPTED this 30th day of September 2020.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: COMMISSIONER BURKE

Seconded by: VICE MAYOR DAVIS

VOTE:	5-0
Commissioner Bass	YES
Commissioner Burke	YES
Commissioner Kelley	YES
Vice-Mayor Davis	YES
Mayor Pigatt	YES



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	09/30/2020		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes No	
	\$43,350.00				X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: 320-44-541823		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Condition Assessment, Report, and Recommendation to Finish the Historic City Hall Rehabilitation Project.

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, requesting approval for the City Manager to accept the fee proposal to conduct a condition assessment by MCHarry Associates, which is the prime Architect and Engineer on record for this project. During the Rehabilitation Phase II, the building was reroofed and structural upgrades along with windows, mechanical and electrical work has been completed. The facility has been unoccupied and abandoned since 2016; and although the majority of the scope for Phase II was completed, the top of the tower was never installed. The facility was exposed to bad weather until a temporary closure could be installed, but damage occurred to the finished work and the material already installed. This assessment report will determine how much of the work was completed, how much of the completed work can remain or be replaced, and how much of the unfinished work need to be completed. The Architect and Engineer's recommendation will provide a more accurate cost estimate to finish this project.

Financial Impact (FY 20 Budget)

Account	Description	Available	Project	Remaining Balance
44-541823	Historic City Hall	\$100,000	\$43,350	\$56,650

Project costs include \$35,850 for MCHarry Associates, \$7,150 mold and roof testing and \$350 for other reimbursable expense which may arise.

Proposed Action:

Staff recommends approval of this resolution.

Attachment:

1. Agenda
2. Proposal from MCHarry Associates
3. Contract Agreement between the City and MC Harry & Associates

CONSULTANT WORK ORDER PROPOSAL

September 11, 2020

City of Opa Locka
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FL 33054

Att: Aira Austin

Re: Rehabilitation of Historic Opa-Locka City Hall Building
AE Fee Proposal –Unfinished Project - Conditions Assessment / Report and Recommendations

Dear Aira:

Here is our fee proposal for assessing how the current Historic Opa-locka City Building halted construction project can be completed by a new general contractor. Grace & Naeem Uddin, Inc were the original contractors for Phase 2A and Phase 2B of the rehabilitation project for the Historic City Hall. Unfortunately, they were unable to complete the project due to a variety of reasons. The building is currently unoccupied and although re-roofing and structural upgrades along with windows and some mechanical and electrical work has been completed, the building did not get the top of the tower installed. This means that the building is not weather-proofed and water has been getting into the building since 2016. At our site visit to re-acquaint ourselves with the project, we also noted that the new roofing is not performing as should be expected.

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SCOPE OF WORK

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Fee/Compensation: \$14, 120

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Fee/Compensation: \$21,730

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SDM Consulting Engineers	MEP Engineering
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Total Lump Sum Fee for Professional Services:		\$	35,850

REIMBURSABLE EXPENSE

Reimbursable Expense Allowance (Not to Exceed): **\$ 7,500**

Allowance for Reimbursable Expenses: We recommend that this contract provide for an initial allowance of \$7,500 for the cost of direct expenses required in connection with the Work, Said Reimbursable Expenses shall be billed at the actual 'COST' incurred with receipts presented plus a markup of 10%.

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2. Direct Cost for obtaining roof cores to determine condition of roofing system.
3. Printing of documents provided to the City
4. Regulatory fees, if any
5. Expenses paid on behalf of the City related to this project.

Submitted by: _____

Lourdes Solera, FAIA, Principal

Accepted by: _____

Aira Austin, City of Opa-lock

CITY OF OPA- LOCKA CITY HISTORIC CITY HALL
 FEE PROPOSAL - ASSESSMENT & RECOMMENDATIONS - UNFINISHED PROJECT
 9/11/2020



MCHarry Associates, Inc.
 2780 SW Douglas Road
 Miami, Florida 33133
 305-445-3765

TASK	DESCRIPTION	LABOR FEE	REIMB. COSTS	NOTES / REMARKS
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	TOTAL HOURS PER PHASE	138		
	TOTAL FEE PER PHASE	\$ 14,120		
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	Code Analysis / Impact on Restoration	\$ 4,360		
	Prepare Cost Estimates	\$ 4,070		
	Develop Report and Recommendations	\$ 12,060		
	Prepare and Present to City & HP Board	\$ 1,240	[task removed - see additional services]	
	TOTAL HOURS PER PHASE	178		
	TOTAL FEE PER PHASE	\$ 21,730		
			316	TOTAL PROJECT HOURS
			\$ 35,850	TOTAL LUMP SUM FEE
4	REIMBURSABLE EXPENSE ALLOWANCES			
	[Billed at actual cost + 10%]			
	Mold Testing Consultant	\$ 5,500		
	Roofing Testing	\$ 1,650		
	TOTAL ALLOWANCE		7,150	



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

MC HARRY AND ASSOCIATES, INC

FOR

CONDITION ASSESSMENT, REPORT & RECOMMENDATION

TO THE HISTORIC CITY HALL BUILDING

AGREEMENT

THIS IS AN AGREEMENT dated the _____ Day of **November, 2020**, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
"CITY,"

and

MC HARRY AND ASSOCIATES

A licensed Company, authorized to do business in the State of Florida,
hereinafter "CONSULTANT".

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 On **September 30, 2020**, the CITY authorized the proper CITY officials to enter into an agreement with CONSULTANT to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The CONSULTANT shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with **Fee Proposal dated September 11, 2020**. A copy of the Proposals are attached hereto and specifically made a part of this Agreement as Composite "Exhibit A" and the Resolution package is also attached as Composite "Exhibit B".
- 2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.3 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) Year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT, CONSULTANT agrees to re-perform such deficient services without charge to the CITY.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONSULTANT shall commence work to be performed under this Agreement **upon full execution of Contract**. CONSULTANT shall complete all work in a timely manner substantially by **ninety days (90) after full execution of contract date**, and final completion will be **thirty days (30) after substantial completion date**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.
- 3.3 Consultant's failure to perform the work specified in Exhibit "A" shall result in Consultant being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (**\$1,000.00**) per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, **\$43,350.00** for work to be completed in accordance with the "Proposal" submitted by CONSULTANT. Itemized prices for work completed by the CONSULTANT shall be as

reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "A", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be **Forty Three Thousand Three Hundred Fifty Dollars.**

- 4.2 Notwithstanding any other provision of this contract, the CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of one (1) year after final completion certificate and retainage payment, and shall correct within fourteen business days (14) any defects which may appear during this period upon notification by CITY. This provision shall in no way affect the manufacturing warranty for repair or replacement.
- 4.3 The making and acceptance of the final payment shall constitute a waiver of all claims by CONSULTANT except those previously made and still unsettled.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the Consultant to the Owner in the Standard American Institute of Architects' Forms (AIA) G701, G702, and G703, and upon Project Applications and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Consultant as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
 - 5.2.1. The City is under a declared State of Financial Emergency pursuant to Section 218.503, Florida Statutes. As a result, the parties to this Agreement acknowledge that all invoices presented for payment shall be reviewed and approved by the State of Florida prior to payment and that the City is therefore unable to comply with the Florida Local Government Prompt Payment Act.
 - 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the Consultant in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and *be* prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Consultant's Applications for Payment.
 - 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
 - 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as

determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit to be allowed by the Consultant to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

5.2.4.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and material suitably stored at the site for subsequent incorporation in the completed construction or, if approved in advance by the Owner, material suitably stored off the site at a location agreed upon in writing, less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by the Owner; and subtract amounts, if any, for which the Construction Manager has withheld or nullified a Certificate for Payment.

5.3 Each Application for Payment submitted by the Consultant to the Owner shall include Partial Release of lien from his company and each subConsultant for labor, equipment, services or materials described in the Application for Payment.

5.4 The progress payment amount determined in accordance with the above shall be further modified under the following circumstances:

5.4.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety percent (90%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Owner determines for incomplete Work and unsettled claims; and

5.5 Reduction or limitation of retainage, if any, shall be as follows: None

ARTICLE 6 FINAL PAYMENT

6.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Consultant when:

(a) The Contract has been fully performed by the Consultant upon the Consultant's

- fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
- (b) The Consultant has furnished the City with Final Release of Lien from his own company and from each subConsultant for labor, equipment, services or materials described in the Final Application for Payment, and
 - (c) A final Project Certificate for Payment has been issued by the City upon the Architect/Engineer of records final completion Certificate, and
 - (d) The Consultant has met all provisions of the reporting requirements of grants if the project is funded by grant money; such final payment shall be made by the Owner not more than 20 days after the issuance of the final Project Certificate for Payment.

ARTICLE 7

CONSULTANT'S LIABILITY INSURANCE

- 7.1 The CONSULTANT shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONSULTANT allow any SubConsultant, if applicable, to commence work on a sub-contract until all similar such insurance required of the subConsultant has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.5 Consultant's Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:

- (a) Workers' Compensation Insurance – as required by law;
- (b) Employer's Liability Insurance - as required by law;
- (c) Automobile Liability Insurance – the minimum limit of coverage shall be \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
- (d) Personal Injury in the minimum amounts of \$1,000.000 for combined Bodily Injury and Property Damage.
- (e) Professional Liability Insurance: minimum coverage shall be \$1,000,000.00 with deductible or self-insured retention (SIR) indicated.

- 7.6 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.
- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the Consultant.

ARTICLE 8

PROTECTION OF PROPERTY

- 8.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever.

ARTICLE 9

CONSULTANT 'S INDEMNIFICATION

- 9.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters and with the work being performed by Consultant. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT 's negligent acts, errors, or omissions.

- 9.3 If a court of competent jurisdiction holds the City liable for certain tortious acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 10

INDEPENDENT CONSULTANT

- 10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent Consultant under this Agreement and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law and similar laws. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

CONTRACT BOND

- 11.1 ~~The CONSULTANT is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-Locka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 12.1 CITY or CONSULTANT may request changes that would increase decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

ARCHITECT/ENGINEER OF RECORD'S APPROVAL

- 12.2 In no event will the CONSULTANT be compensated for, nor will the City request for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 13

TERM AND TERMINATION

- 13.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.
- 13.2 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the Agreement.

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 CONSULTANT and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; Proposals as set forth in Exhibit "A" and City's Resolution in Exhibit "B".

ARTICLE 15

MISCELLANEOUS

15.1 Legal Representation:

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

15.2 Assignments:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

CONSULTANT shall keep the as-built drawings, the shop-drawings, books and records and require any and all subConsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement, or for such longer period as is required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

15.4 Ownership of Documents:

Reports, surveys, plans, calculations, shop-drawings studies and other data provided in connection with this Agreement are and shall remain the property of City.

15.5 No Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 Notice:

Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: John E. Pate, City Manager
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney
401 NW 7th Avenue
Fort Lauderdale, FL 33311

COPY TO: Airia Austin, CIP Director
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

CONSULTANT : _____

15.7 Binding Authority:

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.8 Exhibits:

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

15.9 Headings:

Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

15.10 Severability:

If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of

such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

15.11 Governing Law:

This Agreement shall be governed by the laws of the State of Florida with venue lying in Miami-Dade County, Florida.

15.12 Disputes:

Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit Court in and for Miami-Dade County.

15.13 Attorney's Fees:

To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

15.14 Extent of Agreement:

This Agreement, together with all contract documents, and all exhibits hereto or to the contract documents, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

15.15 Waiver:

Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

15.16 Equal Opportunity Employment:

CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated, during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 16

NOTICE TO PROCEED

The CONSULTANT shall commence work within five (5) working days from the date of the Notice to Proceed (NTP) following **the issuance of approved permit by jurisdictional authorities, whichever comes earlier**. No work shall begin without NTP. Residents must be given at least 48 hour-notice to commence construction at the site.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF OPA-LOCKA

ATTEST:

Joanna Flores, CMC
City Clerk

BY: _____
John E. Pate
City Manager

APPROVED AS TO FORM:

Burnadette Norris-Weeks, P.A. City Attorney

MC HARRY AND ASSOCIATES, INC

ATTEST:

Authorized Representative (Name) (Signature)

WITNESSES:

(Name) (Signature)

(Name) (Signature)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,
personally appeared _____ as _____, of
_____, a Florida corporation, and acknowledged executed the
foregoing Agreement as the proper official of _____ for the use
and purposes mentioned in it and affixed the official seal of the corporation, and that the
instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State
and County aforesaid on this ____ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit “A”

PROPOSAL:

See attached document for Exhibit “B”

CITY’S RESOLUTION No. 20-_____

SECOND READING ORDINANCES / PUBLIC HEARINGS

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: City Manager

ORDINANCE NO. 20-~~XXX~~

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2020-2021 fiscal year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 20-16 and as amended by passage of Budget Amendment # 1, Ordinance 20-22; and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, the governing body of each municipality at any time within a fiscal year or within 60 days following the end of a fiscal year may amend a budget for that year as follows:

- a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund is not changed;
- b) The governing body may establish procedures by which the designated budget officer may authorize budget amendments if the total appropriations of the fund is not changed;
- c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted in the same manner as the original budget unless otherwise specified in the municipality's charter; and

WHEREAS, the City Commission desires to amend its 2020-2021 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION
OF THE CITY OF OPA- LOCKA, FLORIDA:**

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2020, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed Amended General, Proprietary and Special Revenue Funds Budgets for the Fiscal Year 2020-2021, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

The City Manager is authorized to expend or contract for expenditures, pursuant to the City of Opa-Locka's Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2020-2021.

The department/division expenditure allocations established by the City Manager, as revised and summarized in the budget attached as Exhibit "A", are hereby adopted and ratified. Funds of the City for General, Proprietary and Special Revenue Funds Budgets shall be expended in accordance with the appropriations provided by the budget, which shall constitute an appropriation of amounts specified therein. Expenditure control shall be at the fund level. Funds may be expended by, and with the approval of, the City Manager and the City Commission, in accordance with the provisions of the City Charter, adopted Code of Ordinances and applicable laws. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Any and all outstanding encumbrances as of September 30, 2020, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2020, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if

lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 13th day of January, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Burke

_____ (Yes)

_____ (No)

Commissioner Davis

_____ (Yes)

_____ (No)

Commissioner Taylor

_____ (Yes)

_____ (No)

Vice-Mayor Williams

_____ (Yes)

_____ (No)

Mayor Pigatt

_____ (Yes)

_____ (No)

BURMESE PYTHON

This big snake was found in Coral Gables, apparently trying to warm up in cold

BY SONIA OSARIO

sosario@elnuevoherald.com

An enormous Burmese python was found in the bushes surrounding a home in Coral Gables, where a growing number of the invasive species have been spotted in and around the area.

The powerful 9-foot constrictor was spotted after several pythons were found in recent weeks in Coconut Grove, neigh-

boring Coral Gables, according to Local 10 TV. Last May, an 8-foot Burmese python was found lounging on the bridge of a Coral Gables boat.

The Florida Fish and Wildlife Conservation Commission (FWC) warned residents to watch out for the snakes.

"Burmese pythons are bad for the environment. They're not native to Florida; they prey on native species," said FWC spokesperson Carli Segelson.

"Don't leave small children unattended (and) obviously small pets, if you know pythons are in the area."

Segelson confirmed FWC is seeing more pythons, but said that does not necessarily mean the population is growing.

"People are probably seeing pythons more this time of year because as temperatures cool, there are more opportunities to see them come out and sun themselves and try to warm up," she said.



Credit

A huge Burmese python was found in the bushes of a house in Coral Gables, Florida where several sightings have been reported.

Burmese pythons are a non-venomous constrictor found mostly in and around the Everglades. They represent a threat to the native wildlife, with some scientists saying they are replacing alligators as

the principal predator in the Everglades.

Pythons can be humanely killed in private lands at any time with the permission of the land owner and no special permit is required, according to the

FWC.

State and federal officials have been looking for ways to control the snakes, using trained dogs and professional snake hunters from India.

KEY WEST

Man who stole floating tiki hut found on it in Key West, police say

BY GWEN FILOSA

gfilosa@flkeysnews.com

A Missouri man was jailed after police said he was found in a stolen floating tiki hut in Key West.

Tyln Earl Morlang, 26, of Independence, Missouri, was intoxicated when found alone on the distinctive charter boat, which belongs to Cruisin' Tikis, according to the Florida Fish and Wildlife Conservation Commission.

The U.S. Coast Guard spotted the boat — basically a bar under a tiki hut on a floating deck — at about 8 a.m. Wednesday while on patrol near Fort Zachary

Taylor State Park.

Police said Morlang was alone aboard the vessel, powered by a 30-horsepower outboard motor and available for chartered bring-your-own-booze cruise.

He was found slumped over the wheel, said FWC spokesman Bobby Dube. The boat was stolen from the Hurricane Hole marina on Stock Island.

Morlang was arrested on a felony charge of grand theft with damage over \$1,000 and misdemeanor charges of resisting arrest and giving false identification to a law enforcement officer.

"I'm not going to jail!"

Morlang told FWC officers.

Morlang said he had heart problems and was taken to Lower Keys Medical Center. While in a hospital bed, the Fish and Wildlife agency said Morlang tried to fight officers and one officer used his Taser stun gun on him. FWC said Morlang later pulled away from officers who were placing him in a patrol car.

The tiki hut boat had been stolen the night before, the owner told the agency.

FWC said the boat was damaged with burn marks on the bar. A VHF radio was also partially melted.



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold a public hearing at its Regular Commission Meeting on **Wednesday, January 27, 2021 at 7:00 p.m.**, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following ordinance for final adoption:

SECOND READING ORDINANCE/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 13, 2021).

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please email publiccomments@opalockafl.gov by 5:00 p.m. on Wednesday, January 27, 2021.

All interested persons are encouraged to participate in this meeting and will be heard with respect to the public hearing.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	Jan 27, 2021		Item Type:	Resolution	Ordinance
			<i>(Enter X in box)</i>	X	
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
<i>(Enter X in box)</i> N/A			<i>(Enter X in box)</i>		
	X		Public Hearing:	Yes	No
			<i>(Enter X in box)</i>	X	
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement:	Yes	No
Account# : See Attachments			<i>(Enter X in box)</i>	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:		
<i>(Enter X in box)</i>		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:	
<i>(Enter X in box)</i>		X	Enhance Organizational ☐	<i>(list the specific objective/strategy this item will address)</i>	
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department:	City Manager	
			City Manager's Office		

Short Title:

FY 21 Budget Amendment #2

Staff Summary:

Issue: Purchase orders and contracts initiated in FY 20 but which carry over into FY 21 for completion require budget amendments to cover the unspent portion of the projects and the related funding sources to be expended in FY 21. Additionally new unbudgeted issues arising also require budget amendments.

Background: The City's FY 21 budget of \$45,838,283 was adopted on September 22, 2020. On November 19, 2020, FY 21 Budget Amendment #1 was approved, increasing the budget by \$4,414,244 to a new total of \$50,252,527. This amendment included \$427,600 related to new issues with the remainder attributable to rolling over projects approved and funded in FY 20 with the uncompleted portions of these projects, and their funding sources, rolled over into FY 21, increased interfund transfers and accounting adjustments. On January 13th, the first hearing on Budget Amendment #2 was conducted, proposing 27 items and increasing the City's budget by \$1,260,740.

Since the initial preparation of this budget amendment, several more issues have arisen and are now incorporated into the second hearing of this amendment. Two projects rolled over from FY 20 have been removed since it was determined that they had already been addressed in Budget Amendment #1. They are Items #8 and #9 in the attachment and blanks have been left in for continuity with the first hearing of this amendment.

Additionally, sixteen items have been added, Item #28 through Item #43 in the attachment. Net expenditure (gross increase less savings) has been increased by \$77,813 to \$1,338,553. Most additional items were of an administrative nature (changing account numbers) or minor (stamps, training, membership fees, etc.). Three were substantial. The Municipal Complex suffered \$75,000 in damage from Hurricane Eta. Miami-Dade was not a declared county for FEMA relief and this amount is below the City's insurance deductible threshold, resulting in no offset to this expense. \$25,000 has been added as an estimate for a year's contract for property manager services, which is being put out to bid. Finally, \$41,100 has been added for a license for the Florida Incident-Based Reporting System (FIBRS), 91.5% funded by a Florida Department of Law Enforcement (FDLE) grant.

As result of the above, the General Fund Contingency has been reduced to \$1,038,664, a target amount that is normally maintained for major events such as hurricanes. Consequently, it is recommended that additional FY 21 initiatives be limited for the most part to being funded from additional FY 21 cost savings rather than Contingency until such time that FY 20 results have been firmed up and there is a clearer picture of FY 21 revenue.

Current Activity: Budget Amendment #2 is composed of 41 issues, structured as follows:

Gross Expenditures

FY 20 Projects Rolled Into FY 21 (8)	\$ 398,108
Cash Card Program (1)	\$ 600,100
Account Changes (2)	\$ 203,600
Other (29)	\$ 945,960
Transfers-Out	<u>\$ 154,725</u>
Total Expenditures	\$2,302,493

Funding

Revenue	\$ 637,720
Cost Savings	\$ 477,200
Account Changes	\$ 203,600
Use Of Contingency	\$ 283,140
Use Of Fund Balance – Rolled Over Projects	\$ 398,108
Use of Fund Balance – Other	\$ 148,000
Transfers-In	<u>\$ 154,725</u>
Total Funding	\$2,302,493

Net Expenditure Increase

Gross Expenditures	\$2,320,493
Account Changes	(\$ 203,600)
Cost Savings	(\$ 477,200)
Use Of Contingency	<u>(\$ 283,140)</u>
Net Increase	\$1,338,553

Adopted Budget Through Amendment #1 \$50,252,527

Recommended Budget Through Amendment #2 \$51,591,080

A summary of the eight projects which were rolled forward are as follows:

1. As-Built Plans – Pump Station # 7 & Force Main	\$ 6,860
2. City Code Recodification – City Clerk	\$ 11,399
3. City Code Recodification – Community Development	\$ 9,139
4. Pump Replacement – Pump Stations # 10	\$ 14,349
5. Generator Upgrade – Municipal Complex	\$ 18,725
6. Storm Drainage System Maintenance	\$ 12,591
7. Relining Pump Station Collection Basin	\$ 305,695
8. Police Chief Recruitment	<u>\$ 16,350</u>
Total – Rolled Forward Projects	\$ 398,108

CARES Act Cash Card Program – The City had anticipated overseeing the distribution of \$1.0 million in food cash cards and another \$1.0 million in rent and mortgage relief. The latter program didn't generate significant community interest and \$600,100 has been moved from that program to the food cash card program.

Significant items in the remaining 33 items, in addition to the three new projects addressed above, include the following:

Additional Use Of Fund Balance (3)

1. \$30,000 – Purchase of a second Police motorcycle and additional equipment for the previously purchased motorcycle. Will be funded from the Special Law Enforcement Fund with no impact on the General Fund.
2. \$36,000 – Replacement of Municipal Complex fire alarm panel. This was scheduled for FY 20 but wasn't undertaken. The FY 20 forecast had assumed this would be completed last year. Since it wasn't initiated, the funding went into the Fund Balance and is available for use in FY 21.
3. \$70,000 – Boom Lift Vehicle for PW Building Maintenance and Roads & Streets. This was scheduled for FY 20 but wasn't undertaken. The FY 20 forecast had assumed this would be completed last year. Since it wasn't initiated, the funding went into the Fund Balance and is available for use in FY 21.

Additional Staffing (2)

1. \$91,599 – Two unbudgeted positions are recommended to be added: (1) Public Works – Administration (Operations Manager) and (2) HR (HR Specialist I), including additional compensation adjustments for other division members. The addition of these two positions, plus an unbudgeted Parks & Recreation Assistant Director position (amendment not required this year due to other vacant positions in the division) will add slightly less than \$0.8 million of General Fund cost over the five-year

plan period, reducing the FY 25 General Fund Available Fund Balance from \$4.5 million to \$3.7 million, \$0.4 million above the minimum required balance of \$3.3 million.

Other Significant Items (\$40,000 Or Greater)

1. \$40,000 – Glorieta Gardens Retention Pond
2. \$230,000 – Cairo Lane Clean-Up (Drainage)
3. \$50,000 – Establishment of an account within the Illegal Dumping (Trash) division to track costs associated with illegal dumping.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendment.

Attachment:

1. Summary of the recommended amendment
2. Detailed information on each recommended amendment item

FY 21 Budget Amendment #2

	Gov Funds	Enterprise Funds			Total
	Governmental Funds	Water Sewer Fund	Storm Water Fund	Total Enterprise Funds	Total Funds
<u>Budget Thru Amend #1</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	29,300,691	13,849,848	1,853,376	15,703,224	45,003,915
Fund Balance	2,323,207	874,813	2,050,592	2,925,405	5,248,612
Total Funding	31,623,898	14,724,661	3,903,968	18,628,629	50,252,527
Expenditure	31,623,898	14,724,661	3,903,968	18,628,629	50,252,527
<u>Amendment #2</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	792,445	-	-	-	792,445
Fund Balance	203,613	329,904	12,591	342,495	546,108
Total Funding	996,058	329,904	12,591	342,495	1,338,553
Expenditure	996,058	329,904	12,591	342,495	1,338,553
<u>Budget Thru Amend #2</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	30,093,136	13,849,848	1,853,376	15,703,224	45,796,360
Fund Balance	2,526,820	1,204,717	2,063,183	3,267,900	5,794,720
Total Funding	32,619,956	15,054,565	3,916,559	18,971,124	51,591,080
Expenditure	32,619,956	15,054,565	3,916,559	18,971,124	51,591,080

FY 21 Budget Amendment #2

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget - Thru Amend #1 Funding</u>										
Revenue/Loans/Trans In	18,290,866	1,046,910	987,280	1,938,140	652,744	3,011,857	-	2,659,159	713,735	29,300,691
Fund Balance	1,440,041	-	-	883,166	-	-	-	-	-	2,323,207
Total Funding	19,730,907	1,046,910	987,280	2,821,306	652,744	3,011,857	-	2,659,159	713,735	31,623,898
Expenditure	19,730,907	1,046,910	987,280	2,821,306	652,744	3,011,857	-	2,659,159	713,735	31,623,898
<u>Amendment #2 Funding</u>										
Revenue/Loans/Trans In	637,720	-	-	-	154,725	-	-	-	-	792,445
Fund Balance	161,613	-	-	-	-	-	42,000	-	-	203,613
Total Funding	799,333	-	-	-	154,725	-	42,000	-	-	996,058
Expenditure	799,333	-	-	-	154,725	-	42,000	-	-	996,058
<u>Budget Thru Amend #2 Funding</u>										
Revenue/Loans/Trans In	18,928,586	1,046,910	987,280	1,938,140	807,469	3,011,857	-	2,659,159	713,735	30,093,136
Fund Balance	1,601,654	-	-	883,166	-	-	42,000	-	-	2,526,820
Total Funding	20,530,240	1,046,910	987,280	2,821,306	807,469	3,011,857	42,000	2,659,159	713,735	32,619,956
Expenditure	20,530,240	1,046,910	987,280	2,821,306	807,469	3,011,857	42,000	2,659,159	713,735	32,619,956

FY 21 Budget Amendment #2

General Fund

	Budget Thru Amend #1	Amendment #2	Budget Thru Amend #2
<u>Funding</u>			
Revenue/Loans/Trans In	18,290,866	637,720	18,928,586
Fund Balance	1,440,041	161,613	1,601,654
Total Funding	19,730,907	799,333	20,530,240
<u>Expenditure</u>			
Commission	127,281	-	127,281
City Manager	594,331	15,000	609,331
General Fund Non-Department	7,494,777	583,257	8,078,034
Human Resources	204,701	109,016	313,717
Clerk	391,921	11,399	403,320
Attorney	645,000	-	645,000
Finance	1,000,138	(116,500)	883,638
Planning & Community Dev	283,783	9,139	292,922
Building & Licenses	419,325	1,500	420,825
Parks & Recreation	733,842	4,000	737,842
Police	5,075,342	64,100	5,139,442
Code Enforcement	357,580	(28,300)	329,280
Public Works - Admin	333,067	27,722	360,789
Public Works - Bldg Maintenance	552,559	35,000	587,559
Public Works - Streets	699,275	35,000	734,275
Public Works - Trash	137,886	49,000	186,886
Public Works - Vehicle Maintenance	680,099	-	680,099
Total Expenditure	19,730,907	799,333	20,530,240

FY 21 Budget Amendment #2

#	Amendment Details				Budget	Adj	Revised	
1	As Built Plans - Pump Station #7 & 3 Inch Main (FY 20 Rollover)							
	Sewer	Exp	35-535340	Other Contracted Services	303,807	6,860	310,667	Carryover of project approved in FY 20 but not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Wtr-Swr	Trf In	440-383010	Transfer-In, Fund Balance	874,813	6,860	881,673	
2	Recodification of City Code (FY 20 Rollover)							
	Clerk	Exp	16-512312	Other Professional Services	16,000	11,399	27,399	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Gen Fund	Trf In	001-383010	Transfer-In, Fund Balance	1,440,041	11,399	1,451,440	
3	Recodification of Land Code (FY 20 Rollover)							
	Com Dev	Exp	37-515312	Other Professional Services	2,500	9,139	11,639	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Gen Fund	Trf In	001-383010	Transfer-In, Fund Balance *	1,451,440	9,139	1,460,579	
	* Budget adjusted for prior items.							
4	Pump Replacement - PS #10 (FY 20 Rollover)							
	Sewer	Exp	35-535640	Machinery & Equipment	40,000	14,349	54,349	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Wtr-Swr	Trf In	440-383010	Transfer-In, Fund Balance *	881,673	14,349	896,022	
	* Budget adjusted for prior items.							
5	Generator Upgrade - Municipal Center (FY 20 Rollover)							
	Twn Cntr	Exp	62-519340	Other Contracted Services	208,000	18,725	226,725	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Twn Cntr	Trf In	490-381001	From All Funds	431,576	18,725	450,301	
	Gen Fund	Trf Out	19-519999	To Town Center Fund	406,677	18,725	425,402	
	Gen Fund	Trf In	001-383010	Transfer-In, Fund Balance *	1,460,579	18,725	1,479,304	
	* Budget adjusted for prior items.							
6	Storm Drainage System Maintenance (FY 20 Rollover)							
	Storm	Exp	43-538340	Other Contracted Services	223,500	12,591	236,091	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Storm	Trf In	450-383010	Transfer-In, Fund Balance	2,050,592	12,591	2,063,183	
7	Relining PS #8 Collection Basin (FY 20 Rollover)							
	WS CIP	Exp	75-5356314	SRF Projects - Wastewater	-	308,695	308,695	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Wtr-Swr	Trf In	440-383010	Transfer-In, Fund Balance *	896,022	308,695	1,204,717	
	* Budget adjusted for prior items.							

FY 21 Budget Amendment #2

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
8								
9								
10	<u>Police Chief Recruiting (FY 20 Rollover)</u>							
	Non-Dept	Exp	19-519312	Other Professional Services	120,000	16,350	136,350	Carryover of project approved in FY 20 but fully not paid for until FY 21. Fund Balance available since FY 20 approved funding not used in FY 20
	Gen Fund	Trf In	001-383010	Transfer-In, Fund Balance *	1,479,304	16,350	1,495,654	
	* Budget adjusted for prior items.							
11	<u>Motorcycle & Equipment</u>							
	Spc Law	Exp	65-521648	Vehicle Lease/Purchase	-	30,000	30,000	Funding of a second motorcycle and fitting out equipment for first motorcycle. Funded from Special Law Enforcement Fund
	Spc Law	Trf In	165-383010	Transfer-In, Fund Balance	-	30,000	30,000	
12	<u>Municipal Complex Fire Panel</u>							
	Twn Cntr	Exp	62-519640	Machinery & Equipment	-	36,000	36,000	Fire panel in Municipal Complex requires replacement. Was a FY 20 project and FY 20 forecast assumed project would be done. Project wasn't done and funds forecasted for use went to Fund Balance, making them available for use in FY 21
	Twn Cntr	Trf In	490-381001	From All Funds	450,301	36,000	486,301	
	Gen Fund	Trf Out	19-519999	To Town Center Fund	425,402	36,000	461,402	
	Gen Fund	Trf In	001-383010	Transfer-In, Fund Balance *	1,495,654	36,000	1,531,654	
	* Budget adjusted for prior items.							
13	<u>HR - Additional Position / Current Position Compensation Increase</u>							
	HR	Exp	13-513120	Salaries - Regular	31,320	32,201	63,521	Unbudgeted HR Administrator position and promotion for current staff. Funding comes from General Fund Contingency
	HR	Exp	13-513210	FICA	8,309	2,470	10,779	
	HR	Exp	13-513220	Retirement	10,862	3,229	14,090	
	HR	Exp	13-513230	Life And Health Insurance	14,763	1,017	15,780	
	Non-Dept	Exp	19-519390	Contingency	1,256,582	(38,916)	1,217,666	

FY 21 Budget Amendment #2

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
14	<u>PW Admin - Additional Position / Current Position Compensation Increase</u>							
	PW Admin	Exp	32-541120	Salaries - Regular	179,291	22,538	201,829	Unbudgeted Operations Manager position and compensation increase for current staff. Position split equally between General Fund and Water-Sewer Fund. Funding comes from General Fund and Water-Sewer contingency.
	PW Admin	Exp	32-541210	FICA	18,992	1,726	20,718	
	PW Admin	Exp	32-541220	Retirement	24,826	2,258	27,084	
	Non-Dept	Exp	19-519390	Contingency *	1,217,666	(26,522)	1,191,144	
	W-S CIP	Exp	75-535120	Salaries - Regular	55,212	22,538	77,750	
	W-S CIP	Exp	75-535210	FICA	8,256	1,726	9,982	
	W-S CIP	Exp	75-535220	Retirement	10,791	2,258	13,049	
	W-S Finan	Exp	61-513992	Contingency *	435,998	(26,522)	409,476	
	* Budget adjusted for prior items.							
15	<u>HR - Retirement Payment Penalties</u>							
	HR	Exp	13-513225	Retirement Penalty	-	30,000	30,000	Penalties for late and inaccurate payments. Funding from General Fund Contingency
	Non-Dept	Exp	19-519390	Contingency *	1,191,144	(30,000)	1,161,144	
	* Budget adjusted for prior items.							
16	<u>HR - Additional ADP Fees</u>							
	HR	Exp	13-513340	Other Contracted Services	23,000	25,000	48,000	Additional payroll processing fees previously reported elsewhere as an unidentified expenditure. Funding from General Fund Contingency.
	Non-Dept	Exp	19-519390	Contingency *	1,161,144	(25,000)	1,136,144	
	* Budget adjusted for prior items.							
17	<u>Stormwater - Glorieta Gardens Retention Pond</u>							
	Storm	Exp	43-538633	Glorieta Gardens Retention Pond	-	40,000	40,000	Glorieta Gardens Retention Pond - Design Phase. Funding comes from a project to be defined in FY 21.
	Storm	Exp	43-538634	Stormwater Project - TBD	600,000	(40,000)	560,000	
18	<u>Stormwater - Additional Cairo Lane Clean-Up (Drainage)</u>							
	Storm	Exp	43-5386315	Cairo Lane	300,000	230,000	530,000	Additional clean-up (drainage) - Funding comes from a project to be defined in FY 21
	Storm	Exp	43-538634	Stormwater Project - TBD *	560,000	(230,000)	330,000	
	* Budget adjusted for prior items.							
19	<u>Non-Department - Increased CARES Act Cash Card</u>							
	Gen Fund	Rev	001-331511	Fed CARES Act - COVID-19	1,100,000	600,100	1,700,100	Increase in CARES Act cash card program. Reimbursed by County CARES Act Grant
	Non-Dept	Exp	19-525380	CARES Grocery Gift Card	1,000,000	600,100	1,600,100	

FY 21 Budget Amendment #2

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
20	<u>PW - Boom Lift Vehicle</u>							
	Bldg	Exp	39-541640	Machinery & Equipment	195,000	35,000	230,000	Boom lift required for tree and building maintenance. Was a FY 20 project and FY 20 forecast assumed project would be done. Project wasn't done and funds forecasted for use went to Fund Balance, making them available for use in FY 21
	Roads	Exp	41-541640	Machinery & Equipment	58,000	35,000	93,000	
	Gen Fund	Trf In	001-383010	Transfer-In, Fund Balance *	1,531,654	70,000	1,601,654	
	* Budget adjusted for prior items.							
21	<u>Finance - Audit Fees</u>							
	Finan	Exp	17-513320	Accounting & Auditing	50,000	32,000	82,000	Correction of a budget error. Funded from over budgeting amount required for valuation study.
	Finan	Exp	17-513312	Other Professional Services	257,500	(32,000)	225,500	
22	<u>Water-Sewer - Audit Fees</u>							
	W-S Finan	Exp	61-513320	Accounting & Auditing	27,500	30,000	57,500	Correction of a budget error. Funded from Water-Sewer Contingency
	W-S Finan	Exp	61-513992	Contingency	409,476	(30,000)	379,476	
23	<u>Non-Dept Terminal Leave Payout</u>							
	Non-Dpt	Exp	19-581922	Sick Annual Leave Reserve	125,000	30,000	155,000	Increase in payout of unused leave on termination of employment. Funded from vacant Code positions.
	Code	Exp	23-521120	Salaries - Regular	248,117	(19,000)	229,117	
	Code	Exp	23-521210	FICA	19,052	(1,500)	17,552	
	Code	Exp	23-521220	Retirement	24,905	(2,000)	22,905	
	Code	Exp	23-521230	Life And Health Insurance	36,378	(7,500)	28,878	
24	<u>Additional Police Training Requirements, Including Code & Travel</u>							
	Pol-CID	Exp	20-521541	Educational Costs	-	5,000	5,000	Increase Police / Code training requirements. Funded by vacant Finance positions.
	Pol-Ptrl	Exp	22-521541	Educational Costs	6,500	12,000	18,500	
	Pol-Ptrl	Exp	22-519400	Travel & Per Diem	-	6,000	6,000	
	Code	Exp	23-521541	Educational Costs	-	5,000	5,000	
	Finan	Exp	17-513110	Salaries - Executive	115,442	(7,000)	108,442	
	Finan	Exp	17-513120	Salaries - Regular	382,467	(14,000)	368,467	
	Finan	Exp	17-513210	FICA	38,090	(1,500)	36,590	
	Finan	Exp	17-513220	Retirement	49,791	(1,500)	48,291	
	Finan	Exp	17-513230	Life And Health Insurance	54,548	(4,000)	50,548	

FY 21 Budget Amendment #2

#	Amendment Details				Budget	Adj	Revised	
25	Trash - Illegal Dumping							
	Trash	Exp	50-534340	Other Contracted Services	-	50,000	50,000	Establishment of separate account in Solid Waste Division to track cost of illegal dumping. Funded by vacant Finance positions.
	Finan	Exp	17-513110	Salaries - Executive *	108,442	(12,500)	95,942	
	Finan	Exp	17-513120	Salaries - Regular *	368,467	(25,000)	343,467	
	Finan	Exp	17-513210	FICA *	36,590	(2,500)	34,090	
	Finan	Exp	17-513220	Retirement *	48,291	(2,500)	45,791	
	Finan	Exp	17-513230	Life And Health Insurance *	50,548	(7,500)	43,048	
	* Budget adjusted for prior items.							
26	IT - Postage							
	IT	Exp	85-512420	Postage	-	200	200	Establishment of small postage expense
	IT	Exp	85-512528	Software Licensing	221,027	(200)	220,827	
27	Commission Operating Expense Adjustment							
	Comm	Exp	10-511521	Clothing / Uniforms	700	200	900	Rebalancing of expenditures between Clothing / Uniforms and General Expense
	Comm	Exp	10-511493	General Expenses	900	(200)	700	
28	Postage - Various Departments							
	Bldg & Lic	Exp	30-524420	Postage	3,640	1,500	5,140	Corrects a payment problem in regard to purchase of stamps. Funded with savings from recent vacant Code Enforcement positions.
	Finance	Exp	17-513420	Postage	2,000	1,500	3,500	
	HR	Exp	13-513420	Postage	200	100	300	
	PW Admin	Exp	32-541420	Postage	-	200	200	
	Code	Exp	23-521420	Postage	-	9,000	9,000	
	Code	Exp	23-521120	Salaries - Regular *	229,117	(7,900)	221,217	
	Code	Exp	23-521210	FICA *	17,552	(700)	16,852	
	Code	Exp	23-521220	Retirement *	22,905	(700)	22,205	
	Code	Exp	23-521230	Life And Health Insurance *	28,878	(3,000)	25,878	
	* Reduced budget due to prior item adjustments							
29	Lien Processing Fees - Code Enforcement							
	Code	Exp	23-521511	Lien Processing Fees	-	2,000	2,000	Corrects a budget error. Funded with savings from recently filled Code Enforcement positions.
	Code	Exp	23-521120	Salaries - Regular *	221,217	(2,000)	219,217	
	* Reduced budget due to prior item adjustments							

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#	Amendment Details				Budget	Adj	Revised	
30	Property Manager - Town Center							Property Manager to maximize Municipal Complex rental potential and to address tenant issues
	Town Ctr	Exp	62-519312	Other Professional Services	-	25,000	25,000	
	Town Ctr	Trf In	490-381001	Transfer In From All Funds	486,301	25,000	511,301	
	Gen Fund	Trf Out	19-519999	To Town Center Fund	461,402	25,000	486,402	
	Finance	Exp	17-513312	Other Professional Services	225,500	(25,000)	200,500	
31	Advertising - CRA							Advertising expense for statutorily required advertising.
	CRA	Exp	77-515492	Advertising	-	6,000	6,000	
	CRA	Exp	77-515543	Trust Account (Contingency)	270,593	(6,000)	264,593	
32	Training - Parks & Recreation							Training expense to permit staff to conduct recreation programs
	Prk & Rec	Exp	72-572541	Educational Costs	-	4,000	4,000	
	Non-Dept	Exp	19-519390	Contingency *	1,136,144	(4,000)	1,132,144	
	* Reduced budget due to prior item adjustments							
33	Licensing Fees - PW Admin							To fund professional licensing fees
	PW-Admin	Exp	32-541540	Pub/Subs/Memberships	-	1,000	1,000	
	PW-Trash	Exp	50-541431	Tipping Fees/Disposal Of Ill Dump	89,537	(1,000)	88,537	
34	Temporary Employment - City Clerk							Temporary employment to provide services to offset departure of Assistant City Clerk last fall. Funded by compensation savings
	City Clerk	Exp	16-512340	Other Contracted Services	-	10,000	10,000	
	City Clerk	Exp	16-512120	Salaries - Regular	138,245	(7,200)	131,045	
	City Clerk	Exp	16-512210	FICA	17,103	(600)	16,503	
	City Clerk	Exp	16-512220	Retirement	37,110	(1,200)	35,910	
	City Clerk	Exp	16-512230	Life And Health Insurance	33,014	(1,000)	32,014	
35	Computer Equipment - City Clerk							Required component for City Clerk audio equipment. Funded by compensation savings
	City Clerk	Exp	16-512646	Computer Equipment	2,500	1,500	4,000	
	City Clerk	Exp	16-512120	Salaries - Regular	131,045	(1,000)	130,045	
	City Clerk	Exp	16-512210	FICA	16,503	(100)	16,403	
	City Clerk	Exp	16-512220	Retirement	35,910	(200)	35,710	
	City Clerk	Exp	16-512230	Life And Health Insurance	32,014	(200)	31,814	
36	Wastewater Basin Relining Project - Account Change							Transfer of project from one account to another to be consistent with purchase order.
	W-S CIP	Exp	75-535637	Lift Station #7 Basin Lining	103,600	(103,600)	-	
	W-S CIP	Exp	75-5356314	SRF Projects - Wastewater	308,695	103,600	412,295	

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#	Amendment Details				Budget	Adj	Revised	
37	Town Center - Hurricane Eta Damage							
	Twn Cntr	Exp	62-519340	Other Contracted Services	226,725	75,000	301,725	Hurricane damage from Hurricane Eta. FEMA not covering Hurricane Eta damage in Miami-Dade County and damage amount is below City insurance deductible threshold.
	Twn Cntr	Trf In	490-381001	From All Funds *	511,301	75,000	586,301	
	Gen Fund	Trf Out	19-519999	To Town Center Fund *	486,402	75,000	561,402	
	Non-Dept	Exp	19-519390	Contingency *	1,132,144	(75,000)	1,057,144	
	* Budget adjusted for prior items.							
38	Reallocation Of CARES Act Accounts - Non-Department							
	Non-Dept	Exp	19-519340	Other Contracted Services	100,000	(100,000)	-	Transfer of CARES Act expense to new accounts to accommodate reporting requirements
	Non-Dept	Exp	19-525381	CARES Other Contract Services	-	60,000	60,000	
	Non-Dept	Exp	19-525382	CARES Payroll Reimbursement	-	40,000	40,000	
39	County Administrative Expense - CRA							
	CRA	Exp	77-515341	State & County Admin Fees	5,165	2,700	7,865	Additional late County administrative fees.
	CRA	Exp	77-515543	Trust Account (Contingency)	264,593	(2,700)	261,893	
40	Education - City Manager							
	City Mgr	Exp	12-512541	Educational Costs	-	15,000	15,000	City Manager training. Funded by empty positions in Finance.
	Finan	Exp	17-513110	Salaries - Executive *	95,942	(3,000)	92,942	
	Finan	Exp	17-513120	Salaries - Regular *	343,467	(8,500)	334,967	
	Finan	Exp	17-513210	FICA *	34,090	(1,000)	33,090	
	Finan	Exp	17-513220	Retirement *	45,791	(1,000)	44,791	
	Finan	Exp	17-513230	Life And Health Insurance *	43,048	(1,500)	41,548	
	* Budget adjusted for prior items.							
41	Additional Police Radios - Special Law Enforcement Fund							
	Spec Law	Exp	65-521643	Communication Equipment	-	12,000	12,000	Two Police radios to replace old inoperative units
	Spec Law	Fnd Bal	165-383010	Transfer-In - Fund Balance	30,000	12,000	42,000	
42	FL Incidence-Based Reporting System Software							
	Pol-CID	Exp	20-521328	Software Licensing	-	41,100	41,100	License for Florida Incident-Based Reporting System (FIBRS) funded primarily by FDLE State Financial Assistance Grant.
	Gen Fund	Rev	001-334700	Grants	-	37,620	37,620	
	Non-Dept	Exp	19-519390	Contingency *	1,057,144	(3,480)	1,053,664	
	* Budget adjusted for prior items.							

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#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
43	<u>Unemployment Compensation</u>							
	HR	Exp	13-513250	Unemployment Compensation	10,000	15,000	25,000	Additional unemployment charges from the State
	Non-Dept	Exp	19-519390	Contingency *	1,053,664	(15,000)	1,038,664	
* Budget adjusted for prior items.								