

City of Opa-locka

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



Virtual Regular Commission Meeting Agenda

Wednesday, October 28, 2020

7:00 PM

City Commission

Mayor Matthew A. Pigatt

Vice Mayor Chris Davis

Commissioner Sherelean Bass

Commissioner Alvin Burke

Commissioner Joseph L. Kelley

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 VIRTUAL COMMISSION MEETING PROCEDURES

Pursuant to Governor Ron DeSantis Executive Order Number 20-69, the following rules will ensure that the City Commission Meetings and any other necessary city public meetings, governed by Florida's public meeting laws will provide for necessary public notice, allow for public participation and are conducted in the Sunshine. The following rules shall govern all City of Opa-locka public virtual meetings during the duration of Executive Order Number 20-69.

The City of Opa-locka virtual public meetings will be aired through Livestream, accessible at: <https://www.youtube.com/user/CityofOpaLocka>.

All residents will be able to view the meeting by tuning in to the link mentioned above. If you have comments you must submit those using the email address below or by requesting a link for the Zoom Webinar application provided under the Public Comment section below.

Platform

All City of Opa-locka public meetings shall be conducted via Zoom or other similar platform.

Please note that Governor DeSantis' Executive Order 20-69, suspended the requirement of a quorum to be present in person or requires a local government to meet at a specific public place.

Meeting Notice

The City of Opa-locka will send notice of virtual meetings in the same manner as all other commission meetings. Additionally, the notice will include an email address and telephone number with instructions on providing comments for the meeting.

Public Comments

The public may comment by submitting their comment ahead of the meeting by sending an email to PublicComments@opalockafl.gov. Please be sure to state your full name and address in your email for your comment to be read.

Comments submitted by members of the public by email will be read into the record during the meeting as long as they provide the comments by the deadline, 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.

The public may also provide comments through Zoom Webinar (Virtual Commission Meeting) by registering via email to PublicComments@opalockafl.gov and requesting the virtual meeting link. All requests must be received up to 2 hours prior to the scheduled meeting time. You will join the meeting in listen-mode only. If you have comments, you can raise your hand on the application to be allowed to speak.

During the public comment section of the agenda, the Mayor will allow for public comments to be read by the City Clerk from those submitted ahead of time. For real-time comments after you raise your hand using the application you will be acknowledged by staff and audio will become available for you to state your comment. Please make sure to state your name

and address for the record. There is a three (3) minute time limit for public comments. The Mayor may preserve decorum and order in accordance with the City's Charter, Code and Robert's Rules of Order.

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
VIRTUAL REGULAR COMMISSION MEETING
October 28, 2020
7:00 P.M.

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:**

Special Video Presentation by the Florida League of Cities
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**

Virtual Regular Commission Meeting Minutes – October 14, 2020
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - 1. Newall J. Daughtrey**
ref: matter relating to previous employment with the city
 - 2. Rodney W. Jacobs, Assistant Director**
City of Miami Civilian Investigative Panel (CIP)
ref: Civilian Investigative Panels
- 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. AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO ISSUE A PURCHASE ORDER TO PIGGYBACK AGREEMENT NUMBER S-946 BETWEEN MIAMI-DADE COUNTY, FLORIDA AND INSITUFORM TECHNOLOGIES, LLC FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES TO REHABILITATE PUMP STATION 4 IN THE CITY OF OPA-LOCKA, FOR CURED-IN-PLACE PIPE (CIPP) RELINING METHOD; AUTHORIZING THE CITY MANAGER TO ENTER INTO A FORMAL AGREEMENT REGARDING SAME, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY THOUSAND ONE HUNDRED NINE DOLLARS AND EIGHTY CENTS (\$540,109.80); 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, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE MIAMI-DADE COUNTY "NEAT STREETS MIAMI" TREE PROGRAM AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND MIAMI-DADE COUNTY REQUIRING THE CITY OF OPA-LOCKA TO SUBMIT QUARTERLY REPORTS IN CONJUNCTION WITH SAID GRANT; 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, 2019 AND ENDING SEPTEMBER 30, 2020, 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 October 14, 2020).
Sponsored by City Manager

C. RESOLUTIONS:

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

**Historic Environmental Preservation Board
5 At-Large Appointments**

**Fair Housing and Nuisance Abatement Board
1 Individual appointment (Mayor Pigatt)
1 Individual appointment (Commissioner Kelley)**

**Community Relations, Recreation and Activities Board
1 Individual appointment (Vice Mayor Davis)
1 At-large appointment**

**Planning & Zoning Board
2 At-Large Appointments**

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

A. Feeding South Florida Drive-Thru Food Distribution, Tuesday, **October 27, 2020 at 9:00 a.m. – 11:00 a.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida.**

B. City of Opa-locka Virtual Opa-locka Community Redevelopment Agency Meeting, Wednesday, **October 28, 2020 at 5:00 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>**

C. **VOTE! VOTE! VOTE! Early voting for the November 3, 2020 General Election and the Opa-locka Municipal Election starts October 19, 2020 – November 1, 2020 from 7:00 a.m. – 7:00 p.m. at 33 locations conveniently located throughout**

Miami-Dade County. Deadline to request a Vote-By-Mail ballot for the November 3, 2020 election is 5:00 p.m. on October 24, 2020. Vote by Mail ballots are accepted at early voting sites and may be dropped off in a secure Ballot Drop Box. For further information, please visit www.miamidade.gov/elections. For questions concerning the Opa-locka General Election, please contact the Office of the City Clerk at (305) 953-2800 or visit the city's website at www.opalockafl.gov.

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
VIRTUAL REGULAR COMMISSION MEETING
Wednesday, October 14, 2020
7:00 P.M.

1. CALL TO ORDER:

Mayor Matthew Pigatt called the virtual Regular Commission Meeting to order at 7:00 p.m. on Wednesday, October 14, 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 we will hear on this evening’s Regular Commission 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 Alvin Burke, and Commissioner Joseph L. Kelley. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, 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. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

Mayor Pigatt announced that October was Breast Cancer Awareness Month and took the time to acknowledge all of the survivors.

Vice Mayor Davis said he lost his paternal grandmother to Breast Cancer so his heart goes out to everyone fighting the disease.

Commissioner Bass reminded everyone to get their annual Mammograms and stated that not only women, but men get Breast Cancer as well.

Commissioner Burke said he wears pink every year in honor of his sister who lost her battle with the disease.

Commissioner Kelley said usually the commission meets on the dais and are able to show support of Breast Cancer Awareness. Once everything opens back up, they can continue to support not only those fighting the disease, but they can also recognize that this is Domestic Violence Awareness Month and there are survivors of that as well.

Mayor Pigatt recognized Domestic Violence Awareness Month and those who have to go through those atrocities.

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

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Davis, seconded by Commissioner Kelley to approve the agenda, consent agenda, and pull list.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Virtual Second Budget Hearing Minutes – September 23, 2020

It was moved by Commissioner Burke, seconded by Vice Mayor Davis to approve the minutes from the Virtual Second Budget Hearing of September 23, 2020.

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

Commissioner Burke	Yes
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Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Virtual Regular Commission Meeting Minutes – September 23, 2020

It was moved by Commissioner Bass, seconded by Commissioner Kelley to approve the minutes from the Virtual Regular Commission Meeting of September 23, 2020.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Virtual Special Commission Meeting Minutes – September 30, 2020

It was moved by Commissioner Burke, seconded by Commissioner Bass to approve the minutes from the Virtual Special Commission Meeting of September 30, 2020.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

10. PUBLIC PRESENTATIONS:

11. CITIZENS' INPUT:

City Clerk Flores read the following public comments in to the record.

Stedman Stahl, President of the South Florida Police Benevolent Association (PBA), sent a letter stating that while the city manager has only been with the City for a short period of time, he has accomplished a lot with the restructuring of the Police Department, the replacement of dated

equipment, and working towards securing fair salaries for the department. He said the PBA looks forward to working with the manager and the police department in the future.

Lieutenant Sergio Perez, Opa-locka PD, 780 Fisherman Street, 3rd Floor, Opa-locka, FL, thanked the commission for their time as public servants and in seeking the city manager. He said since Mr. Pate has come to the City, he has witnessed unprecedented progress in the City than years before. It is because of this that he has decided to write this on the manager's behalf. He said he stands firm of him as manager in the City and looks forward to continue working with him.

Lieutenant Jenkins, Opa-locka PD, 780 Fisherman Street, 3rd Floor, Opa-locka, FL, thanked the manager for the leadership and guidance he has provided to the agency. He has played a pivotal role in the turnaround of the City and the department. She thanked him for the opportunity to step into a leadership role and vowed to do her best for the department.

Lawrence Holborrow, Opa-locka PD, 780 Fisherman Street, 3rd Floor, Opa-locka, FL, said that when things are going right in the City, it is never acknowledged, only when things are bad do you see things being put in writing. Since changes came about and decisions have been made, he is now compelled to write this informing everyone that the manager was the right choice after a nationwide search. He is grateful for the manager and the decisions he has made with the Police Department as it is a step in the right direction.

Commissioner Bass said it is a breath of fresh air to hear the comments made towards the manager and the praises being given to the Police Department. She prays that wisdom supersedes personal interests.

Commissioner Burke said from what he hears, it sounds like the manager is leaving the City. He questioned if there was trouble with the manager's job.

Mayor Pigatt encouraged the residents to take the time to participate during Citizens Input so their opinions can be heard.

12. ACTION ITEMS:

13. ADMINISTRATION:

CONSENT AGENDA:

13-1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AND

THE CITY OF OPA-LOCKA, FLORIDA, TO AUTHORIZE THE MIAMI-DADE COUNTY OFFICE OF FILM AND ENTERTAINMENT TO ISSUE PERMITS TO FILM AND STILL PHOTOGRAPHY PRODUCTION COMPANIES FOR THE UTILIZATION OF CITY FACILITIES AND SERVICES, AS AUTHORIZED BY THE CITY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

13-2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CURRENT MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY, AS AMENDED, IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY RATING SYSTEM REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

It was moved by Commissioner Kelley, seconded by Commissioner Bass to pass the consent agenda.

The motion passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AN AMENDMENT OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND CENTERPOINT PROPERTIES TRUST, TO CONSTRUCT A TRACTOR TRAILER TRUCK PARKING FACILITY ON THE VACANT LAND IDENTIFIED BY FOLIO 08-2129-018-0010 AND 30-2129-018-0010 IN THE I-3 ZONING DISTRICT AND ATTACHED AS EXHIBIT “A” HERETO; 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 Assistant Attorney Cobb.

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 Bass, seconded by Commissioner Burke for discussion.

Planning & Community Development Director Gregory Gay said the changes made to the development are being brought back for transparency and consideration by the commission. He said the staff is recommending approval at this time.

Brian Hollings, CenterPoint Properties, said the item came before the commission about a year ago and since then the market has changed. He said this is the reason for the amendment to make the property a storage yard. They are asking for temporary storage of construction equipment and truck storage and also a small facility that is currently under construction and will be complete and ready for lease in December.

Commissioner Kelley said anytime these kinds of items come about, when changes are made, what is promised does not pan out. For example the landscaping is not a part of the site in terms of beautification, but was originally agreed upon.

Vice Mayor Davis said he is not really a fan of placing heavy equipment at the site because he does not think it will be enforced properly.

Commissioner Burke said he would prefer there be a secure place available for storage rather than construction companies storing their equipment along the side of the road.

Mr. Gay said his understanding is that the primary use is for the parking of tractors and trailers, but the temporary use is for construction equipment.

Mayor Pigatt asked if dirt, stone, or gravel will be stored at the site.

Mr. Gay said it has not been approved for that.

Vice Mayor Davis said that was his concern because the agreement was not clear.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Mr. Hollings thanked the commission for their consideration and approval.

B. APPEALS

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

A. FIRST READING ORDINANCES(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, 2019 AND ENDING SEPTEMBER 30, 2020, 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. *Sponsored by City Manager*

The above ordinance was read by Assistant Attorney Cobb.

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 Kelley for discussion.

Budget Administrator Robert Anathan went on to give a brief presentation explaining that the budget has usually been presented to the commission and the state in one whole document which is a lot of information to review. It has now been split in two to give an opportunity to better review the material. His presentation on the amendment focused on the Police Department, employees' salaries, and beautification projects.

Vice Mayor Davis thanked Mr. Anathan for the work he has done on the budget and presenting it in two forms so it can be more easily viewed by the commission.

Commissioner Kelley agreed with Vice Mayor Davis.

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

Commissioner Burke Yes

Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 13-274(3) TO REQUIRE THAT ALL APARTMENT BUILDINGS WITH ONE HUNDRED FIFTY (150) UNITS OR MORE TO BE REQUIRED TO HAVE ONSITE 24-HOUR ARMED OFF-DUTY POLICE OFFICER SECURITY; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICATIONS WITH ONE HUNDRED FIFTY (150) OR MORE APARTMENT UNITS TO COME A SEPARATE FORM TO BE CREATED BY CITY CONTAINING AN ACKNOWLEDGEMENT THAT A DAILY LOG WILL BE KEPT CONTAINING THE NAME OF THE ONSITE OFF-DUTY POLICE OFFICER BEFORE A PERMIT SHALL BE ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager, Commissioner Kelley, and Vice Mayor Davis*

The above ordinance was read by Assistant Attorney Cobb.

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 Kelley, seconded by Vice Mayor Davis for discussion.

City Manager Pate said over the last ninety days, the drugs and guns that have been taken from both the Cordoba and the Glorietta Apartments have been an accomplishment. The Police Department will continue to monitor those high crime areas.

Vice Mayor Davis thanked Commissioner Kelley, the manager and the Police Department for teaming up and making sure that the City is doing what it needs to do to curb the crime in those areas.

Mayor Pigatt said when the item was first brought forth he was not in support of it because it would affected those complexes with smaller units. He asked the manager how many properties will be impacted by this.

City Manager Pate said there will be three complexes impacted this and he is going to be working with the attorney to determine what additional changes will be made by second reading.

Mayor Pigatt said once these laws are passed they will remain on the books forever and if new developments are constructed, they may be affected by this. He hopes there will be no deterrence for developers and the request to amend be added to the item for second reading.

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

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

C. RESOLUTION(S):

17. CITY MANAGER'S REPORT:

City Manager Pate said normally at the first meeting for the month he provides an update on what was done over the last two weeks and then in the second meeting for the month, he gives a broad update to include updates from each department. In terms of the COVID-19 (Coronavirus) he is taking steps to slowly open and will determine if schools can be open safely without causing a spike in cases. The testing site had closed down temporarily as the workers were needed at another site, but they have since returned and everyone is encouraged to test if need be. He emphasized that even though there are some who feel as if the virus is gone; it is still here and is not going anywhere any time soon. The beautification projects will be moving forward and funds have been placed in the new budget for the completion of these projects.

Mayor Pigatt said he has seen where the bus benches are coming up missing and the riders have to stand around or find somewhere nearby to sit. He asked the manager what can be done in the future to prevent this from happening.

City Manager Pate said the City did not own the benches and when the agreement expired, the vendor came and retrieved the benches.

Mayor Pigatt said that the manager has been working on behalf of the City in the last year and the commission is vested in with all of the projects that have been going on. He said that an opportunity has risen for the manager to move on and work for one of the most talk about cities

in the country which is the City of Milwaukee where George Floyd was murdered. He asked the manager to elaborate on his current situation.

City Manager Pate said he has accomplished many things in the past and have also experienced a lot of negativity and while he is grateful for the opportunity to work in the City, he is torn. He said that while he did apply for the position at the City of Milwaukee, he is one of six finalists and it can go either way as the other finalists are qualified professionals.

Commissioner Bass encouraged the manager not to jump ship until his contract is up as she has seen what he has accomplished and is use to him as the manager for the City.

18. OFFICIAL BOARD REPORTS:

Vice Mayor Davis asked for a report on all five boards to include ordinances, their functions, members, and appointed clerks.

19. FUTURE AGENDA ITEMS:

1. Beautification Project where each member of the commission adopts a particular area in the City to improve – *Sponsored by Commissioner Bass*

Vice Mayor Davis said this item is similar to the item the mayor suggested ahead of this one. He said that he supports it, however, he hopes that the initiative is taken to be responsible for these areas.

Commissioner Kelley agreed and said he hopes the commission takes ownership and utilize the funds that have been set aside to make the beautification project successful.

A debate was held amongst the commission to determine whether or not to take an official vote on the item or be in agreeance on their support of the item.

City Attorney Norris-Weeks said it is not necessary to take an official vote until the item comes back before the commission in the form of legislation.

The commission decided to bring the item back in the form of a resolution and the clerk completed a roll call.

The item passed by a 4-0 vote.

Commissioner Burke

Not Present

Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

2. Protection for Independent Contractors from sexual harassment and other forms of discrimination – *Sponsored by Vice Mayor Davis*

Vice Mayor Davis said in an effort to be more transparent he would like to see this item brought back to support Independent Contractors. He said the item is not of immediate importance in terms of time, but he would like to see legislation at some point in time.

City Manager Pate said he will need to work with the attorney to see how this will affect the City's insurance and possible future liabilities.

The commission decided to bring the item back in the form of a resolution and the clerk completed a roll call.

The item passed by a 4-0 vote.

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

3. Orientation for Newly Elected Officials after each municipal election to include: strategic planning and accountability plan for the manager in the upcoming year outlining the goals of the City moving forward; all departments to present their goals, objectives, and challenges in a workshop setting – *Sponsored by Commissioner Bass*

Mayor Pigatt said he feels it is very important for newly elected officials to be given the information they need including knowledge on how government works. The City currently has no specific information on how new officials are supposed to conduct themselves coming into office.

City Manager Pate asked the commission to give him one month to create a report that details how the workshops will be conducted moving forward. He proposed

November 18, 2020 to come back with the information as the next commission meeting is November 11, 2020 and this is a holiday. This will allow him to gather and research the information to be brought before the commission.

Since the second meeting in November has always been historically in observance of the Thanksgiving holiday the commission agreed with the manager.

A motion was made to cancel the second meeting in November and convene the first Regular Commission Meeting in November on November 18, 2020.

It was moved by Commissioner Kelley, seconded by Vice Mayor Davis to pass the motion.

Mr. Anathan reminded everyone that there will be a budget amendment held in November and it is going to take two hearings.

City Manager Pate said he will get back to the commission because this will take some coordination and they will have to create a timeline for completion of the amendment.

Commissioner Kelley said the advertisement for the first hearing should be ready by the November 18, 2020 meeting so he is unclear as to why this cannot take place.

City Manager Pate said they are currently in the middle of a meeting without consulting with staff on their ability to gathering the information.

Mayor Pigatt asked Commissioner Kelley to defer his motion until the next meeting to give the manager and staff time to compile what is needed for first reading and only vote on the orientation.

There being no further discussion, the motion on the orientation for elected officials passed by a 4-0 vote.

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

4. Develop a standard beautification/detailed maintenance plan for the City –
Sponsored by Mayor Pigatt

Mayor Pigatt said the reason for this item is to ensure the City has a standard of beauty that is put in place to maintain its beautification.

City Manager Pate said once this is brought back to the commission in the form of legislation, the beautification project will have already begun.

Mayor Pigatt withdrew his motion.

19. MAYOR /COMMISSION REPORT:

Commissioner Kelley thanked everyone including Pro Cuts and Carolina Housing for assisting with the book bag giveaway that supplied over 200 book bags to youth in the City of Opa-locka. He also thanked everyone who assisted with the cleanup project at the Gladys Coachman Gardens and the roundabout. He announced that he will be co-hosting a Farm Share food distribution program with Commissioner Burke on October 23, 2020 from 10:00 a.m. – 1:00 p.m. He said he was waiting for final approval from the county regarding the street naming for outgoing Commissioner Barbara Jordan who has always championed for the City throughout her years in public office.

Vice Mayor Davis said they are working on the rental assistance program and are awaiting for the county commissioners to make determination on when the funds will be approved and distributed.

Mayor Pigatt thanked all of the residents and employees that were involved in the community cleanup. He said he is in support of the rental assistance program and hopes the funds will be available soon. He said with everything that is going on in and around the City, it shows that the City is moving forward.

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Davis to adjourn the virtual meeting at 9:29 p.m.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____

AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S DECISION TO ISSUE A PURCHASE ORDER TO PIGGYBACK AGREEMENT NUMBER S-946 BETWEEN MIAMI-DADE-COUNTY, FLORIDA AND INSITUFORM TECHNOLOGIES, LLC FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES TO REHABILITATE PUMP STATION 4 IN THE CITY OF OPA-LOCKA, FOR CURED-IN-PLACE PIPE (CIPP) RELINING METHOD; AUTHORIZING THE CITY MANAGER TO ENTER INTO A FORMAL AGREEMENT REGARDING SAME, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED FORTY THOUSAND ONE HUNDRED NINE DOLLARS AND EIGHTY CENTS (\$540,109.80); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") requires cured-in-place pipe (CIPP) lining rehabilitation of its pump stations to comply with a consent agreement between Miami-Dade County and the City of Opa-Locka, FL ; and

WHEREAS, Pump Station 4 ("Station") is currently under moratorium by Miami-Dade County and there is a need for emergency gravity season relining services; and

WHEREAS, the lining of Pump Station 4 is in need of completion before the rainy season ends to properly flow test the station, which will remove the station from moratorium; and

WHEREAS, Miami-Dade County previously entered into Contract No. S-946 with Insituform Technologies, LLC (attached hereto as Exhibit "A"), for a two-year period commencing September 25, 2019 through September 25, 2021, for cured-in-place pipe lining; and

WHEREAS, the City of Opa-Locka desires to piggyback the existing contract from Miami-Dade County's pool of qualified professional services to complete the rehabilitation of Pump Station 4 and in order to start the work, it was necessary for the City Manager to issue a purchase order on an emergency basis; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the City Manager to piggyback Miami-Dade County, Florida Contract Number S-946 with Insituform Technologies, LLC in order to benefit from already negotiated rates and enter into an agreement for CIPP lining rehabilitation, as attached hereto as Exhibit "B".

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

Section 1. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission of the City of Opa-Locka hereby ratifies the City Manager's decision to issue a Purchase Order to piggyback Contract Number S-946 between Miami-Dade County, Florida and Insituform Technologies, LLC for the provision of qualified professional services to rehabilitate Pump Station 4 in the City Of Opa-Locka for cured-in-place pipe (CIPP) relining method and authorizing the City Manager to enter into a formal agreement regarding same in an amount not to exceed Five Hundred Forty Thousand One Hundred Nine Dollars and Eighty Cents (\$540,109.80) and as attached hereto as Exhibit "B", or in such similar form as may be approved by the City Attorney.

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to the review of the State of Florida Financial Emergency Board for the City of Opa-Locka, FL.

PASSED AND ADOPTED this 28th day of October, 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: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (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:	10/28/2020	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>Account# :</i> 440-75-5356319	<i>(Enter Fund & Dept)</i> Ex: \$540,109.80		Advertising Requirement: <i>(Enter X in box)</i>	Yes	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	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>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Pipe Lining of the Gravity Sewer System for Pump Station 4 service area.

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, ratifying the action of the City Manager to initiate the process to rehabilitate the Pump Station 4 wastewater collection system, applying the cured-in-place pipe (CIPP) relining method, piggybacking an existing contract from Miami-Dade County for qualified professional services to complete this project.

This pump station is part of the moratorium with Miami-Dade County. Approving this Resolution will allow the necessary progress to have all pump station collection areas out of moratorium in FY 21.

Financial Impact - FY 20 Budget

Account	Description	Available	Project	Remaining Balance
75-5356319	Zone 1 & 2	\$750,484.00	\$540,109.80	\$210,374.20
Total			\$540,109.80	

Proposed Action:

Staff recommends approval.

Attachment:

1. Agenda
2. Proposal provided by Insituform Technologies LLC
3. Miami Dade County Piggyback Contract
4. Proposed Contract Agreement between the City and Insituform Technologies LLC

9/30/2020



“The Great City of Opa-locka”
 780 Fisherman Street. Opa-locka, FL 33054

Project Name: 2020 CIPP Rehabilitation PS 4
 Project #: City of Opa-Locka PB MDWS S-946
 Start Date: TBD Completion Date: TBD

PROPOSAL PRICING:

Item	Description	Unit	Qty	Unit Price	Total Price
1.1	CIPP 8" up to 24 feet deep in non-industrial areas	LF	13,495	\$22.90	\$309,035.50
1.13	CIPP 10" up to 24 feet deep in non-industrial areas	LF	300	\$26.70	\$8,010.00
1.14	CIPP 12" up to 24 feet deep in non-industrial areas	LF	1,190	\$31.50	\$37,485.00
2.01	CIPP 15" up to 24 feet deep in non-industrial areas	LF	760	\$45.00	\$34,200.00
1.16	Reinstatement of Service Laterals	EA	359	\$88.20	\$31,663.80
3.01	Sealing Lateral Connections	EA	359	\$227.40	\$81,636.60
N/A	For Bypassing 8" thru 15" Sewer When authorized by Engineer	EA	14	\$1,500.00	\$21,000.00
N/A	Supplemental payment for Installing CIPP in pipeline segments less than 100 LF	EA	1	\$528.90	\$528.90
N/A	Maintenance of Traffic	LS	1	\$5,000.00	\$5,000.00
N/A	Root/Grease Removal 8" Dia. Sanitary Sewer	LF	3,500	\$3.30	\$11,550.00
	TOTAL				\$540,109.80

Submitted By:



Kenny Boeh
 Business Development Manager

CONTRACT

THIS CONTRACT, made and entered into on the 25th day of September, 20 19, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and Insituform Technologies, LLC, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as

"TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946"

at the unit prices reflected in the Proposal, for an aggregate amount up to **Eight Million Dollars and No Cents (U.S. Dollars) \$8,000,000.00.** The Contract will be awarded for an aggregate amount of up to \$8,000,000 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period, whichever occurs first. The two-year term of the Contract will commence with issuance of the Notice to Proceed. The County Mayor or County Mayor's designee has the option to renew the Contract for up to an additional two years on a year to year basis, provided that the Contractor maintains the prices, etc. used in the original contract, with an additional total amount of up to \$8,000,000. Each renewal option will be for a one-year period and up to \$4,000,000. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Proposal.

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of the Proposal as set forth above at the times and in a manner stated in the General Terms and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the

CONTRACT

work, the Contractor shall at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Terms and Conditions, the Supplemental General Terms and Conditions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Criminal Record (Felony) (as amended by Ordinance 00-30; Community Workforce Program County Code Section 2-1701, Office of Miami-Dade County Inspector General (IG) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement – Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The General Terms and Conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that it has read and understands all of said Contract Documents.

6. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11.D(1) Termination for Convenience.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor or Mayor's Designee

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Sarah Egavice Davis 9/19/19
Assistant County Attorney
Miami-Dade Water and Sewer Department



WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST
Jana Lause
(Secretary)
Jana Lause
Contracting and Attesting Officer
(Print or type name)

Insituform Technologies, LLC

(Name of Corporation)

By: Diane Partridge
(Signature of Officer)

Diane Partridge

(Print or type name)

Contracting and Attesting Officer
(Official Title)

17988 Edison Avenue

Chesterfield, MO 63005

(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

CERTIFIED RESOLUTION

I, Jana Lause, the duly elected Contracting and Attesting Officer Secretary of (Name) (LLC)

Insituform Technologies, LLC, a Corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that Diane Partridge, the duly elected Contracting and Attesting Officer of Insituform Technologies, LLC (Name) (Title of Officer)

be and is hereby authorized to execute and submit a Contract and Surety Performance and Payment Bond to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract, Surety Performance and Payment Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 25th day of September, 2019.
(Month) (Year)

By:

Jana Lause
(Secretary)

Jana Lause
Contracting and Attesting Officer

(Print or type name)

(SEAL)

Insituform Technologies, LLC
(Corporate Title)

INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President

Bond No. 107121678**SURETY PERFORMANCE AND PAYMENT BOND**

By this Bond, We, Insituform Technologies, LLC, as Principal, whose principal business address is 17988 Edison Avenue, Chesterfield, MO 63005, as Contractor under the contract dated September 25, 2019, between Principal and Miami-Dade County for the construction of **"TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946"**, (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Travelers Casualty and Surety Company of America

a corporation, whose principal business address is One Tower Square, Hartford, CT 06183 as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") for an aggregate amount up to **Eight Million Dollars and No Cents (U.S. Dollars) \$8,000,000.00**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. The County does not guarantee that the full amount of the Contract will be issued to, or paid to the contractor. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all work due under the Contract, including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract; then this bond is void, otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or the changes, do not affect the Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Continued)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 25th day of September, 2019.

ATTEST:

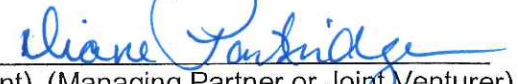

(Secretary)

Janet Hass, Contracting & Attesting Officer
(Print or type name)

CONTRACTOR:

Insituform Technologies, LLC

(Contractor Name)

BY: 
(President) (Managing Partner or Joint Venturer)

Diane Partridge

(Print or type name)

Contracting & Attesting Officer

(Official Title)

(SEAL)

SURETY PERFORMANCE AND PAYMENT BOND (Continued)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

(CORPORATE SEAL)

By: 
(Signature of Attorney-in-Fact)*

Andrew P. Thome, Attorney-in-Fact
(Printed Name of Attorney-in-Fact)

One Tower Square

Hartford, CT 06183
(Address)

860-277-0111
(Telephone)

Travelers Casualty and Surety Company of America
(Printed Name of Surety)

One Tower Square

Hartford, CT 06183
(Address of Surety)

860-277-0111
(Telephone of Surety)

By: 
(Signature of Resident Florida Agent)*

Katherine Cronin
(Printed Name of Agent)

2420 Lakemont Ave., Ste 100

Orlando, FL 32814
(Address)

407-388-2509
(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached

**BOND APPROVED
AS TO INSURANCE REQUIREMENTS**


ISD RISK MANAGEMENT DIVISION

DATE: 17 Sept 19

State of Missouri
County of St. Louis

On September 25, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

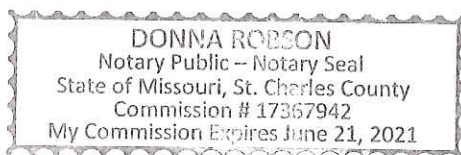
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Donna Robson, Notary Public



My Commission Expires: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **September**, 2019.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

KATHERINE JOANN CRONIN

License Number : W260543

Resident Insurance License

• 0220 - GENERAL LINES (PROP & CAS)

Issue Date

06/04/2015

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fldfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

INSITUFORM TECHNOLOGIES, LLC

FOR

Pipe Lining of the Gravity Sewer System for Pump Station 4 Service Area

AGREEMENT

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

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

And

INSITUFORM TECHNOLOGIES, LLC

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

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR 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 **October 28, 2020**, the CITY authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with **Proposal dated 07/30/2020** submitted to **Rehabilitate Pump Station 4 applying cured-in-place pipe (CIPP) lining method including the provision of M.O.T.** A copy of the Proposal is attached hereto and specifically made a part of this Agreement for the scope of services as set forth in Composite "Exhibit A" and the Resolution package is also attached as Composite "Exhibit B".
- 2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.3 CONTRACTOR 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 CONTRACTOR, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONTRACTOR shall commence work to be performed under this Agreement **upon full execution of Contract**. CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.
- 3.3 Contractor's failure to perform the work specified in Exhibit "A" shall result in Contractor 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 CONTRACTOR for the faithful performance of this Agreement, **\$540,109.80** for work to be completed in accordance with the "Proposal" submitted by CONTRACTOR. Itemized prices for work completed by the CONTRACTOR 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 **five hundred forty thousand one hundred nine dollars and eighty cents.**
- 4.2 Notwithstanding any other provision of this contract, the CONTRACTOR 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 CONTRACTOR except those previously made and still unsettled.

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted by the Contractor 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 Contractor 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 Contractor 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 Contractor'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 **five percent (5%)**. 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 Contractor 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 **five percent (5%)**.
- 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 Contractor to the Owner shall include Partial Release of lien from his company and each subcontractor 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 five percent (95%)** 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 Contractor when:
- (a) The Contract has been fully performed by the Contractor upon the Contractor's fulfilled responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment, and
 - (b) The Contractor has furnished the City with Final Release of Lien from his own company and from each subcontractor 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 Contractor 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
CONTRACTOR'S LIABILITY INSURANCE

- 7.1 The CONTRACTOR 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 CONTRACTOR allow any Subcontractor, if applicable, to commence work on a sub-contract until all similar such insurance required of the subcontractor 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 CONTRACTOR 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 CONTRACTOR shall not continue to work pursuant

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

- 7.5 Contractor'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 \$1,000,000.00 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 CONTRACTOR 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 Contractor.

ARTICLE 8

PROTECTION OF PROPERTY

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

ARTICLE 9

CONTRACTOR'S INDEMNIFICATION

- 9.1 The CONTRACTOR 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 Contractor. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.
- 9.2 The CONTRACTOR 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

CONTRACTOR'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 CONTRACTOR

- 10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor 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 CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

CONTRACT BOND

- 11.1 Contractor shall adhere to the Surety Bond requirements as set forth in attached Exhibit "B".

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 12.1 CITY or CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR 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 CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

15.3 Records:

CONTRACTOR shall keep the as-built drawings, the shop-drawings, books and records and require any and all subcontractors 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 CONTRACTOR 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:

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR, 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 CONTRACTOR 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
City of Opa-Locka
401 NW 7th Avenue
Fort Lauderdale, FL 33311

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

CONTRACTOR: Diane Partridge, Contracting and Attesting Officer
Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, MD 63005
Phone: (636) 530-8000

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 CONTRACTOR 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:

CONTRACTOR 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 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.

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, City Attorney

INSITUFORM TECHNOOGIES, LLC

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:

Proposal dated 09/30/2020 \$540,109.80

Pump Station # 4 Rehabilitation Project

See attached document for Exhibit “B”

CITY’S RESOLUTION No. 20-_____

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE SUBMISSION OF A GRANT APPLICATION TO THE MIAMI-DADE COUNTY "NEAT STREETS MIAMI" TREE PROGRAM AND APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND MIAMI-DADE COUNTY REQUIRING THE CITY OF OPA-LOCKA TO SUBMIT QUARTERLY REPORTS IN CONJUNCTION WITH SAID GRANT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miami-Dade County, through its "Neat Streets Miami" program ("Program"), annually provides grants to municipalities and other organizations interested in planting trees along roadways; and

WHEREAS, City beautification is an interest of the City Commission of the City of Opa-Locka ("City Commission"); and

WHEREAS, in response to the recently discovered and imminently approaching deadline for the Program application submission, City staff has submitted an application to Miami-Dade County for a \$10,220.00 grant to plant forty-five trees along Perviz Avenue (along the east and west sides of the street between Dunad Avenue and NW 151st Street), as shown in Exhibit "A" attached hereto; and

WHEREAS, in conjunction with the grant application, the City is required to enter into an Interlocal Agreement with Miami-Dade County to provide quarterly status reports to Miami-Dade County regarding the trees related to this grant.

WHEREAS, the City Commission finds it in the best interest and welfare of the residents to ratify the submission of the aforementioned grant application to the Miami-Dade County "Neat Streets Miami" Tree Program and enter into an Interlocal Agreement with Miami-Dade County, as attached hereto as Exhibit "B".

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

SECTION 1. RECITALS

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-locka, Florida hereby ratifies the submission of a grant application to fund the planting of forty-five trees along Perviz Avenue and

authorizes the appropriate City official to sign and return the Interlocal Agreement between the City of Opa-locka and Miami-Dade County, attached hereto as Exhibit "B", to provide for the City of Opa-locka to submit quarterly reports.

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 take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 28th day of October, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)

Resolution No. 20-

Vice-Mayor Davis
Mayor Pigatt

_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan			Department Director Signature:			
City Manager:	John E. Pate			CM Signature			
Commission Meeting Date:	Oct 28, 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
				X			X
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact section below		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
ILA 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:

Ratification of application to Miami-Dade County for a \$10,220 grant to plant 45 trees on Perviz Avenue and approval of an Interlocal Agreement with Miami-Dade County for quarterly reporting on these trees.

Staff Summary:

Miami-Dade County, under its "Neat Streets Miami" program, has for the past half dozen years provided grants to municipalities and other organizations to plant trees along roadways. Recently, staff was made aware that the deadline for the FY 21 submission was very quickly approaching. In response to this, and as part of the City's beautification program, staff has submitted a grant application to plant 45 Pink Tabebuia trees along the east and west sides of Perviz Avenue between Dunad Avenue and NW 151st Street. The attached plans indicate the intended location for each tree.

Staff has determined that the total cost of the project will be \$20,442 with \$17,675 for the purchase of the trees and supporting supplies and \$2,767 related to non-incremental staff time associated with the planting and maintenance of the trees. This will be partially offset by a \$10,220 grant. The budget is attached.

Notification will be provided by December 18, 2020 and the planting must be completed by June 25, 2021 with a final report due by July 9, 2021. If awarded the grant, the City is obligated to conduct a community outreach program to notify the residents along Perviz Avenue of the receipt of the grant and its impact on the community.

Additionally, the City is required to participate in an Interlocal Agreement with the County to provide reporting at least quarterly to the County as to the status of these trees.

Financial Impact*

Account	Description	Available	Project	Remaining Balance
41-541530	Road Material & Supplies	\$40,000	\$17,675	\$22,325

* To be partially reimbursed through a grant of \$10,220.

Proposed Action:

Staff recommends that the City Commission ratify the submission of a grant application to the Miami-Dade "Neat Streets Miami" tree program for a grant of \$10,220 and that the City Commission authorize the appropriate City official to sign an Interlocal Agreement with the County for the City to report at least quarterly on the status of the trees.

Attachment:

Resolution
Interlocal Agreement
Planting Plans
Budget

**Miami- Dade County
Parks, Recreation, and Open Spaces Department**

TREE PLANTING REPORTING AGREEMENT

This Interlocal Agreement (the “Agreement”) is made and entered into this 28th day of October, 2020, between the City of Opa-locka, FL (the “Municipality”) and Miami-Dade County (the “County”), hereinafter called the “County.”

Recitals

WHEREAS, the Board of County Commissioners of Miami-Dade County, through Resolution No. R-475-18, directed the County Mayor or County Mayor’s Designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings; and

WHEREAS, the purpose of the Resolution and this Agreement is to encourage municipalities located within Miami-Dade County to provide periodic reports to the County (no less than quarterly) regarding the number of trees planted within their municipality; and

WHEREAS, Neat Streets Miami is desirous of receiving accurate and timely data regarding tree plantings from municipalities; and

WHEREAS, this Board desires to assist Neat Streets Miami in obtaining accurate and timely data from municipalities; and

WHEREAS, the County and the Municipality desire to undertake such activities,

NOW THEREFORE, the County and Municipality agree as follows:

Terms and Conditions of Agreement

Municipality’s Responsibilities. The Municipality shall be responsible for providing periodic reports to the County (no less than quarterly) regarding the number of trees planted within the municipality to include the number of trees planted and the species of the trees planted.

County’s Responsibilities. The County shall be responsible for compiling and maintaining a listing of the number and species of trees planted by the Municipality, based upon the information provided by the Municipality, and will provide the Municipalities that participate in the reporting program an annual report on the number and species of trees planted in Miami-Dade County by the program participants.

1) Indemnification. The Municipality shall indemnify and hold harmless the County its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Municipality or its employees, agents, servants, partners principal or subcontractors. The Municipality shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

The County shall indemnify and hold harmless the Municipality and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Municipality may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes.

2) Term and Termination. The Agreement shall remain in effect for a three-year period. The County or Municipality may terminate this Agreement for any reason, including for its own convenience, by written notice, without any liability to either party. The County and Municipality may renew the Agreement for additional three-year periods upon mutual agreement of the parties.

3) Assignment. This Agreement is non-transferrable and non-assignable in whole or in part without the written consent of the County and the Municipality.

4) Compliance with Laws. The County and Municipality agree that each party shall, at all times, comply with all applicable local, state, and federal laws, ordinances, codes, statutes, and rules and regulations.

5) Authority of Signatories. The undersigned executing this Agreement on behalf of the Municipality represents and warrants that he/she has authority to bind the Municipality under this Agreement.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.

NAME OF MUNICIPALITY: City of Opa-locka, FL

BY: _____ DATE: _____
Municipality Representative's Signature

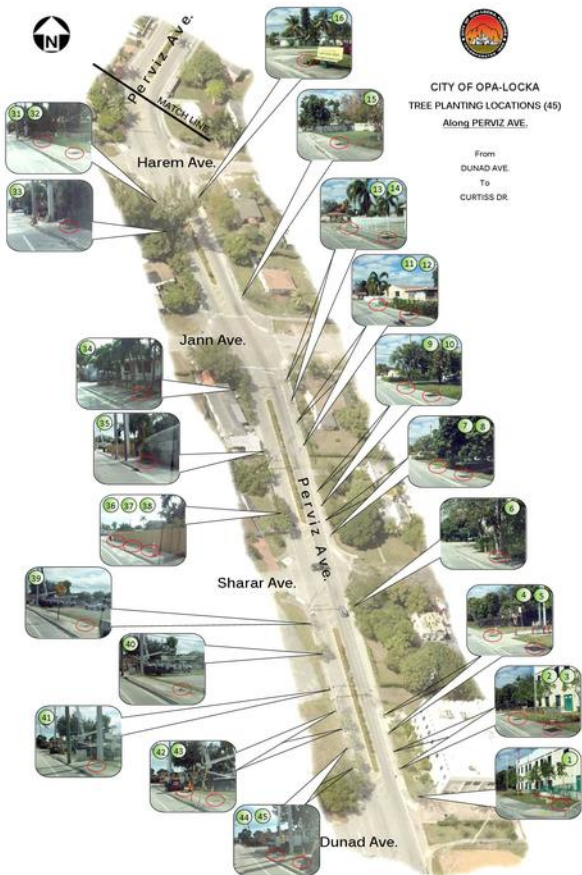
PRINT NAME: Matthew A. Pigatt

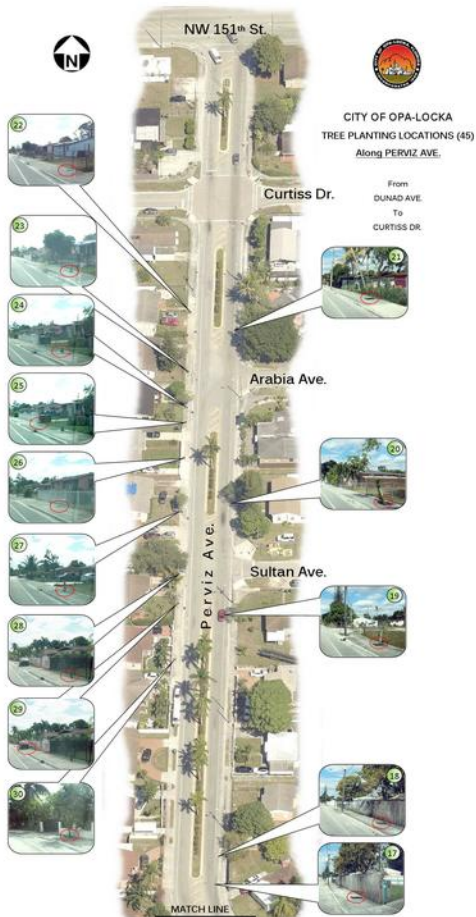
TITLE: Mayor

MIAMI-DADE COUNTY, FLORIDA

BY: _____ DATE: _____
Mayor
Miami-Dade County

LEGAL SUFFICIENCY: _____ DATE: _____
County Attorney







BUDGET
City of Opa-locka
Perviz Avenue

	Cost Per Unit	Quantity	Grant Funds	Match Funds	Total Budget
DIRECT COSTS					
Trees					
Pink Tabua	\$ 375.00	45	\$ 8,437.50	\$ 8,437.50	\$ 16,875.00
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
<i>Total number of trees</i>		45			
Supplies					
Mulch	\$ 4.00	200	\$ 400.00	\$ 400.00	\$ 800.00
Stakes					
Rental of auger					
Staff Hours (Project-Related)					
Site preparation	See Staff Hour Est. Sheet			\$ 67.73	\$ 67.73
Installation/Staking	See Staff Hour Est. Sheet			\$ 284.04	\$ 284.04
Watering/Maintenance	See Staff Hour Est. Sheet			\$ 1,542.60	\$ 1,542.60
INDIRECT COSTS - not to exceed 10% of award total					
Inkind Labor					
Grant Management	See Staff Hour Est. Sheet			\$ 692.16	\$ 692.16
Education/Outreach	See Staff Hour Est. Sheet			\$ -	\$ -
Community Outreach Materials	\$ 2.50	100		\$ 180.00	\$ 180.00
TOTAL COSTS:			\$ 8,837.50	\$ 11,604.03	\$ 20,441.53

<i>Indirect Costs Cannot Exceed</i>	\$ 883.75
<i>Current Indirect Costs Subtotal</i>	\$ 872.16

*All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the Florida Grades and Standards for Nursery Plants.
**All final invoices at closeout need to reflect the above statement.



STAFF ACTIVITY LOG
ORGANIZATION NAME
NAME OF PROJECT

Allowable Direct Costs (Match - no cap)

Planting Site Preparation

Date	Staff Name/Title	Activity	Hours Worked	Hourly Rate	Total Cost
3/1/2021	King Leonard	Tree locations and marking	2	\$ 27.09	\$ 54.18
3/15/2021	King Leonard	Sunshine 311 Call to schedule dig clearance for project	0.5	\$ 27.09	\$ 13.55
TOTAL:					\$ 67.73

Installation and Staking

Date	Staff Name/Title	Activity	Hours Worked	Hourly Rate	Total Cost
4/1/2021	Barnes, Kama	20 trees planted	6	\$ 14.42	\$ 86.52
4/1/2021	McPhee, Kendrick	20 trees planted	6	\$ 14.42	\$ 86.52
4/1/2021	Johnson, Jimmy	20 trees planted	6	\$ 18.50	\$ 111.00
4/2/2021	Witherspoon, Willie	Site visit, staking and trunk protector install	3	\$ 16.00	\$ 48.00
TOTAL:					\$ 284.04

Watering and Maintenance

Date	Staff Name/Title	Activity	Hours Worked	Hourly Rate	Total Cost
5/1/2021	Johnson, Jimmy	Watering 60 trees (Month 1)	40	\$ 18.50	\$ 740.00
6/1/2021	McPhee, Kendrick	Watering 60 trees (Month 2)	30	\$ 14.42	\$ 432.60
7/1/2021	Johnson, Jimmy	Watering 60 trees (Month 3)	20	\$ 18.50	\$ 370.00
TOTAL:					\$ 1,542.60

Allowable Indirect Costs (Match - 10% cap)

Grant Management

Date	Staff Name/Title	Activity	Hours Worked	Hourly Rate	Total Cost
4/1/2021	Yesly Guillen	Contract execution	6	\$ 21.63	\$ 129.78
5/1/2021	Yesly Guillen	Deliverable review	20	\$ 21.63	\$ 432.60
6/1/2021	Yesly Guillen	Closeout report preparation	6	\$ 21.63	\$ 129.78
TOTAL:					\$ 692.16

Community Outreach and Education

Date	Staff Name/Title	Activity	Hours Worked	Hourly Rate	Total Cost
5/1/2021	Jessica Modkins	Marketing collateral development	6		\$ -
6/1/2021	Jessica Modkins	Social media creation and posting	4		\$ -
6/1/2021	Jessica Modkins	Webinar hosting - new trees!	1		\$ -
	Outsourced - No hourly rate				
TOTAL:					\$ -

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, 2019 AND ENDING SEPTEMBER 30, 2020, 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

WHEREAS, the City Commission of the City of Opa-locka, FL adopted its 2019-2020 fiscal year General, Proprietary and Special Revenue Funds budgets by passage of Ordinances 19-12 and 19-13, and further amended by passage of Ordinances 20-06, 20-09, 20-11 and 20-14, and

WHEREAS, pursuant to Florida Statute 166.241(5), the governing body of each municipality at any time within a fiscal year or within 60 days following the end of 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 2019-2020 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, 2019, 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 2019-2020, 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 Charter and the adopted Code of Ordinances in accordance with the adopted Amended General, Proprietary and Special Revenue Funds Budgets for Fiscal Year 2019-2020.

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 14th day of October, 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: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



Neighbors **4** Neighbors

SPREAD JOY BY ADOPTING A FAMILY FOR THE HOLIDAYS

For 28 years, Neighbors 4 Neighbors has connected those in need with those who can help, not just during the holidays, but all year long. Last year our Adopt A Family 4 the Holidays Program served thousands of members of our community, a total of \$303,190 was raised in goods and services to help families in need. We are proud to have T-Mobile, Hoffman's Chocolates and Tri-Rail as our partners this year. With their support and yours, we hope to help even more families in 2020.

Learn now you can spread Joy this year, by visiting our website or by dialing ****GIVE on your mobile device.**

Neighbors **4** Neighbors



T Mobile  TRI-RAIL

To help Neighbors 4 Neighbors or learn more about our mission visit
www.neighbors4neighbors.org

Call Neighbors 4 Neighbors at 305.597.4404 or watch **4** and **my 33** for more.

A Community Service of  in partnership with CBS4



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 Virtual Regular Commission Meeting on **Wednesday, October 28, 2020 at 7:00 p.m.** to consider the following item:

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, 2019 AND ENDING SEPTEMBER 30, 2020, 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. *Sponsored by City Manager*

Additional information on the above items 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 October 28, 2020.

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:	Oct 14, 2020		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance X
Fiscal Impact: <i>(Enter X in box)</i> N/A	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>	Yes X	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes X	No
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's Office	City Manager	

Short Title:

FY 20 Budget Amendment #5 – FY 20

Staff Summary:

Budget amendments are submitted at the end of each fiscal year to ensure that budgets for each account are sufficient to cover all expenditures incurred during the year. Budget amendments for a fiscal year are authorized up to November 30th, 60 days after the end of the fiscal year. The year-end budget amendment is normally a very large document presented in November, placing a significant burden on City staff, the Commission and State staff to review and subsequently approve the entirety of the details before the cut-off date. To facilitate the process this year, an initial year-end budget amendment is being submitted at this time to address many known issues to allow a more orderly and less time-constrained evaluation of many year-end issues. This will also allow a more timely payment to vendors in regard to outstanding invoices. A second year-end budget amendment will be submitted in November addressing additional issues arising as the result of the year-end accounting process.

To further assist in evaluating the proposed amendments, the detailed listing has been slightly modified. For each item, the accounts requiring additional funding are highlighted in yellow. The source of the funding is highlighted in blue.

Budget Amendment #5 is composed of 31 individual items, of which seven are deemed to be material, as follows.

#1 – Vehicle Maintenance – Other Contracted Services – Vehicle repair requirements have been extremely high this year, necessitating a \$25,000 increase to \$90,000.

#3 – Roads & Streets – Other Contracted Services – Year-end activity, including addressing beautification issues, resulted in additional fencing requirements, road repair, sidewalk maintenance, street pressure-cleaning and clean-up activity, both within the parks and also on Cairo Lane, has resulted in a requirement to increase this budget by \$80,000 to \$378,480.

#7 – Special Law Enforcement Fund – Public Safety Equipment – The Special Law Enforcement Fund is a fund containing proceeds received by the City related to various seizures and forfeitures which occurred as the result of the City's Police Department participation in anti-crime task forces. There was an available fund balance of \$670,730 at the start of FY 20. The Police Department may use these funds for a wide range of police-related goods and services as long as the department's budget isn't otherwise reduced due to the use of these funds (supplanting). The City's financial consultant has advised that the indicated usage is correct under the current circumstance. The Department has identified a need to acquire approximately \$100,000 of goods to be used to better carry out its duties.

#9 – Special Law Enforcement Fund – Clothing – This is also sourced from the Special Law Enforcement Fund under the circumstances as discussed in Item #7 and addresses approximately \$110,000 of uniform-related items the Department believes is required.

#16 – Building Maintenance – Compensation – During the first several months of the fiscal year, compensation was higher than appropriate for the personnel assigned to the division. This budget amendment is submitted on a precautionary basis in the event that the issue isn't resolved by November 30, the end of FY 20 for accounting purposes.

#17 – Public Works Administration – Compensation – Compensation charges from this division were intended to be allocated to a couple of other divisions where members of this division also worked, but weren't allocated. This amendment ensures the appropriate budget is available in view of these charges not being allocated to other divisions.

#18 – Police – Patrol – Regular Salary – The budget for this account requires an addition of \$450,000 for several reasons.

1. Police receive compensation in many categories, including overtime, longevity bonuses and the cashing out of unused leave. Each of these modes of compensation has its own account and budget. Currently nearly all of this expense is being charged to Regular Salary rather than the intended account.
2. A new duty rotation was implemented at the start of the calendar year, resulting in most officers working on average 42 hours per week rather than 40 hours, a 5% increase. Additionally, officers assigned to the night duty section were provided a 3% premium.
3. A preliminary sampling of pay records indicate additional hours compensated above the base scheduled hours approaching 10%. This is higher than budgeted and requires further review.
4. The budget didn't account for the fact that officers are compensated for holidays in addition to hours worked rather than in place of hours worked with the latter being the norm for the remainder of the City's employees. This adds approximately another 5% to Regular Salary.

This is a systemic issue which will require consideration due to its impact on the City's five-year plan.

.Proposed Action:

Staff recommends that the City Commission approve the proposed amendments.

Attachment:

1. Summary of the recommended amendments
2. Detailed information on each recommended amendment

FY 20 Budget Amendment #5

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 #4</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	19,332,329	734,292	1,248,919	1,503,436	668,518	3,495,364	-	2,404,911	702,356	30,090,125
Fund Balance	-	78,055	536,181	280,637	-	-	28,000	-	-	922,873
Total Funding	19,332,329	812,347	1,785,100	1,784,073	668,518	3,495,364	28,000	2,404,911	702,356	31,012,998
Expenditure	19,332,329	812,347	1,785,100	1,784,073	668,518	3,495,364	28,000	2,404,911	702,356	31,012,998
<u>Amendment #5</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	401,308	-	-	-	31,200	-	-	-	-	432,508
Fund Balance	-	-	-	-	-	401,308	210,000	-	-	611,308
Total Funding	401,308	-	-	-	31,200	401,308	210,000	-	-	1,043,816
Expenditure	401,308	-	-	-	31,200	401,308	210,000	-	-	1,043,816
<u>Budget Thru Amend #5</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	19,733,637	734,292	1,248,919	1,503,436	699,718	3,495,364	-	2,404,911	702,356	30,522,633
Fund Balance	-	78,055	536,181	280,637	-	401,308	238,000	-	-	1,534,181
Total Funding	19,733,637	812,347	1,785,100	1,784,073	699,718	3,896,672	238,000	2,404,911	702,356	32,056,814
Expenditure	19,733,637	812,347	1,785,100	1,784,073	699,718	3,896,672	238,000	2,404,911	702,356	32,056,814

FY 20 Budget Amendment #5

General Fund

Funding

Revenue/Loans/Trans In
Fund Balance
Total Funding

Expenditure

Commission
CM - Executive
CM - General Government
CM - Reserve
CM - Emergency
CM - Interfund
Clerk
Attorney
Finance
Human Resources
Planning & Community Dev
Building & Licenses
Parks & Recreation
Police
Code Enforcement
Public Works - Admin
Public Works - Bldg Maintenance
Public Works - Streets
Public Works - Trash
Public Works - Vehicle Maintenance
Total Expenditure

Budget Thru Amend #4	Amendment #5	Budget Thru Amend #5
19,332,329	401,308	19,733,637
-	-	-
19,332,329	401,308	19,733,637
212,652	-	212,652
829,986	-	829,986
3,165,460	31,200	3,196,660
759,443	(112,200)	647,243
29,500	-	29,500
317,000	-	317,000
460,654	-	460,654
673,983	-	673,983
864,838	-	864,838
303,525	-	303,525
421,762	-	421,762
480,644	-	480,644
999,512	-	999,512
6,175,227	401,308	6,576,535
473,226	-	473,226
369,179	81,000	450,179
701,973	-	701,973
1,304,762	-	1,304,762
110,000	-	110,000
679,003	-	679,003
19,332,329	401,308	19,733,637

FY 20 Budget Amendment #5

Enterprise Funds			
	Water Sewer Fund	Storm Water Fund	Total Ent Funds
<u>Budget Thru Amend #4</u>			
<u>Funding</u>			
Revenue/Loans/Trans In	17,350,384	1,466,312	18,816,696
Fund Balance	-	136,000	136,000
Total Funding	17,350,384	1,602,312	18,952,696
Expenditure	17,350,384	1,602,312	18,952,696
<u>Amendment #5</u>			
<u>Funding</u>			
Revenue/Loans/Trans In	-	-	-
Fund Balance	-	-	-
Total Funding	-	-	-
Expenditure	-	-	-
<u>Budget Thru Amend #5</u>			
<u>Funding</u>			
Revenue/Loans/Trans In	17,350,384	1,466,312	18,816,696
Fund Balance	-	136,000	136,000
Total Funding	17,350,384	1,602,312	18,952,696
Expenditure	17,350,384	1,602,312	18,952,696

FY 20 Budget Amendment #5

#	Amendment Details				Budget	Adj	Revised	Comments
1	<u>Vehicle Maintenance - Contracted Services</u>							
	Veh Mnt	Exp	49-541340	Other Contract Services	70,000	25,000	95,000	Higher than normal amount of repairs. Offset by gasoline and tire savings.
	Veh Mnt	Exp	49-541450	Gas, Oil, Grease	239,000	(12,000)	227,000	
	Veh Mnt	Exp	49-541543	Tires & Wheels	30,000	(13,000)	17,000	
2	<u>Vehicle Maintenance - Parts</u>							
	Veh Mnt	Exp	49-541542	Parts & Repairs	80,000	8,000	88,000	Higher than normal amount parts requirement. Offset by gasoline savings.
	Veh Mnt	Exp	49-541450	Gas, Oil, Grease *	227,000	(8,000)	219,000	
	* Reduced budget due to Item #1							
3	<u>Roads & Streets - Contracted Services</u>							
	Rds & St	Exp	41-541340	Other Contracted Services	298,480	80,000	378,480	Additional requirements for fencing, road repair, sidewalk replacement, street pressure cleaning and park clean-up not in current forecast. Also, debris removal from Cairo Lane. Offsetting saving from machinery & equipment
	Rds & St	Exp	41-541640	Machinery & Equipment	158,358	(65,000)	93,358	
	Rds & St	Exp	41-541530	Road Materials & Supplies	59,000	(15,000)	44,000	
4	<u>Roads & Streets - Equipment Rental</u>							
	Rds & St	Exp	41-541440	Rentals & Leases	15,000	5,000	20,000	Additional requirements to rent dozers & boom lifts, offset by savings in road materials
	Rds & St	Exp	41-541530	Road Materials & Supplies *	44,000	(5,000)	39,000	
	* Reduced budget due to Item #3							
5	<u>Roads & Streets - Miscellaneous Expense</u>							
	Rds & St	Exp	41-541520	Operating Expense	15,000	4,000	19,000	Unbudgeted expenditure for tents (\$3,750) and masks (4,469), 90% reimbursable, results in need for small budget amendment.
	Rds & St	Exp	41-541530	Road Materials & Supplies *	39,000	(4,000)	35,000	
	* Reduced budget due to Item #3 & #4							
6	<u>Peoples' Transportation Plan - Community Bus</u>							
	PTP	Exp	47-541342	Community Bus Service	209,000	5,000	214,000	Cost varies slightly by month and will come in around \$209,000. This amendment will ensure account won't be overspent.
	PTP	Exp	47-541816	Bus Shelters	20,000	(5,000)	15,000	

FY 20 Budget Amendment #5

<u>#</u>	<u>Amendment Details</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
7	<u>Special Law Enforcement - Public Safety Equipment</u>						
	Sp Law	Exp 65-521644	Public Safety Equipment	-	100,000	100,000	Replenishment of supplies related to evidence gathering, flares, body armor, ammunition, test kits, first aid kits, batteries and battery chargers. Available fund balance - \$670,730.
	Sp Law	Fnd 165-383010	Transfer In - Fund Balance	-	100,000	100,000	
8	<u>Police - Patrol - Communication Equipment Repair</u>						
	Ptrl	Exp 22-521643	Communication Equipment	-	3,000	3,000	Repair of radio equipment
	Ptrl	Exp 22-521648	Auto Lease/Purchase	21,900	(3,000)	18,900	
	* Reduced budget due to Item #7						
9	<u>Special Law Enforcement - Clothing</u>						
	Ptrl	Exp 65-521521	Clothing & Uniform Expense	19,040	110,000	129,040	Replenishment of uniforms and other clothing
	Sp Law	Fnd 165-383010	Transfer In - Fund Balance	100,000	110,000	210,000	
	* Reduced budget due to Item #8						
10	<u>Police - Patrol - Moved To Correct Account</u>						
	Ptrl	Exp 22-521466	Repair & Maint - Veh & Equip	-	13,500	13,500	Moving charge for vehicle maintenance to correct account.
	Ptrl	Exp 22-521648	Auto Lease/Purchase	18,900	(13,500)	5,400	
11	<u>Police - Patrol - Vehicle Decontamination</u>						
	Ptrl	Exp 22-521340	Other Contracted Services	-	300	300	Decontamination of vehicle
	Ptrl	Exp 22-521648	Auto Lease/Purchase *	5,400	(300)	5,100	
	* Reduced budget due to Item #10						
12	<u>City Manager - Overtime</u>						
	Mgr	Exp 12-512140	Salaries - Overtime	-	50	50	Minor overtime adjustment
	Mgr	Exp 12-512541	Education	1,170	(50)	1,120	
13	<u>Finance - Overtime</u>						
	Finan	Exp 17-513140	Salaries - Overtime	-	150	150	Minor overtime adjustment
	Finan	Exp 17-513110	Salaries - Executive	12,000	(150)	11,850	

FY 20 Budget Amendment #5

#	Amendment Details			Budget	Adj	Revised	Comments
14	<u>Police - Admin - Overtime</u>						
	Pol - Ad	Exp 36-521140	Salaries - Overtime	1,000	2,000	3,000	Minor overtime adjustment
	Pol - Ad	Exp 36-521130	Salaries - Part Time	115,954	(2,000)	113,954	
15	<u>Parks & Recreation - Compensation</u>						
	Prk & Rec	Exp 72-572110	Salaries - Executive	70,304	2,000	72,304	Minor compensation adjustment
	Prk & Rec	Exp 72-572140	Salaries - Overtime	1,000	3,000	4,000	
	Prk & Rec	Exp 72-572120	Salaries - Regular	247,889	(5,000)	242,889	
16	<u>Building Maintenance - Compensation</u>						
	Bldg Mnt	Exp 39-541120	Salaries-Regular	109,554	22,000	131,554	Compensation during first six months greater than appropriate for the three employees assigned to division. Budget amendment submitted in case issue not resolved by November 30, 2020 when fiscal year is considered closed.
	Bldg Mnt	Exp 39-541140	Salaries - Overtime	2,000	1,500	3,500	
	Bldg Mnt	Exp 39-541210	FICA	8,381	1,900	10,281	
	Bldg Mnt	Exp 39-541220	Retirement	9,279	2,100	11,379	
	Bldg Mnt	Exp 39-541230	Life And Health Insurance	31,034	4,500	35,534	
	Bldg Mnt	Exp 39-541992	Building Maint Reserve	41,985	(32,000)	9,985	
17	<u>PW - Administration - Unallocated Compensation</u>						
	PW - Ad	Exp 32-541110	Salaries - Executive	160,000	28,500	188,500	Compensation not allocated as budgeted. Compensation expense budgeted to allocate compensation to Building & Licenses, Vehicle Maintenance and Water-Sewer CIP, but did not occur.
	PW - Ad	Exp 32-541120	Salaries - Regular	55,702	27,500	83,202	
	PW - Ad	Exp 32-541210	FICA	11,147	11,000	22,147	
	PW - Ad	Exp 32-541220	Retirement	12,341	12,000	24,341	
	PW - Ad	Exp 32-541230	Life And Health Insurance	21,511	2,000	23,511	
	GF Res	Exp 81-581992	General Fund Reserves	500,000	(81,000)	419,000	

FY 20 Budget Amendment #5

<u>#</u>	<u>Amendment Details</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
18	<u>Police - Patrol - Compensation</u>						
	Ptrl	Exp 22-521120	Salaries - Regular	2,099,566	450,000	2,549,566	Salaries are increased for several reasons. 1. Compensation costs which should be going to various compensation accounts are all going to the Regular Salaries account. Overtime, Longevity Compensation and Unused Leave Pay-Out account budgets adjusted downward to reflect these charges are going into the Regular Salaries account. 2. Base hours per week for most officers changed from 40 hours per week to 42 hours per week due to new duty rotation. Additional 3% premium provided to officers on night duty section. 3. Overtime hours (most of which reported in Regular Salaries) were higher than budgeted. 4. Budget didn't recognize that officers receive holiday pay in addition to base pay. Compensation overage funded by a portion of the additional revenue received when bank released \$5.2 million of retained surplus revenue, half of which went to General Fund.
	Ptrl	Exp 22-521210	FICA	177,384	14,108	191,492	
	Ptrl	Exp 22-521220	Retirement	590,815	32,200	623,015	
	Ptrl	Exp 22-521140	Salaries - Overtime	150,000	(70,000)	80,000	
	Ptrl	Exp 22-521150	Longevity	25,000	(25,000)	-	
	Gen Fund	Tran 001-381230	Trans-In From Debt Service	2,285,508	401,308	2,686,816	
	Debt Svc	Tran 83-513910	Trans-Out To Gen Fund	2,285,508	401,308	2,686,816	
	Debt Svc	Func 83-381010	Fund Balance Usage	-	401,308	401,308	
19	<u>Sewer - Small Tools</u>						
	Sewer	Exp 35-535555	Small Tools & Supplies	500	1,000	1,500	Minor adjustment to Small Tools & Supplies
	Sewer	Exp 35-535340	Other Contracted Services	310,000	(1,000)	309,000	
20	<u>Town Center - Water</u>						
	Twn Ctr	Exp 62-519430	Electric, Gas, Water	85,000	15,000	100,000	Increased water cost. Previous water billing was significantly understated. Funded by contribution from General Fund
	Twn Ctr	Trf-1490-381001	Transfer In To Fund	379,155	15,000	394,155	
	Gen Fund	Trf-C 19-519448	Transfer Out To Town Center	-	15,000	15,000	
	GF Res	Exp 81-581992	General Fund Reserves *	419,000	(15,000)	404,000	
	* Reduced budget due to Item #17						

FY 20 Budget Amendment #5

<u>#</u>	<u>Amendment Details</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
21	<u>Town Center - Other Contracted Services</u>						
	TwN Ctr	Exp 62-519340	Other Contracted Services	263,000	15,000	278,000	Increased costs to address mold remediation, building disinfection and services to resolve tenant issue. Funded by contribution from General Fund
	TwN Ctr	Trf-It 490-381001	Transfer In To Fund	394,155	15,000	409,155	
	Gen Fund	Trf-C 19-519448	Transfer Out To Town Center	15,000	15,000	30,000	
	GF Res	Exp 81-581992	General Fund Reserves *	404,000	(15,000)	389,000	
	* Reduced budget due to Item #17 & #20						
22	<u>General Fund - Non-Department</u>						
	Non-Dpt	Exp 19-519430	Electric Gas Water	267,000	21,000	288,000	Increase in water charges due to large retroactive water bill recently received. Amount due to State for current year red light camera fees over budgeted by \$90,000.
	Non-Dpt	Exp 19-519994	State -RLC Fees - Cur Year	1,121,483	(21,000)	1,100,483	
23	<u>Sewer - Electricity</u>						
	Sewer	Exp 35-535430	Electric Gas Water	90,000	2,000	92,000	Minor adjustment to prevent overspend
	Sewer	Exp 35-535340	Other Contracted Services *	309,000	(2,000)	307,000	
	* Reduced budget due to Item #19						
24	<u>Town Center - Compensation</u>						
	TwN Ctr	Exp 62-519120	Salaries - Regular	29,120	1,000	30,120	Minor adjustment to prevent overspend. Funded from General Fund.
	TwN Ctr	Exp 62-519140	Salaries - Overtime	-	200	200	
	TwN Ctr	Trf-It 490-381001	Transfer In To Fund	409,155	1,200	410,355	
	Gen Fund	Trf-C 19-519448	Transfer Out To Town Center	30,000	1,200	31,200	
	GF Res	Exp 81-581992	General Fund Reserves *	389,000	(1,200)	387,800	
	* Reduced budget due to Item #17, #20 & #21						
25	<u>Police - Administration</u>						
	Pol Ad	Exp 36-521461	Repair & Maintenance - Bldg	-	300	300	Paint for office
	Pol Ad	Exp 36- 521340	Other Contracted Services	10,000	(300)	9,700	
26	<u>Police - Administration</u>						
	Pol Ad	Exp 36-521462	Office Furniture & Equip	-	1,500	1,500	Shredder equipment
	Pol Ad	Exp 36- 521340	Other Contracted Services *	9,700	(1,500)	8,200	
	* Reduced budget due to Item #25						

FY 20 Budget Amendment #5

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
27	<u>Water-Sewer Finance - Legal Fees</u>							
	WS Fin	Exp	61-514370	Legal Counsel	150,000	50,000	200,000	To cover possibility that legal expense in regard to utility billing issue may exceed budget
	WS Fin	Exp	61-514380	Legal Settlements	355,000	(50,000)	305,000	
28	<u>Building Maintenance</u>							
	Bldg Mnt	Exp	39-541340	Other Contracted Services	-	3,000	3,000	Fence repair
	Bldg Mnt	Exp	39-541992	PW Building Maint Reserve *	9,985	(3,000)	6,985	
	* Reduced budget due to Item #16							
29	<u>City Clerk - Temporary Staff</u>							
	Clerk	Exp	16-512312	Other Professional Services	24,538	5,500	30,038	Temporary staff to prepare minutes
	Clerk	Exp	16- 512528	Software Licensing	7,500	(5,500)	2,000	
30	<u>Information Technology - Postage</u>							
	IT	Exp	85-512420	Postage	-	100	100	Minor adjustment for postage
	IT	Exp	85-512528	Software Licensing	181,505	(100)	181,405	
31	<u>HR - ADP Charges</u>							
	HR	Exp	13-513340	Other Contracted Services	25,800	18,000	43,800	Unknown additional ADP charges are occurring. This is being researched, but a budget amendment is being submitted in the event that not resolved by November 30th, the closing date for FY 20
	HR	Exp	13-513120	Salaries - Regular	71,458	(18,000)	53,458	