

City of Opa-locka

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



Virtual Regular Commission Meeting Agenda

Wednesday, May 27, 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.

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 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 with instructions on providing comments ahead of the meeting.

Public Comment

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

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.

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
May 27, 2020
7:00 P.M.

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

Virtual Regular Commission Meeting Minutes – May 13, 2020
Virtual Special Commission Meeting Minutes – May 14, 2020
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - 1. Airia Austin, Public Works/CIP Director**
City of Opa-locka
re: Roads and Streets
- 11. CITIZENS’ FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)
- 12. ACTION ITEMS (items from consent agenda pull list):**
- 13. ADMINISTRATION:**

CONSENT AGENDA:
 - 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AND APPROVING TO TRANSFER THE**

SOURCE OF FUNDING OF THE 141ST STREET ROADWAY MILLING AND RESURFACING PROJECT FROM THE GENERAL FUND TO THE SAFE NEIGHBORHOOD FUND; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY FLORIDA CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES IN ORDER TO CONTINUE A MILLING AND RESURFACING PROJECT WITHIN THE CITY OF OPA-LOCKA, FLORIDA, IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED EIGHTY TWO THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS (\$1,182,462.00) AND IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY, FLORIDA, CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES TO COMPLETE THE LS0 SERVICE BASIN CURED-IN-PLACE PIPE LINING (CIPP) METHOD REHABILITATION OF PUMP STATION #7 IN THE CITY OF OPA-LOCKA, FLORIDA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THREE THOUSAND SIX HUNDRED DOLLARS (\$103,600.00), IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY, FLORIDA, CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES TO COMPLETE THE LS0 SERVICE BASIN CURED-IN-PLACE PIPE LINING (CIPP) METHOD REHABILITATION OF PUMP STATION #8 WITHIN THE CITY OF OPA-LOCKA, FLORIDA, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHT THOUSAND SIX HUNDRED NINETY FIVE DOLLARS (\$308,695.00), IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE PROTECTIONS OF EXEMPT PUBLIC INFORMATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE MIAMI-DADE COUNTY'S "AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY

APPRAISER”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE EXECUTION OF A DRAINAGE EASEMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND CASTLE OPA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR A SPECIFIC PORTION OF A PUBLIC RIGHT-OF-WAY KNOWN AS SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING 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*

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

C. RESOLUTIONS:

17. CITY MANAGER’S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

20. OFFICIAL BOARD APPOINTMENTS:

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

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

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

**Planning & Zoning Board
1 At-Large Appointment**

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. Feeding South Florida Drive-Thru Food Distribution, Tuesday, May 27, 2020 at 9:00 a.m. – 11:00 a.m., Sherbondy Park Pavilion, 215 Perviz Avenue, Opa-locka, Florida.**
- B. Health in the Hood Filling Fridges Drive-Thru Pantry, every Tuesday and Thursday at 11:00 a.m., Opa-locka Community Development Corporation, 675 Ali-baba Avenue, Opa-locka, Florida. For more information, please text (305) 714-2264 – www.healthinthehood.org**
- C. Virtual Opa-locka Community Redevelopment Agency Meeting, Wednesday, May 27, 2020 at 5:00 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>**
- D. City of Opa-locka Virtual COVID-19 Workshop, Thursday, May 28, 2020 at 5:30 p.m. This meeting will be streamed live at <http://www.youtube.com/user/CityofOpalocka>**

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
VIRTUAL REGULAR COMMISSION MEETING
Wednesday, May 13, 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, May 13, 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 Joseph L. Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

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

The following items were pulled from the Consent Agenda to be discussed separately under Action Items: pulled 13-1 (Commissioner Kelley).

NEW ITEMS:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE MATTER “THE BROWN LAW GROUP, LLC. VS. CITY OF OPA-LOCKA”, ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by City Clerk Flores.

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

Mayor Pigatt asked the manager to clarify why the emergency item is being added to agenda.

City Manager Pate said there is pending litigation with The Brown Law Group and a settlement is needed in regards to funds that the City has owed. He is recommending approval on the item so that an immediate down payment can be made on May 15, 2020.

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

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

7. APPROVAL OF AGENDA:

It was moved by Commissioner Bass, seconded by Vice Mayor Davis 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 Regular Commission Meeting Minutes – April 22, 2020

It was moved by Vice Mayor Davis, seconded by Commissioner Bass to approve the minutes from the Virtual Regular Commission Meeting of April 22, 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 – April 30, 2020

It was moved by Commissioner Bass, seconded by Vice Mayor Davis to approve the minutes from the Virtual Special Commission Meeting of April 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:

- 1. Jessica Garrett Modkins, President**
Hip Rock Star, LLC
Ref: COVID-19 Public Relations and Marketing Services

Ms. Modkins made a presentation to the commission about providing public relations, advertisement, marketing and communication services.

11. CITIZENS' INPUT:

12. ACTION ITEMS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMERGENCY AGREEMENT WITH HIP ROCK STAR, LLC FOR PUBLIC RELATIONS AND MARKETING SERVICES IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000.00), AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

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

City Manager Pate said this item is a short term agreement for ninety (90) days to provide information to the public regarding the Coronavirus (COVID-19).

Commissioner Kelley asked the manager how the City came across the company.

City Manager Pate said he met with three (3) companies regarding COVID-19 and since it takes a long time to solicit RFP's he took action and placed the item as an emergency. The item is forthcoming for long term media and marketing services.

Commissioner Kelley said that it is nothing personal to the presenter, but he is not a fan of not putting out an RFP. The City has worked with marketing consultants before who were in a better position to work with the City. He does not see spending this kind of money when there is talk of staff challenges, small businesses needing assistance, and the City currently utilizing all media outlets to spread the word about the virus. If this was in the beginning of everything, then maybe, but with the county getting ready to open back up, that is not needed at this time.

City Manager Pate said he understands all of the commissioners concerns, but he believes that a public relations person is needed.

Commissioner Burke asked if the contract was limited to the handling of COVID-19.

City Manager Pate said the commission has the authority to amend the item to include a larger scope of services.

Vice Mayor Davis said that is his concern as well.

Commissioner Bass also agreed while stating that she has been saying there needs to be a PR person in place to represent the City. She just does not see the need for it for purposes of the virus.

A motion was made to amend the agenda to include not only PR for COVID-19, but other City needs as set forth in Exhibit “A”.

Mayor Pigatt said there needs to be a centralized person who can communicate the needs of the government to the people. The virus is nowhere near finished so the need for that person is great. He thanked the manager for recommending the company.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	No
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	No
Commissioner Bass	Yes
Mayor Pigatt	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO A THREE YEAR AGREEMENT WITH CALL ONE, INC. FOR INTERNET SERVICES TO BE INSTALLED AT 780 FISHERMAN STREET AT A COST NOT TO EXCEED \$20,000 PER YEAR; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH NITEL, INC. FOR THE PROVISION OF INTERNET SERVICES TO BE INSTALLED AT 2331 NW**

143RD STREET (THE HELEN L. MILLER CENTER) AND 1900 BURLINGTON STREET (INGRAM PARK) AT A COST NOT TO EXCEED \$4,200 PER YEAR PER PARK FACILITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager

- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK REQUEST FOR PROPOSALS (RFP) 2019-02 FROM THE CITY OF LIGHTHOUSE POINT, FLORIDA, FOR VOICE OVER IP (VOIP) TELEPHONE SYSTEM SERVICES AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH INTERACTIVE SERVICES NETWORK, INC. (D/B/A IPFONE) FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

It was moved by Commissioner Bass, seconded by Vice Mayor Davis 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:

- 14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A SETTLEMENT AGREEMENT IN THE MATTER “THE BROWN LAW GROUP, LLC. VS. CITY OF OPA-LOCKA”, ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

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

City Manager Pate said the City has done the appropriate research and have found that The Brown Law Group is owed the funds.

Commissioner Burke asked if this is everything that is owed to The Brown Law Group.

City Attorney Norris-Weeks said with the exception of late fees he may file for non-payment, there is nothing else that is owed after this is passed.

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

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

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

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 CHAPTER 8, ARTICLE I, TO CREATE NEW SECTION 8.6 ENTITLED “FACE MASKS OR FACE COVERINGS DURING PANDEMIC RELATED PUBLIC HEALTH EMERGENCY THAT THREATENS LIFE, HEALTH AND SAFETY OF RESIDENTS”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by Mayor Pigatt, Vice Mayor Davis and Commissioner Bass

It was moved by Vice Mayor Davis, seconded by Commissioner Bass for discussion.

Mayor Pigatt said they have been monitoring the virus and have found that the City has a high level of confirmed cases. It is a very serious matter and the City needs to do everything it can to protect the public. Masks are required when entering businesses in Miami-Dade County. This will go a step further and require wearing face masks in all public settings where people congregate.

Commissioner Bass said she spoke to a few residents regarding the two hundred and fifty dollars (\$250.00) fine for people who do not adhere to the practice of wearing face masks. She asked that the amount be lowered.

Commissioner Burke said the City is not there to hurt the residents. He asked that the City be very delicate when dealing with the enforcement of the ordinance.

Commissioner Kelley said he will not support the item with this amount because it is too high. He proposed that it be amended to reflect one hundred to one hundred and fifty dollars (\$100.00 - \$150.00).

The commission agreed upon a tier cap for fining violators starting at hundred dollars (\$100.00) for the first offense, one hundred and fifty dollars (\$150.00) for the second offense, and two hundred and fifty dollars (\$250.00) for the third offense.

It was moved by Commissioner Kelley, seconded by Commissioner Burke to pass the amendment.

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

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

There being no 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

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

C. RESOLUTION(S):

17. CITY MANAGER’S REPORT:

City Manager Pate said the county is intending to open nonessential businesses on this coming Monday. He said the option is there to keep certain businesses closed if it is called for. He suggested that the City not run and open certain businesses that may need to remain closed until all of the parameters are in place to prevent the spreading of the Coronavirus. He said masks have been ordered and will be distributed for City staff and residents to assist them in complying.

Commissioner Burke thank the manager for providing his report on the virus, but said he failed to touch on the testing center that is coming to the City.

City Manager Pate said the City is still working on the details for opening a COVID-19 Testing Center. He anticipates that the center will open on this coming Saturday.

Commissioner Burke asked if testing will be available for employees.

City Manager Pate said testing will be available to employees.

Vice Mayor Davis thanked the manager for doing what needs to be done on behalf of the City.

City Manager Pate thanked the commission for bringing forth and adopting legislation to aide with the efforts to comply with the practice of handling the virus.

Commissioner Kelley said he hopes the large apartment complexes are adhering to the social distancing rules because he has observed people ignoring and violating the guidelines.

City Manager Pate requested that the commission wait until tomorrow night to receive an answer because the police chief is going to make a presentation on enforcing the rules.

City Manager Pate asked Budget Administrator Robert Anathan to provide an update regarding the budget.

Mr. Anathan said he has been working stringently to make sure the budget process is moving forward as scheduled. The FY 2018-2019 will be completed soon and he expects to see much better progress moving forward.

City Manager Pate asked Public Works Director Airia Austin to provide an update on City projects.

Mr. Austin said he is pleased to say that Pump Station No. 5 has been completed as of yesterday and it is one of five (5) pumps station that are in the consent agreement that the City agreed to deal with. They will address the other stations in the coming month so the City will be in compliance with DERM. There was a set back because of the virus, but they have ramped up and the work is in progress. The resurfacing of the roads and streets are ongoing and they are making a lot of strides with patching up all of the potholes in the City which will reduce the costs of liability to the City.

City Manager Pate asked Finance Consultant Gerri Lazarre to provide an update on the City's finances.

Ms. Lazarre said the department has been working on providing refunds to water customers and outstanding balances are in collections to recoup funds owed to the City. They are working to complete the audit and are heavily focused on an operational plan to ensure accountability and adhering to processes and procedure.

Commissioner Burke asked what the timeline was for hiring a Finance Director to run the Finance Department as opposed to working with a consultant.

City Manager Pate said his biggest effort is completing the audits. Once that is up to date, then a normal routine can be put in place. At that time the City will continue recruiting for a full time finance director that will not have to come in and play catch up when the City is not current with the Finance Department being up to par.

Commissioner Kelley asked for an update on the bus benches.

Mr. Austin said he is working with the budget administrator and identifying vendors to swap out the benches. He anticipates this to be completed within the next three (3) months.

18. OFFICIAL BOARD REPORTS:

19. MAYOR /COMMISSION REPORT:

Commissioner Kelley thanked the manager and staff for all of their efforts while dealing with the virus and continuing to engage the residents.

Commissioner Burke thanked everyone involved with the weekly community feeding. He extended kudos to everyone and said they will continue to work on behalf of the residents in the City.

Vice Mayor Davis also thanked everyone for their sacrifice by working on behalf of the residents in the City.

Commissioner Bass agreed with her colleagues and thanked everyone for their efforts and the work they have been putting in on behalf of the residents.

Mayor Pigatt announced that the 94th Anniversary of the incorporation of the City is on tomorrow, May 14, 2020. He said they will continue to work for the City and its residents and continue the City's history. He said he is happy for the new PR person so the residents can stay

informed on where the City is and where it is going. He hopes the call center will be up and running so residents can call in with concerns about COVID-19. The City has advocated for the testing center and he is pleased that residents will be able to walk up for testing if needed. He gave the telephone number for the call center which is 305-499-8767 so residents can call with questions and make appointments (no appointments necessary).

Commissioner Bass said she hopes some form of celebration will take place sometime this year to celebrate the City's anniversary.

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Bass, seconded by Vice Mayor Davis to adjourn the virtual meeting at 9:28 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES VIRTUAL SPECIAL COMMISSION MEETING

Thursday, May 14, 2020

4:00 P.M.

Sherbondy Village Auditorium

215 Perviz Avenue

Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Matthew Pigatt called the virtual Regular Commission Meeting to order at 4:00 p.m. on Thursday, May 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 Special 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 appearing remotely 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. PUBLIC INPUT: Agenda Items Only

No public comments submitted.

6. RESOLUTIONS:

1). A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE COMPLETED 2017-2018 AUDITED FINANCIAL STATEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

It was moved by Vice Mayor Davis, seconded by Commissioner Bass for discussion.

City Manager Pate said this will meet the deadline requirements with the Joint Legislative Auditing Committee (JLAC) by May 15, 2020 and he is encouraging the commission to approve it at this time.

Mayor Pigatt informed the public that they just completed a workshop before this meeting in which the auditor presented a completed audit to the commission. He asked what the plan was for the 2018 - 2019 audit so that the 5 Year Financial Recovery Plan can be completed.

City Manager Pate said it is currently at a pause and reset moment while they work together to restore the day-to-day operations of the Finance Department. He is not committing himself to a timeframe at this time, but will be meeting with the Finance Consultant to get it done as soon as possible.

Mayor Pigatt said it looks like there is a pattern for completing the audits in four (4) months and he hopes this can be completed by September.

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

7. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Burke, seconded by Vice Mayor Davis to adjourn the virtual meeting at 4:13 p.m.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING AND APPROVING TO TRANSFER THE SOURCE OF FUNDING OF THE 141ST STREET ROADWAY MILLING AND RESURFACING PROJECT FROM THE GENERAL FUND TO THE SAFE NEIGHBORHOOD FUND; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 26, 2020 the City of Opa-Locka ("City") Commission adopted resolution 20-9735, authorizing expenditure of \$93,680 of General Fund funds to re-mill a portion of the roadway surface of NW 141st Street (the "Project"); and

WHEREAS, staff recommends that the City Commission approves the source of these funds be changed from the General Fund to the Safe Neighborhood Fund; and

WHEREAS, the City Manager has determined that dedicated funds from gasoline tax proceeds are available in the Safe Neighborhood Fund for roadway improvements; and

WHEREAS, utilizing the Safe Neighborhood Fund as the funding source for the Project will save the General Fund \$93,680, allowing these funds to be conserved to further restore the *General Fund Available Fund Balance* to approved levels, as directed by the State Operational Audit (Finding #3); and

WHEREAS, strengthening the *General Fund Available Fund Balance* will also serve to strengthen the City's financial buffer as it faces the prospect of future uncertainty due to COVID-19; and

WHEREAS, sufficient fiscal capacity in the General Fund is required to fund ongoing City governmental services while projects undertaken in the Safe Neighborhood Fund can be deferred, if necessary, in the future without impacting the City's ability to provide basic services; and

WHEREAS, passage of this resolution will result in an encumbrance of \$93,680 to be removed from Account #41-541340 - "Roads & Streets - Other Contracted Services" and added to Account #44-541800 - "Safe Neighborhood - Resurfacing Improvements" with the following results as set forth in Exhibit "A"; and

WHEREAS, the City Commission finds that it is in the best interest of the City to transfer the source of funding of the 141st Street Roadway Milling and Resurfacing Project from the General Fund to the Safe Neighborhood Fund.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF

THE CITY OF OPA LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes and approves to transfer the source of funding of the 141st Street Roadway Milling and Resurfacing Project from the General Fund to the Safe Neighborhood Fund as set forth in Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this ____ day of _____ 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)

EXHIBIT "A"
Financial Impact of Recommendation

Financial Impact – Approval of this recommendation will result in an encumbrance of \$93,680 to be removed from Account 41-541340 – Roads & Streets – Other Contracted Services and added to Account 44-541800 – Safe Neighborhood – Resurfacing Improvements with the following result.

Account Number	Available Balance	Recommended Expenditure	Remaining Available Balance
44-541800	\$287,834	\$93,680	\$194,154



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:	<i>Robert Anathan</i>			
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	27 May 20		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box) N/A	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# : 44-541800 Safe Neighborhood Fund	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) Will strengthen General Fund Available Fund Balance			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Transfer of Funding Source for NW 141st Street Remilling Project to Safe Neighborhood Fund

Staff Summary:

Issue / Recommendation – The City Commission approved expenditure of \$93,680 of General Fund funds to remill the roadway surface of NW 141st Street. Staff recommends the City Commission approve the source of these funds be changed from the General Fund to the Safe Neighborhood Fund.

Background – The City receives gasoline tax proceeds from the State each year, 1 to 5 Cents Local Option Fuel Tax and 1 to 6 Cents Local Option Fuel Tax, which is recorded in the Safe Neighborhood Fund. Under State Statute the proceeds from the 1 to 5 Cents Local Option Fuel Tax can only be used for roadway improvement while the proceeds from the 1 to 6 Cents Local Option Fuel Tax can be used for either roadway improvement or roadway maintenance.

On February 26, 2020 the City Commission adopted Resolution 20-9735 which authorized expenditure of \$93,680 of General Fund funds to remill a portion of NW 141st Street.

Current Activity – Staff has made the determination that dedicated funds from gasoline tax proceeds are available in the Safe Neighborhood Fund for roadway improvements. Using this as the funding source for the NW 141st Street remilling project will save the General Fund \$93,680, allowing these funds to be conserved to further restore General Fund Available Fund Balance to approved levels as directed by the State Operational Audit (Finding #3). Strengthening General Fund Available Fund Balance will also serve to strengthen the City's financial buffer as it faces the prospect of future revenue uncertainty due to COVID-19. Sufficient fiscal capacity in the General Fund is required to fund ongoing City governmental services while projects undertaken in Safe Neighborhood can be deferred if necessary in the future without impacting the City's ability to provide basic services.

Financial Impact – Approval of this recommendation will result in an encumbrance of \$93,680 to be removed from Account 41-541340 – Roads & Streets – Other Contracted Services and added to Account 44-541800 – Safe Neighborhood – Resurfacing Improvements with the following result.

Account Number	Available Balance	Recommended Expenditure	Remaining Available Balance
44-541800	\$287,834	\$93,680	\$194,154

Recommendation – Staff recommends the City Commission adopt the resolution transferring funding of the NW 141st Street remilling project to the Safe Neighborhood Fund to strengthen the General Fund Available Fund Balance.

Proposed Action:

Staff recommends the City Commission adopt the resolution transferring funding of the NW 141st Street remilling project to the Safe Neighborhood Fund to strengthen the General Fund Available Fund Balance.

Attachment:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY FLORIDA CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES IN ORDER TO CONTINUE A MILLING AND RESURFACING PROJECT WITHIN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED EIGHTY TWO THOUSAND FOUR HUNDRED SIXTY TWO DOLLARS (\$1,182,462.00) AND IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") desires to provide smooth pavement surfaces to enhance driving comfort and safety within the City of Opa-Locka, FL; and

WHEREAS, Miami-Dade County previously awarded a contract to H&R Paving Inc. for roadway resurfacing services (attached as Exhibit "A"), pursuant to its Request for Price Quotations (RPQ) No. 20190121, for a two-year period commencing August 7, 2019 through February 9, 2021; and

WHEREAS, the City desires to piggyback the Miami-Dade County contract with H&R Paving, Inc. for Qualified Professional Services in order to continue the milling and resurfacing project within the City and for an amount not to exceed One Million One Hundred Eighty Two Thousand Four Hundred Sixty Two Dollars (\$1,182,462.00); and

WHEREAS, the milling and resurfacing project to be piggybacked will provide milling and resurfacing of 13 lane miles (lane = 12 foot width) of various roadways and intersections within the City, as well adjusting certain manholes to grade; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Miami-Dade County contract with H&R Paving Inc., in order to benefit from already negotiated rates for the provision of milling and resurfacing of various roadways and intersection as well as the adjusting of certain manholes to grade, as provided in the project proposals and corresponding maps (attached hereto as Composite Exhibit "B").

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-locka, Florida hereby authorizes the City Manager to piggyback the Miami-Dade County contract with H&R Paving Inc., attached hereto as Exhibit "A", for the provision of milling and resurfacing services within the City, as provided in the project proposals and corresponding maps (attached hereto as Composite Exhibit "B"), for an amount not to exceed One Million One Hundred Eighty Two Thousand Four Hundred Sixty Two Dollars (\$1,182,462.00), and in a contract form acceptable to the City Attorney.

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 immediately upon adoption by the City Commission of the City of Opa-locka.

PASSED and ADOPTED this ____ day of _____ 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:	05/27/2020	Item Type:	Resolution	Ordinance	Other
		<i>(Enter X in box)</i>	X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading
					2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>		
			Yes	No	Yes
				X	X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: Peoples Transportation & Safe Neighborhood		Advertising Requirement: <i>(Enter X in box)</i>		Yes
					No
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>
		X			
Sponsor Name	City Manager		Department:		City Manager

Short Title:

Milling & Resurfacing Project FY 2020.

Staff Summary:

This request is to piggyback an existing County contract, for qualified professional services to continue with Milling and Resurfacing Project within the City. The plan is to finalize Phase II & III, and start with Phase IV. Project will make pavement surface smooth and will enhance driving comfort and safety.

Financial Impact

This project will result in milling and resurfacing of 13 lane-miles (lane = 12 foot width). The total project will be \$1,182,462. Budget Amendment # 2 is on the agenda for this meeting and includes a proposed amendment to increase Account 47-541340 – Other Contractual Services (below) by \$537,140, including \$199,000 for this project from People’s Transportation Plan Working Capital Reserves. Since these additional funds won’t be available to be spent until adoption on second reading in June, approval is requested at this time for \$983,462. In conjunction

with the final adoption of Budget Amendment # 2 in June, at that time staff will request approval of the remaining \$199,000. The project will have just begun at that time and approval of the remaining amount at that time will not impede project progress.

Account	Description	Available	Project	Remaining Balance
47-541340	Other Contractual Services	901,000	901,000	–
44-541800	Resurfacing Improvements	287,834	82,462	205,372
Total			983,462	

Proposed Action:

Staff recommends approval of this item.

Attachment:

1. Agenda
2. Proposals and Maps for Milling & Resurfacing Phase and Striping for Phase IV, Intersection Streets, Adjusting Manholes & Valves to Grade, Intersection repair @ NW 150 & 22nd Court.
3. Pay Application # 1 for Phase II & Phase III for remaining scope
4. Piggyback contract with Miami Dade County

"H & R Paving, Inc."

AA

Miami-Dade County

SET # _____ OF _____ SETS

Department of Transportation and
Public Works



Highway
Big D

Roadway Resurfacing

Miami-Dade County

Various Locations Countywide

Supplemental Solicitation
and Contract Documents

Small Business Enterprise-Construction Program (SBE-Construction):
CSBE Trade Set Aside

Community Workforce Program:
10% Goal

DTPW Capital Improvements Engineer:
Alicia Arce

RPQ Advertisement Date:
5/23/2019

Miscellaneous Construction Contract (MCC) Program:
MCC 7360 Plan-CICC 7360-0/08 RPQ No. 20190121



August 7, 2019

Raul Gonzalez
H & R Paving, Inc.
1955 NW 110 Avenue
Miami, Florida 33172



Department of Transportation and Public Works
Capital Improvements Division
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for MCC 7360 Plan - CICC 7360- 0/08
RPQ No: 20190121, Roadway Resurfacing
Contract.

CERTIFIED MAIL No: 7014 1200 0000 2272 6756
FACSIMILE: 305- 261- 3005
TELEPHONE 305-592- 6079

Dear Mr. Gonzalez:

This letter will serve as your notification that you are to proceed with the work described in RPQ# 20190121 starting Monday, August 19th, 2019 and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is 540 consecutive calendar days which results in a scheduled completion date of Tuesday, February 09th, 2021. In the event the project is not completed by the scheduled completion date and a time extension has not been granted, your firm shall be subject to any liquidated and or stipulated damages as defined in the contract documents for this project.

Roadway Resurfacing Contract. Various Locations Countywide

The complete execution of this notice to proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7360 Plan. Failure to properly execute and return this document within seven (7) calendar days of the date of this letter may result in the County rescinding the award to your firm and awarding the subject project to the next lowest responsive and responsible bidder.

The terms and conditions applicable to this contract are in the 7360 Contract dated 6/1/2003 and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change order, etc.).

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance the Contract procedure, the Miami-Dade County Purchase Order Number is PCMT1900367.

Should you have any question regarding this notification, please contact Joaquin Rabassa at 305-375-4338.

Sincerely,

Joaquin Rabassa, P.E.
Construction Coordinator

To Be Completed By The Contracting Firm

I understand and accept the terms and conditions for the RPQ # 20190121 referenced above.

Accepted by: Company Name: H & R PAVING INC
Authorized Representative Name: ABE RODRIGUEZ
Authorized Representative Signature: [Signature]
Dated: 8/8/19

The foregoing was sworn and subscribed before me this 8 day of August, 2019 by ABE RODRIGUEZ who is personally known to me or who produced identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires:

[Signature]

NOTARY PUBLIC
STATE OF FLORIDA



Deputy Notary
Commission # 06203025
Expires: April 17, 2022
Bonded thru Aeron Notary

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Frank Guyamier, P.E., DTPW
Joaquin Rabassa, P.E., DTPW
Frank Mendoza, DTPW

Manuel Garcia, DTPW
Alvaro Castro, DTPW
Alicia Arce, DTPW

Bassam Moubayed, DTPW
Marcia Marín, ISD
Ricardo Arencibia, DTPW

Rene Idarraga, P.E., DTPW
Alfredo Muñoz, P.E., DTPW

Project No.: 20190121 PCMT1900367

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 1

DATE: 07/26/2019
** ORIGINAL **

PO NUMBER: PCMT1900367

VENDOR:

REQUESTING DEPARTMENT OR AGENCY:

H & R PAVING INC
1955 NW 110 AVENUE
MIAMI, FL 33172

MIAMI DADE TRANSIT CONSTRUCTIO
701 NW 1ST COURT
15TH FLOOR
MIAMI, FL 33136

VENDOR ID: 591690152 01

VENDOR TEL: (305)261-3005

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO: LETICIA SMITH

TEL: (786)469-5291

CASH DISCOUNT:
NET

FREIGHT CARRIER:

FOB: DEST-P

FOB DESTINATION, FREIGHT PREPAID. THE SELLER PAYS AND BEARS THE FREIGHT
CHARGES.

AGENT CONTACT: CACERES, LAURA
(305)375-5080

DELIVERY REQUIRED
08/17/2019

DEPT. NO.
MTCC

REQ NO.
PCMT1900367

ISSUED UNDER CONTRACT NO: MCC-PROGRAM-7360
BPO ID : ABCW1300150

SHIP TO:

MIAMI-DADE TRANSIT/ACCTS' PAYABLE
P.O. BOX 010791
MIAMI, FL 331010791

BILL TO:

MIAMI-DADE TRANSIT/ACCTS' PAYABLE
P.O. BOX 010791
MIAMI, FL 331010791

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
001	907-99	1.00	LO	2,331,672.5900	2,331,672.59

MISCELLANEOUS CONSTRUCTION, FEDERAL

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 2

DATE: 07/26/2019

PO NUMBER: PCMT1900367

** ORIGINAL **

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
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COMMODITY NAME/SPECIFICATIONS

WORK INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING: MILLING AND RESURFACING, WIDENING AND RESURFACING OF INTERSECTING STREETS, RESURFACING OF ASPHALTIC PATHWAYS (PEDESTRIAN, BICYCLE, ETC.) ADJACENT OR NOT TO THE EDGE OF PAVEMENT AS NECESSARY, TEMPORARY UTILITY REPAIRS (COLD PATCHES) CLEARING AND EXCAVATING OF SHOULDER AREAS OR BUILD-UP, AS DIRECTED BY THE ENGINEER; GRADING AND CLEAN-UP OF ADJACENT SHOULDERS AND REMOVAL OF ROOTS, AS REQUIRED, PAVEMENT MARKINGS INCLUDING THE INSTALLATION OF REFLECTIVE PAVEMENT MARKERS (BLUE/BUE) AT FIRE HYDRANT LOCATIONS, SIDEWALK, SIDEWALK CURBS AND GUTTERS AND CONNECTORS, PEDESTRIAN RAMPS.

1. SW 67 AVE FROM W FLAGLER ST TO SW 40 ST
2. SW 168 ST FROM US-1 TO OLD CUTLER RD
3. FRANJO RD OLD CUTLER RD TO US-1
4. SW 72 ST FROM SW 127 AVE TO SW 137 AVE
5. SW 117 AVE FROM SW 72 ST TO 88 ST

PROJECT NUMBER: 20190121

PROJECT NAME: ROADWAY RESURFACING

PROJECT MANAGER: JOAQUIN RABASSA

BEGINS: 8/17/2019

ENDS: 3/02/2021

MISCELLANEOUS CONSTRUCTION CONTRACT PROGRAM

MCC7360 PLAN-CICC7360-0/08

DURATION: 540 - CALENDAR DAYS

002	907-99	1.00	LO	1,036,713.0600	1,036,713.06
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MISCELLANEOUS CONSTRUCTION, FEDERAL

CONTINUATION OF BASE AMOUNT

003	907-99	1.00	LO	336,838.5700	336,838.57
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MISCELLANEOUS CONSTRUCTION, FEDERAL

THIS ITEM REFLECTS THE CONTINGENCY ALLOWANCE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THE ALLOWANCE CAN NOT EXCEED \$336,838.57 WITHOUT THE PRIOR FORMAL APPROVAL THROUGH A CHANGE ORDER.

MISCELLANEOUS CONSTRUCTION CONTRACTS - 7360.

004	907-99	1.00	LO	228,367.7100	228,367.71
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(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 3

DATE: 07/26/2019
** ORIGINAL **

PO NUMBER: PCMT1900367

ITEM	COMMODITY ID	QUANTITY	U/M	UNIT PRICE	TOTAL PRICE
------	--------------	----------	-----	------------	-------------

COMMODITY NAME/SPECIFICATIONS

MISCELLANEOUS CONSTRUCTION, FEDERAL

THIS ITEM REFLECTS ALL DEDICATED ALLOWANCE AS REQUIRED DURING THE COURSE OF THIS PROJECT. THE UTILIZATION OF THESE ALLOWANCES CAN NOT EXCEED \$228,367.71 WITHOUT A PRIOR FORMAL APPROVAL THROUGH A CHANGE ORDER. THE DEDICATED ALLOWANCE ARE DISTRIBUTE AS FOLLOWS:

BITUMINOUS	\$65,000.00
OFF-DUTY OFFICER	\$90,000.00
MAINTENANCE OF TRAFFIC	\$67,367.71
PERMITS	\$ 6,000.00
TOTAL	\$228,367.71

COMMODITY LINE TOTAL	3,933,591.93
GRAND TOTAL	3,933,591.93

COSTS OF MANDATORY RANDOM AUDIT BY THE INSPECTOR GENERAL ARE INCORPORATED INTO THIS CONTRACT AS 1/4 OF 1% OF THE CONTRACT PRICE.

ADDITIONAL REQUIREMENTS AND TERMS:

THIS CONTRACT IS SUBJECT TO A USER ACCESS FEE UNDER THE COUNTY USER ACCESS PROGRAM (UAP) IN THE AMOUNT OF TWO PERCENT (2%). THE VENDOR PROVIDING GOODS AND SERVICES UNDER THIS CONTRACT SHALL INVOICE THE CONTRACT PRICE AND SHALL ACCEPT AS PAYMENT THEREOF THE CONTRACT PRICE LESS THE 2% UAP AS FULL AND COMPLETE PAYMENT FOR THE GOODS AND/OR SERVICES SPECIFIED ON THE INVOICE. THE COUNTY SHALL RETAIN THE 2% UAP FOR USE BY THE COUNTY TO HELP DEFRAY THE COST OF THE PROCUREMENT PROGRAM. VENDOR PARTICIPATION IN THIS INVOICE REDUCTION PORTION OF THE UAP IS MANDATORY.

ACCOUNTING INFORMATION:

SFX	INDEX	SUBOBJ	USERCODE	PROJECT	PRJDTL	GRANT	GRNTDTL	AMOUNT / %
01	CPEMT05C	99110		BCC05C	RESURF			2,331,672.59
02	CPEMT03C	99110		BCC03C	RESURF			1,601,919.34

(CONTINUED ON NEXT PAGE)

MIAMI-DADE COUNTY
PURCHASE ORDER

PAGE: 4

DATE: 07/26/2019
** ORIGINAL **

PO NUMBER: PCMT1900367

AUTHORIZED SIGNATURE: _____

CAK

DATE: 7-29-2019

--- END OF DOCUMENT ---



CLERK OF THE BOARD

miamidade.gov

2019 JUL 12 PM 1:45

July 12, 2019

E-Mail:

abe@hrpaving.com

FACSIMILE; TELEPHONE No.

(305) 885-1327; (305) 885-1330

Mr. Raul Gonzalez
H & R Paving, Inc.
1955 NW 110th Avenue
Miami, FL 33172

Re: Recommendation for Award
Request for Price Quotation (RPQ) No. 20190121 (MCC 7360 Plan)
Roadway Resurfacing

Dear Mr. Gonzalez:

This letter will serve as your notification that you have been recommended for award for the above referenced RPQ based on your Price Quotation submitted on Monday, June 24, 2019. The total RPQ amount is for \$3,933,591.93. This includes a base contract amount of \$3,368,385.65 a contingency amount of \$336,838.57 and dedicated allowances totaling \$228,367.71. The contract duration is established as 540-calendar days. However, the recommendation of award is contingent upon the submission of the required items listed below:

1. Performance and Payment Bond as required under Article 1.10, PAYMENT AND PERFORMANCE BONDS of the Supplementary Instructions to Bidders. Provide three (3) original sets of the attached document.
2. Letter from Bonding Agent granting Miami-Dade County authorization to date the Performance Bond.
3. Copies of current insurance certificates.
4. Copies of required license(s).
5. In accordance with Miami-Dade County Code §2-1701 as amended by County Ordinance No. 13-66, Contractor must submit a Workforce Plan to the Miami-Dade County Internal Services Department, Small Business Development Division through the Department within 15 days of notification of award of the Contract. The County will not enter into the contract until it receives the contractor's Workforce Plan and deems the Plan acceptable.
6. Clearinghouse for posting Notice of Job Opportunities as required in Article 1.08 of the Supplementary Conditions.

The preceding documents are required as outlined within the Contract MCC 7360 Plan and to be submitted within 10 business days. Failure to submit the document(s) within the specified time, or any extension granted, will result in the award being rescinded.

Page 2
Recommendation for Award
RPQ No. 20190121

Subsequent to the review and approval of the aforementioned documents, you are required to obtain the required permits in the time stipulated in the RPQ. Upon obtaining the permit(s), a copy(s) must be submitted to the Project Manager prior to commencement of work. No work is to be performed without a permit unless the Project Manager issues a written directive to proceed without permit(s).

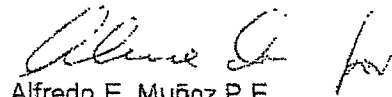
The scope of work must be performed in accordance with the terms and conditions, all permits and inspections and in accordance with all applicable Federal, State and local laws, codes and regulations.

Additionally, please be advised that your firm must have the resources to ensure work proceeds without delay once the "Notice to Proceed" is issued. Lack of equipment, personnel or additional contracts with similar completion schedules, will not be reason for delay.

No award of this contract shall be effective and thereby give rise to a contractual relationship with the County unless and until a purchase order for this RPQ has been approved and issued, and a Notice to Proceed has been executed.

Should you have any questions, please contact me at (305) 375-2930.

Sincerely,



Alfredo E. Muñoz P.E.
Chief, Capital Improvements Division
Department of Transportation and Public Works

AA: aa

c: Manuel O. Garcia, DTPW
Bassam Moubayed, DTPW
Rene Idarraga, P.E., DTPW
Joaquin Rabassa, P.E., DTPW
Alicia Arce, DTPW
Alex Barrios, DTPW
Daniel Viaud, DTPW
Alvaro Castro, DTPW
Marcia Martin, ISD
Laurie Johnson, ISD
Alice Hidalgo-Gato, ISD
Catherine Forte, ISD
Meisel Vera, ISD
Clerk of the Board
Project File

Miami-Dade County Department of Transportation and Public Works

Contract Prices

Project Title: Roadway Resurfacing

Contractor: H & R PAVING INC.

Project No: 20190121

Bid Date: 06/21/2019

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
7SR	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	416.0	\$3.00	\$1,248.00
7SR	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	S.F.	554.0	\$3.50	\$1,939.00
5WS1-A	Night Differential for Milling	P.N.	9.0	\$1.00	\$9.00
7S1-A	Night Differential for Resurfacing	P.N.	9.0	\$1.00	\$9.00
101-1-B	Mobilization	W.O.	18.0	\$1.00	\$18.00
102-74-2	BARRICADES (Temporary, Type III, 6')	EA/DAY	5,174.0	\$0.25	\$1,293.50
102-76	FLASHING ARROW BOARD (Temporary, Multimode)	EA/DAY	203.0	\$10.00	\$2,030.00
102-8A	RE-GRADE EXISTING SWALE (Without sod) (When required by the Engineer.)	S.Y.	37.0	\$0.01	\$0.37
102-99	VARIABLE MESSAGE SIGN (Temporary)	EA/DAY	498.0	\$22.00	\$10,978.00
102-60A	WORK ZONE SIGNS	EA/DAY	1,478.0	\$0.50	\$739.00
104	REMOVAL OF EXISTING PAVEMENT	S.Y.	129.0	\$1.00	\$129.00
110-4-1-1	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	L.F.	3,881.0	\$2.50	\$9,702.50
104-2A	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	S.Y.	2,957.0	\$11.00	\$32,527.00
120-1	REGULAR EXCAVATION	C.Y.	18.0	\$1.00	\$18.00
102-3	EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source)	C.Y.	28.0	\$5.00	\$140.00
102-4	EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material.	C.Y.	28.0	\$5.00	\$140.00
100-4	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	S.Y.	28.0	\$10.00	\$280.00
101-2	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (Where needed at the discretion of the Engineer)	S.Y.	203.0	\$15.00	\$3,045.00
110-1-2	LIMEROCK BASE (8" double course) (Primed)	S.Y.	37.0	\$18.00	\$666.00
107-70	MILLING EXISTING PAVEMENT [(1") (Payment for greater cuts will be paid proportionally)]	S.Y.	272,811.0	\$2.10	\$572,903.10
134-2-13-1	Hot Mix Asphalt, Traffic C, SP-9.5	TON	7,485.0	\$102.00	\$763,470.00
107-8-42	Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 76-22	TON	11,271.0	\$115.00	\$1,296,165.00
25-4(2)	ADJUSTING INLETS	EA.	18.0	\$250.00	\$4,500.00
25-5	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	74.0	\$340.00	\$25,160.00
25-6	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	EA.	129.0	\$280.00	\$36,120.00
25-721E	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes.	EA.	15.0	\$340.00	\$5,100.00
25-721F	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Water Valves.	EA.	31.0	\$280.00	\$8,680.00
25-944B	RECONSTRUCT MANHOLE	EA.	15.0	\$340.00	\$5,100.00
20-2A	CONCRETE CURB AND/OR GUTTER (Any type, Including base preparation)	L.F.	3,918.0	\$22.00	\$86,196.00
20-1(1)	CONCRETE SIDEWALK [4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	S.Y.	2,957.0	\$38.50	\$113,844.50
20-2	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	S.Y.	203.0	\$38.50	\$7,815.50

Contract Prices

Project Title: Roadway Resurfacing
Contractor: H & R PAVING INC.

Project No: 20190121
Bid Date: 06/21/2019

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
527-2	DETECTABLE WARNING ON WALKING SURFACE	S.F.	1,608.0	\$25.00	\$40,200.00
575-1-1	SODDING (Pensacola Bahia or match existing) (includes watering)	S.Y.	370.0	\$10.00	\$3,700.00
635-1-11	PULL BOX, METER TYPE (Polymer)	AS.	55.0	\$280.00	\$15,400.00
700-40-01	ROADSIDE SIGNS ((SINGLE POST) (LESS THAN 12 S.F.))	AS.	37.0	\$180.00	\$6,660.00
700-46-22	RESET EXISTING POST AND SIGN	EA.	31.0	\$12.00	\$372.00
705-71-361	36" TUBULAR DELINEATOR	EA.	37.0	\$48.00	\$1,776.00
706-1-12	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	EA.	6,523.0	\$3.60	\$23,482.80
710-11-121	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 6")	L.F.	87,078.0	\$0.21	\$18,286.38
710-11-122	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	L.F.	942.0	\$0.24	\$226.08
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	L.F.	13,250.0	\$0.48	\$6,360.00
710-11-124	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 18")	L.F.	462.0	\$1.20	\$554.40
710-11-125	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 24")	L.F.	7,392.0	\$1.20	\$8,870.40
710-11-141	PAINTED PAVEMENT MARKINGS (Standard) (White) (Skip) (6")	L.F.	31,601.0	\$0.21	\$6,636.21
710-11-160	PAINTED PAVEMENT MARKINGS (Standard) (White) (Message)	EA.	37.0	\$36.00	\$1,332.00
710-11-170	PAINTED PAVEMENT MARKING (Standard) (White) (Arrows)	EA.	240.0	\$18.00	\$4,320.00
710-11-221	PAINTED PAVEMENT MARKINGS (Standard, Yellow, solid, 6")	L.F.	54,775.0	\$0.21	\$11,502.75
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	L.F.	37,782.0	\$0.01	\$377.92
710-11-241	PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Skip) (6")	L.F.	3,142.0	\$0.24	\$754.08
710-26-41A	SOLID TRAFFIC STRIPE, PAINT - (4" white, or yellow)	L.F.	6,893.0	\$0.12	\$827.16
711-2	SKIP TRAFFIC STRIPE (6" STRIPE, 10' SPACE) (WHITE THERMOPLASTIC) (6" WIDE)	L.F.	55.0	\$0.18	\$9.90
711-5	GUIDELINES ((6" DOTTED) (2'-4' White) (Thermoplastic))	L.F.	166.0	\$0.24	\$39.84
711-11-121	THERMOPLASTIC (White) (Solid) (6")	L.F.	75,546.0	\$0.84	\$63,458.64
711-11-122	THERMOPLASTIC (White) (Solid) (8")	L.F.	850.0	\$1.08	\$918.00
711-11-123	THERMOPLASTIC (White) (Solid) (12")	L.F.	13,287.0	\$4.80	\$23,916.60
711-11-124	THERMOPLASTIC (White) (Solid) (18")	L.F.	1,053.0	\$3.00	\$3,159.00
711-11-125	THERMOPLASTIC (White) (Solid) (24")	L.F.	5,858.0	\$3.60	\$21,088.80
711-11-141	THERMOPLASTIC (White) (Skip) (6")	L.F.	16,188.0	\$0.84	\$13,597.92
711-11-160	THERMOPLASTIC (White) (Message)	EA.	37.0	\$96.00	\$3,552.00
711-11-170	THERMOPLASTIC (White) (Arrows)	EA.	203.0	\$48.00	\$9,744.00
711-11-221	THERMOPLASTIC (Yellow) (Solid) (6")	L.F.	64,588.0	\$0.84	\$54,253.92
711-11-224	THERMOPLASTIC (Yellow) (Solid) (18")	L.F.	1,386.0	\$3.00	\$4,158.00
711-11-241	THERMOPLASTIC (Yellow) (Skip) (6")	L.F.	4,398.0	\$0.84	\$3,694.32
711-14-160	Thermoplastic, Preformed, White, Message	EA.	74.0	\$336.00	\$24,864.00
711-2A	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6'-10' SKIP)	L.F.	37.0	\$0.01	\$0.37
711-33-34	SKIP TRAFFIC STRIPE- ((4" White/Yellow) (10' Stripe, 30' Skip) (Thermoplastic, lead free))	L.F.	573.0	\$0.01	\$5.73

Contract Prices

Project Title: Roadway Resurfacing

Project No: 20190121

Contractor: H & R PAVING INC.

Bid Date: 06/21/2019

Item Number	Description	Unit	Estimated Quantity	Unit Price	Estimated Total
1-35-41	SOLID TRAFFIC STRIPE -[[4" WHITE](Thermoplastic)]	L.F.	4,823.0	\$0.06	\$289.38
711-36-41	SOLID TRAFFIC STRIPE [[4"Yellow] (THERMOPLASTIC) (Lead-free)]	L.F.	111.0	\$0.01	\$1.11
1-72	REMOVAL OF EXISTING PAVEMENT MARKINGS (Thermoplastic & Paint)	S.F.	277.0	\$0.11	\$30.47

ALLOWANCE ACCOUNTS

(used as approved by the engineer pursuant to the requirements of the Contract Documents)

9	CONTINGENCY FUND (10% OF SUBTOTAL AMOUNT)	L.S.	1.0	\$336,838.57	\$336,838.57
2-10A	OFF-DUTY LAW ENFORCEMENT OFFICER	L.S.	1.0	\$90,000.00	\$90,000.00
102-1P	MAINTENANCE OF TRAFFIC (Including traffic cones, temporary signs, flag men, etc.)	L.S.	1.0	\$67,367.71	\$67,367.71
0-1-999	BITUMINOUS MATERIAL ADJUSTMENT	L.S.	1.0	\$65,000.00	\$65,000.00
990	ALLOWANCE PERMITS	L.S.	1.0	\$6,000.00	\$6,000.00

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR431
DATE:	Apr 27, 2020

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	MILLING AND RESURFACING PHASE 4 VARIOUS STREETS
CONTACT	305 953-2868 x1215 FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

- 1- Milling approx. 92,277 SY SY X \$2.10 = \$193,781.70
- 2- Asphalt SP 9.5: 7,689 tons X \$102.00 = \$784,278.00
- 3- M.O.T. x 2% = \$19,561.94

TOTAL:

997,621.64

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: 44 _____

Signature: _____

ADDITIONAL TERMS & CONDITIONS

1. All work and material shall be guaranteed by **H & R Paving, Inc.**, in accordance with the terms and conditions of this agreement and all work shall be completed in a workman like manner and according to standard paving practice in Dade County area.
2. Any change, alterations or deviation from the specifications as set forth in this agreement, which involve additional charge or cost, will be permitted only upon written change order and same will be an extra charge which shall be due and payable upon execution of the change order.
3. **H & R Paving, Inc.**, Shall not be responsible for damages to sidewalks, fences, lawns, underground installations, septic tanks, water and drain lines, water ponding, etc.
4. **H & R Paving, Inc.**, Shall not be responsible for any damages caused by automobile power steering, tire marks, peeling of asphalt, grass growing in asphalt, leakage of gasoline or oil or detergent placed upon the asphalt.
5. **H & R Paving, Inc.**, Shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond our reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
6. You shall not be entitled to recover from **H & R Paving, Inc.**, Any consequential damages, damages to property, damages for delay, loss of profits or income or any other incidental damages and do hereby waive and release **H & R Paving, Inc.**, from any such claims.
7. In the event of your non performance under the terms and conditions of this agreement of failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due hereunder either with or without suit, you shall pay all costs incurred by **H & R Paving, Inc.**, including reasonable attorney's fees in the trial court and the appellate level.
8. It is agreed that you hereby waive trial by jury, and further agree and consent that venue shall for any proceeding under this agreement be in the County of Dade and State of Florida.
9. No agent or employees shall have authority to waive or modify any of the terms and conditions of this agreement.
10. Down time due to General Contractor or Sub-Contractor will be billed extra at a rate of \$ 150.00 per hour.
11. **H & R Paving, Inc.**, will not be responsible for asphalt raveling, which is a normal part of the curing process for up to 1 year on fresh asphalt.

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR431
DATE:	Apr 27, 2020

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	MILLING AND RESURFACING PHASE 4 VARIOUS STREETS
CONTACT	305 953-2868 x1215 FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

- 1- RPM's 596 ea X \$3.60
- 2- 6" Painted White Stripe 5,100 LF X \$0.21
- 3- 6" Painted Yellow Stripe 5,100 LF X \$0.21
- 4- 18" Painted White/Yellow 1,150 LF X \$1.20
- 5- 24" Painted White Stripe 320 LF X \$1.20
- 6- Painted Message 5 ea X \$36.00
- 7- Painted Arrows 30 ea X \$18.00
- 8- 6" Thermo White Stripe 5,100 LF X \$0.84
- 9- 6" Thermo Yellow Stripe 5,100 LF X \$0.84
- 10- 18" Thermo White/Yellow Stripe 1,150 LF X \$3.00
- 11- 24" thermo White Stripe 320 LF X \$3.60
- 12- Thermo Message 5 ea X \$96.00
- 13- Thermo Arrow 30 ea X \$48.00
- 14- Preferred Bike Showars 15 ea X \$336.00

TOTAL:

26,901.60

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: _____

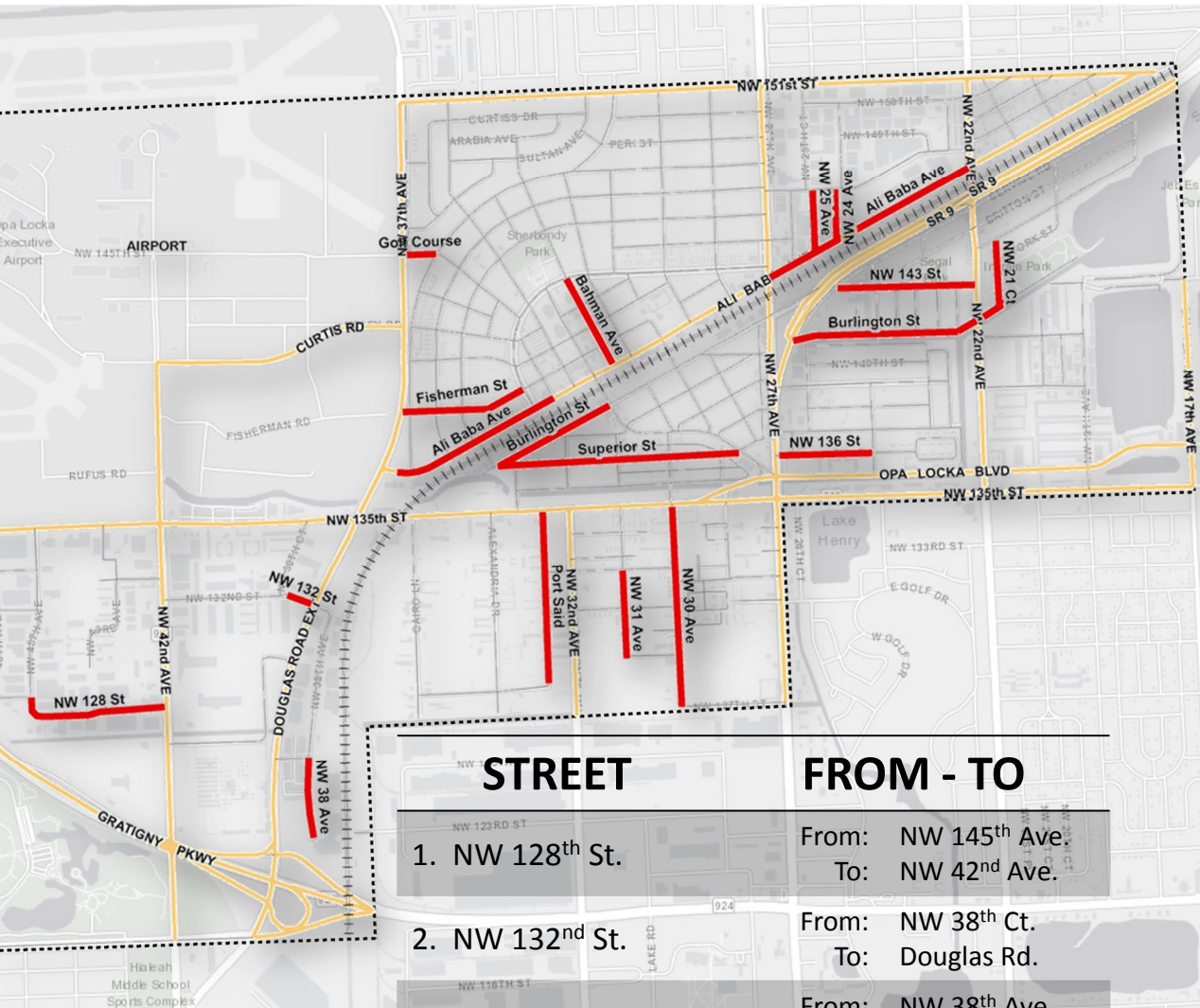
Signature: _____

ADDITIONAL TERMS & CONDITIONS

1. All work and material shall be guaranteed by **H & R Paving, Inc.**, in accordance with the terms and conditions of this agreement and all work shall be completed in a workman like manner and according to standard paving practice in Dade County area.
2. Any chance, alterations or deviation from the specifications as set forth in this agreement, which involve additional charge or cost, will be permitted only upon written change order and same will be an extra charge which shall be due and payable upon execution of the change order.
3. **H & R Paving, Inc.**, Shall not be responsible for damages to sidewalks, fences, lawns, underground installations, septic tanks, water and drain lines, water ponding, etc.
4. **H & R Paving, Inc.**, Shall not be responsible for any damages caused by automobile power steering, tire marks, peeling of asphalt, grass growing in asphalt, leakage of gasoline or oil or detergent placed upon the asphalt.
5. **H & R Paving, Inc.**, Shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond our reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
6. You shall not be entitled to recover from **H & R Paving, Inc.**, Any consequential damages, damages to property, damages for delay, loss of profits or income or any other incidental damages and do hereby waive and release **H & R Paving, Inc.**, from any such claims.
7. In the event of your non performance under the terms and conditions of this agreement of failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due hereunder either with or without suit, you shall pay all costs incurred by **H & R Paving, Inc.**, including reasonable attorney's fees in the trial court and the appellate level.
8. It is agreed that you hereby waive trial by jury, and further agree and consent that venue shall for any proceeding under this agreement be in the County of Dade and State of Florida.
9. No agent or employees shall have authority to waive or modify any of the terms and conditions of this agreement.
10. Down time due to General Contractor or Sub-Contractor will be billed extra at a rate of \$ 150.00 per hour.
11. **H & R Paving, Inc.**, will not be responsible for asphalt raveling, which is a normal part of the curing process for up to 1 year on fresh asphalt.



MILLING & RESURFACING PHASE 4 2020



STREET	FROM - TO
1. NW 128 th St.	From: NW 145 th Ave. To: NW 42 nd Ave.
2. NW 132 nd St.	From: NW 38 th Ct. To: Douglas Rd.
3. NW 38 th Ave.	From: NW 38 th Ave. To: End of Street
4. Golf Course Blvd.	From: NW 37 th Ave. To: Jann Ave.
5. Bahman Ave.	From: Sharazad Blvd. To: Ali Baba Ave.

STREET	FROM - TO
6. Fisherman St.	From: Douglas Rd. To: Sharazad Blvd.
7. Ali Baba Ave.	From: Douglas Rd. To: Aladdin St.
8. Burlington St.	From: Superior St. To: Opa-Locka Blvd.
9. Superior St.	From: Burlington St. To: Opa-Locka Blvd.
10. Port Said Rd.	From: Port Said Rd. To: NW 127 th St.
11. NW 31 st Ave.	From: NW 132 nd Ter. To: NW 129 th St.
12. NW 30 th Ave.	From: NW 135 th St. To: NW 127 th St.
13. NW 25 th Ave.	From: NW 147 th St. To: Ali Baba Ave.
14. NW 24 th Ave.	From: NW 147 th St. To: Ali Baba Ave.
15. Ali Baba Ave.	From: NW 27 th Ave. To: NW 22 nd Ave.
16. NW 143 rd St.	From: Service Rd. To: NW 22 nd Ave.
17. Burlington St.	From: SR 9 To: NW 21 st Ct.
18. NW 21 st Ct.	From: Burlington St. To: End of Street
19. NW 136 th St.	From: NW 27 th Ave. To: NW 24 th Ave.

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR430
DATE:	Apr 27, 2020

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	INTERSECTING STREETS
CONTACT	305 953-2868 x1215 FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

- 1- Milling approx. 8,070 SY X \$2.10 = \$16,947.00
- 2- Asphalt SP9.5: 672 tons X \$102.00 = \$68,544.00
- 3- 6" Yellow Paint Stripe 2,700 LF X \$0.21 = \$567.00
- 4- 24" White Paint Stripe 324 LF X \$1.20 = \$388.80
- 5- 6" Yellow Thermoplastic Stripe 2,700 LF X \$0.84 = 2,268.00
- 6- 24" White Thermoplastic Stripe 324 LF X \$3.60 = 1,166.40
- 7- R.P.M. 162 ea X \$3.60 = \$583.60
- 8- M.O.T. X 2% = \$9,046.48

TOTAL:

99,510.88

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: 49 _____

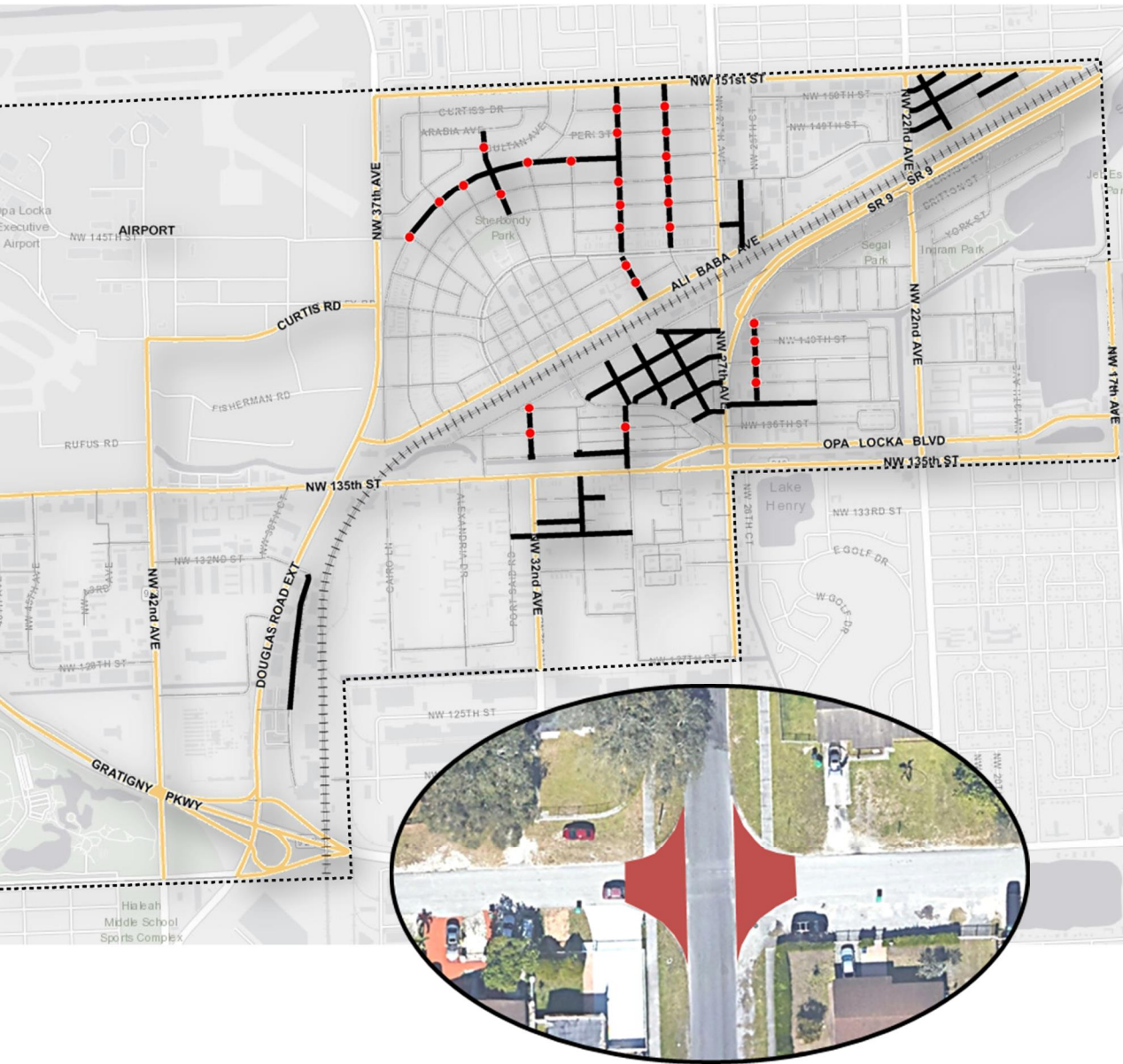
Signature: _____

ADDITIONAL TERMS & CONDITIONS

1. All work and material shall be guaranteed by **H & R Paving, Inc.**, in accordance with the terms and conditions of this agreement and all work shall be completed in a workman like manner and according to standard paving practice in Dade County area.
2. Any change, alterations or deviation from the specifications as set forth in this agreement, which involve additional charge or cost, will be permitted only upon written change order and same will be an extra charge which shall be due and payable upon execution of the change order.
3. **H & R Paving, Inc.**, Shall not be responsible for damages to sidewalks, fences, lawns, underground installations, septic tanks, water and drain lines, water ponding, etc.
4. **H & R Paving, Inc.**, Shall not be responsible for any damages caused by automobile power steering, tire marks, peeling of asphalt, grass growing in asphalt, leakage of gasoline or oil or detergent placed upon the asphalt.
5. **H & R Paving, Inc.**, Shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond our reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
6. You shall not be entitled to recover from **H & R Paving, Inc.**, Any consequential damages, damages to property, damages for delay, loss of profits or income or any other incidental damages and do hereby waive and release **H & R Paving, Inc.**, from any such claims.
7. In the event of your non performance under the terms and conditions of this agreement of failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due hereunder either with or without suit, you shall pay all costs incurred by **H & R Paving, Inc.**, including reasonable attorney's fees in the trial court and the appellate level.
8. It is agreed that you hereby waive trial by jury, and further agree and consent that venue shall for any proceeding under this agreement be in the County of Dade and State of Florida.
9. No agent or employees shall have authority to waive or modify any of the terms and conditions of this agreement.
10. Down time due to General Contractor or Sub-Contractor will be billed extra at a rate of \$ 150.00 per hour.
11. **H & R Paving, Inc.**, will not be responsible for asphalt raveling, which is a normal part of the curing process for up to 1 year on fresh asphalt.



MILLING AND RESURFACING PAVEMENT AT INTERSECTING STREETS - 2020



■ Milling And Resurfacing Detail

Milled Street \ Intersecting Street

1. JANN AVE.

Bagdad Ave.	Perviz Ave.
Banu St.	Sinbad Ave.
Codadad St.	Ahmad St.

2. BAHMAN AVE.

Sultan Ave.	Sharar Ave.
-------------	-------------

3. AHMAD ST.

Kasim St.	Peri St.
Sharar Ave.	Dunad Ave.
Sesame St.	Salih St.
Fisherman St.	

4. KALANDAR ST.

Kasim St.	Peri St.
Jann Ave.	Sharar Ave.
Dunad Ave.	Sesame St.

5. ALADDIN ST.

West Dr.	Superior St.
----------	--------------

6. SINBAD AVE.

Superior St.	
--------------	--

7. NW 26th Ave.

NW 141 st St.	NW 140 th St.
Wilmington St.	York St.

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR429
DATE:	Apr 27, 2020

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	ADJUSTING MANHOLE AND VALVES TO GRADE
CONTACT	305 953-2868 x1215 FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

- 1- Manhole Adjustments \$340.00 ea
- 2- Valve adjust \$280.00 ea

TOTAL:

620.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

Signature: _____

Date: 52 _____

Signature: _____

ADDITIONAL TERMS & CONDITIONS

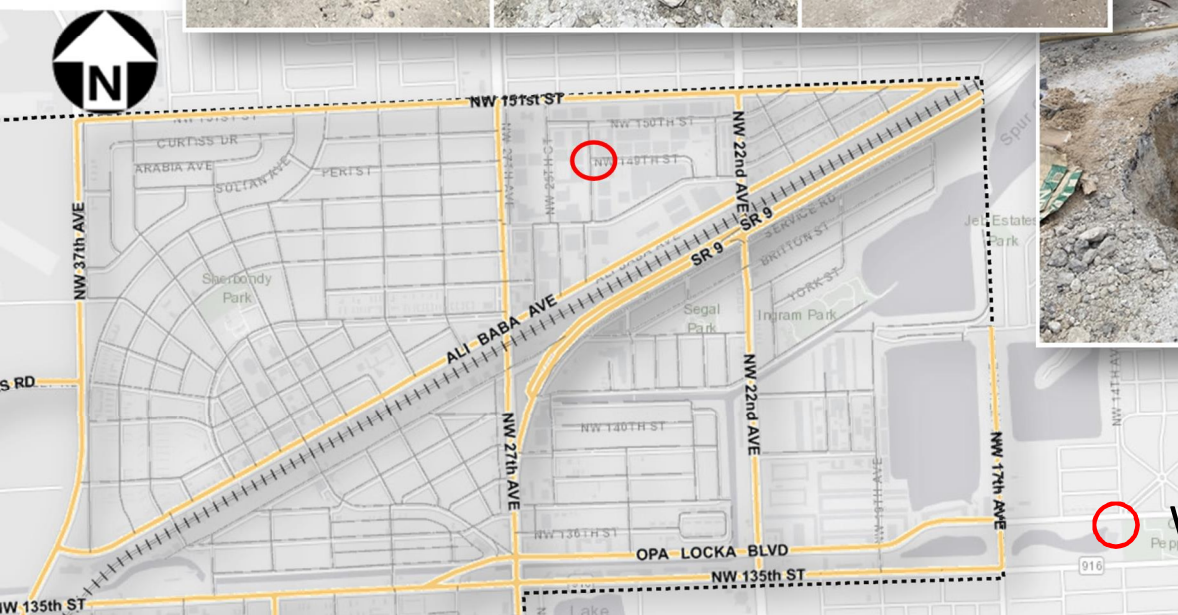
1. All work and material shall be guaranteed by **H & R Paving, Inc.**, in accordance with the terms and conditions of this agreement and all work shall be completed in a workman like manner and according to standard paving practice in Dade County area.
2. Any chance, alterations or deviation from the specifications as set forth in this agreement, which involve additional charge or cost, will be permitted only upon written change order and same will be an extra charge which shall be due and payable upon execution of the change order.
3. **H & R Paving, Inc.**, Shall not be responsible for damages to sidewalks, fences, lawns, underground installations, septic tanks, water and drain lines, water ponding, etc.
4. **H & R Paving, Inc.**, Shall not be responsible for any damages caused by automobile power steering, tire marks, peeling of asphalt, grass growing in asphalt, leakage of gasoline or oil or detergent placed upon the asphalt.
5. **H & R Paving, Inc.**, Shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond our reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
6. You shall not be entitled to recover from **H & R Paving, Inc.**, Any consequential damages, damages to property, damages for delay, loss of profits or income or any other incidental damages and do hereby waive and release H & R Paving, Inc., from any such claims.
7. In the event of your non performance under the terms and conditions of this agreement of failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due hereunder either with or without suit, you shall pay all costs incurred by **H & R Paving, Inc.**, including reasonable attorney's fees in the trial court and the appellate level.
8. It is agreed that you hereby waive trial by jury, and further agree and consent that venue shall for any proceeding under this agreement be in the County of Dade and State of Florida.
9. No agent or employees shall have authority to waive or modify any of the terms and conditions of this agreement.
10. Down time due to General Contractor or Sub-Contractor will be billed extra at a rate of \$ 150.00 per hour.
11. **H & R Paving, Inc.**, will not be responsible for asphalt raveling, which is a normal part of the curing process for up to 1 year on fresh asphalt.



Manhole Cover Adjustment



Valve Box Adjustment



 Work Location

1955 NW 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR433
DATE:	May 6, 2020

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 Fisherman St OPA-LOCKA, FL 33054
CONTACT	Carlos Gonzalez

TO	INTERSECTION NW 150 ST & 22 CT
CONTACT	305 953-2868 x1215 FAX:

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

- 1- Milling existing Intersection 835 SY X \$2.10/SY = \$1,753.50
- 2- Install Asphalt Type SP9.5 69 tons X \$102.00 = \$7,038.00
- 3- R.P.M. 6 ea X \$3.60 = \$21.60
- 4- 24" White Stripe Paint 15 LF X \$1.20 = \$18.00
- 5- 6" Yellow Stripe Paint 200 LF X \$0.21 = \$42.00
- 6- 24" White Thermo 15 LF X \$3.60 = \$54.00
- 7- 6" Yellow Stripe 200 LF X \$0.84 = \$168.00
- 8- M.O.T. 2% = \$181.00

TOTAL:

9,277.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of **H & R PAVING, Inc.** (READ RESERVE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: _____

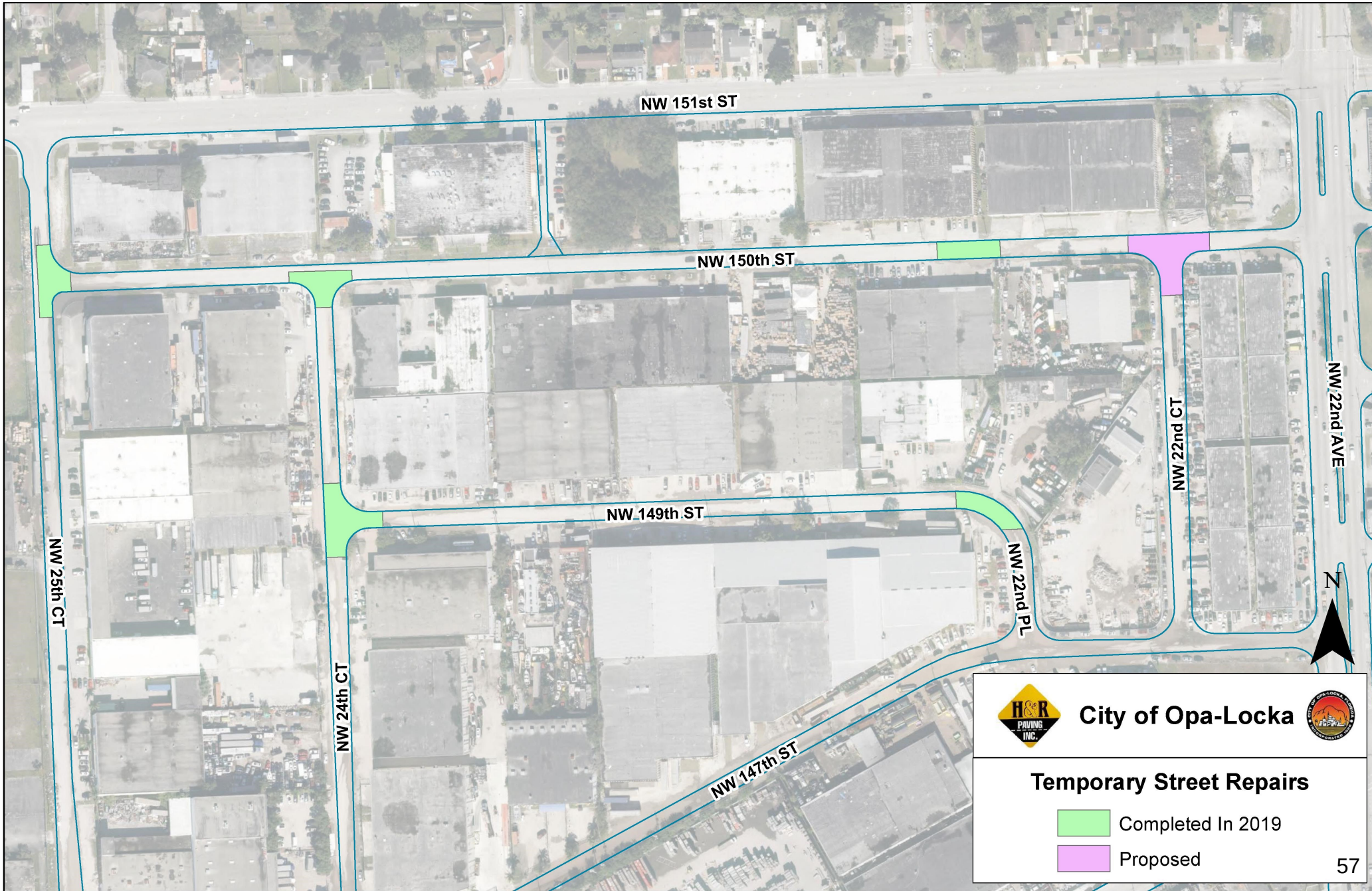
Signature: _____

Date: 5 _____

Signature: _____

ADDITIONAL TERMS & CONDITIONS

1. All work and material shall be guaranteed by **H & R Paving, Inc.**, in accordance with the terms and conditions of this agreement and all work shall be completed in a workman like manner and according to standard paving practice in Dade County area.
2. Any chance, alterations or deviation from the specifications as set forth in this agreement, which involve additional charge or cost, will be permitted only upon written change order and same will be an extra charge which shall be due and payable upon execution of the change order.
3. **H & R Paving, Inc.**, Shall not be responsible for damages to sidewalks, fences, lawns, underground installations, septic tanks, water and drain lines, water ponding, etc.
4. **H & R Paving, Inc.**, Shall not be responsible for any damages caused by automobile power steering, tire marks, peeling of asphalt, grass growing in asphalt, leakage of gasoline or oil or detergent placed upon the asphalt.
5. **H & R Paving, Inc.**, Shall not be responsible for any loss, damage or injury to persons or property caused by acts of government civil or military authorities, theft, vandalism, labor disputes, explosions, power failure, water damage, storms, lightning, natural or public catastrophe, acts of God or by any other cause which is unavoidable or beyond our reasonable control and, in any event, we shall not be liable for incidental or consequential damages.
6. You shall not be entitled to recover from **H & R Paving, Inc.**, Any consequential damages, damages to property, damages for delay, loss of profits or income or any other incidental damages and do hereby waive and release **H & R Paving, Inc.**, from any such claims.
7. In the event of your non performance under the terms and conditions of this agreement of failure to pay the amounts due within the time period as set forth within the agreement, you agree that if an attorney is engaged to enforce the terms of this agreement, or to collect payment due hereunder either with or without suit, you shall pay all costs incurred by **H & R Paving, Inc.**, including reasonable attorney's fees in the trial court and the appellate level.
8. It is agreed that you hereby waive trial by jury, and further agree and consent that venue shall for any proceeding under this agreement be in the County of Dade and State of Florida.
9. No agent or employees shall have authority to waive or modify any of the terms and conditions of this agreement.
10. Down time due to General Contractor or Sub-Contractor will be billed extra at a rate of \$ 150.00 per hour.
11. **H & R Paving, Inc.**, will not be responsible for asphalt raveling, which is a normal part of the curing process for up to 1 year on fresh asphalt.



APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF FOUR PAGES

TO (OWNER):

PROJECT:

APPLICATION NO:

Distribution to:

CITY OF OPA-LOCKA

PHASE II

☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 3/13/2019

FROM (CONTRACTOR):

VIA (ARCHITECT):

PROJECT NO:

H & R PAVING

CONTRACT FOR: Application Da 3/13/2019

CONTRACT DATE: 4/20/2018

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved this Month			
Number	Date Approved		
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
TOTALS		-	-
Net change by Change Orders		-	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

1. ORIGINAL CONTRACT SUM \$ \$227,625.00
2. Net change by Change Orders \$ \$
3. CONTRACT SUM TO DATE \$ 227,625.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 217,051.01
5. RETAINAGE
a. 10 % of Completed Work \$ 21,705.10
(Column D + E on G703)
b. % of Stored Material \$
(Column F on G703)
Total Retainage (Line 5A + 5b or Total in Column I of G703) \$ 21,705.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 195,345.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)
8. CURRENT PAYMENT DUE \$ 0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6) \$ 195,345.91

APPROVED

4/22/19

State of: Florida County of: Miami-Dade

Subscribed and sworn to before me this 14 TH day of April, 2019

Notary Public: *[Signature]* Commission # 06203023

My Commission expires: April 17, 2022

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT:

By:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Signed: *[Signature]* 4-12-2019

Closed PO ☐

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By:

Date: 3/14/2019

These goods and services have been received, found to be satisfactory and this invoice is approved for payment.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY FLORIDA CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES TO COMPLETE THE LSO SERVICE BASIN CURED-IN-PLACE (CIPP) PIPE LINING METHOD REHABILITATION OF PUMP STATION #7 IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THREE THOUSAND SIX HUNDRED DOLLARS (\$103,600.00), IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; 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, 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 rehabilitation project of Pump Station #7, to be piggybacked, will provide, relining of 2,818 linear feet of sewer mains in the pump station to reduce inflow and infiltration, reduce the volume and cost of wastewater the City pays to the County for processing and bring the City closer to compliance with the Miami-Dade County Consent Agreement; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on the Miami-Dade County Contract with Insituform Technologies, LLC, for the provision of CIPP lining rehabilitation services related to Pump Station #7, as provided in the project proposal (attached hereto as Exhibit "B"), and in an amount not to exceed One Hundred Three Thousand Six Hundred Dollars (\$103,600.00).

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the Miami-Dade County contract with Insituform Technologies, LLC for the provision of CIPP lining rehabilitation of Pump Station #8, as provided in the project proposal (attached hereto as Exhibit "B"), in an amount not to exceed Three Hundred Eight Thousand Six Hundred Ninety Five Dollars (\$308,695.00) and in a contract form acceptable to the City Attorney.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback a Miami-Dade County contract with Insituform Technologies, LLC for the provision of CIPP lining rehabilitation services related to Pump Station #7, and in an amount not to exceed One Hundred Three Thousand Six Hundred Dollars (\$103,600.00) and in a contract form acceptable to the City Attorney.

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 immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and ADOPTED this ____ day of _____ 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:	05/27/2020	Item Type: (Enter X in box)	Resolution	Ordinance	Other
			X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading
	X		Public Hearing: (Enter X in box)		Yes
					X
Funding Source: Account# : 440-75-5356314	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)		Yes
					No
					X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
	X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)
		X			
Sponsor Name	City Manager		Department:		City Manager

Short Title:

Pipe Lining of the Gravity Sewer System for Pump Station 7 service area.

Staff Summary:

The purpose of this request is to piggyback an existing contract from the Miami-Dade County, for qualified professional services to achieve the rehabilitation of Pump Station 7 applying cured in place pipe (CIPP) method in the City of Opa-locka. Passage of this resolution brings us one station closer to being in compliance with the Miami-Dade County Consent Agreement.

Financial Impact

This project will reline 2,818 linear feet of sewer mains in the Pump Station # 7 collection basin area to reduce inflow and infiltration into these mains. This will result in the reduction in the volume and cost of wastewater the City pays the County to process. This project will be funded as follows:

Account	Description	Available	Project	Remaining Balance
75-5356314	SRF – Wastewater Projects	548,970	103,600	445,370
Total			103,600	

Proposed Action:

Staff recommends approval.

Attachment:

1. Agenda
2. Proposal provided by Insituform Technologies LLC
3. Miami Dade County Piggyback Contract

4/24/2020

AAJA-YVVD AE


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

Project Name: 2020 Rehabilitation PS 7
 Project #: City of Opa-Locka Piggyback of Miami-Dade Water and Sewer Contract S-946
 Start Date: TBD Completion Date: TBD

PROPOSAL PRICING:

Item	Description	Unit	Qty	Unit Price	Total Price
3.01	For providing Maintenance of Traffic (MOT), the aggregate sum of	Aggr. Sum	1	\$1,150.00	\$1,150.00
1.01	Cured-in-place 8" diameter pipe-lining up to 24" deep in non-industrial areas	LF	2,818	\$22.90	\$64,532.20
1.13	Reinstatement of laterals	EA	41	\$88.20	\$3,616.20
1.14	Sealing Lateral Connections	EA	41	\$227.40	\$9,323.40
2.01	Bypass pumping of sewage, where authorized by the Engineer, in 8" through 15" sewer pipes	EA	4	\$1,500.00	\$6,000.00
1.16	Supplemental Payment for Installing Cured-in-place liners, in main lines, independent of pipe diameter, and depth that are less than 100 LF in total length for bid items 1.02 through 1.12	EA	1	\$528.90	\$528.90
	Bid Items Outside Scope				
1	Root and Grease Removal 8" dia. Sanitary Sewer	LF	500	\$3.30	\$1,650.00
2	8" Sanitary Sewer Point Repair - NW 135 St & Alexandria Dr. Opa-Locka, FL	EA	1	\$8,719.40	\$8,719.40
5	Manhole Rehabilitation PS #7 (MH PS7-5) Raven 405 Ultra High Build Epoxy	EA	1	\$8,039.60	\$8,039.60
	TOTAL				\$103,559.70

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 Egarice 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 of 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 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

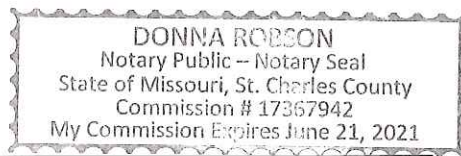
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

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, 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.flids.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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY FLORIDA CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR THE PROVISION OF QUALIFIED PROFESSIONAL SERVICES TO COMPLETE THE LS0 SERVICE BASIN CURED-IN-PLACE (CIPP) PIPE LINING METHOD REHABILITATION OF PUMP STATION #8 WITHIN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED EIGHT THOUSAND SIX HUNDRED NINETY FIVE DOLLARS (\$308,695.00), IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; 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, 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 and for the provision of cured-in-place pipe lining; and

WHEREAS, the rehabilitation project of Pump Station #8, to be piggybacked, will provide relining of 9,242 linear feet of sewer mains in the pump station to reduce inflow and infiltration, reduce the volume and cost of wastewater the City pays the County for processing and bring the City closer to compliance with the Miami-Dade County Consent Agreement; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on the Miami-Dade County contract with Insituform Technologies, LLC, for the provision of certain qualified services to complete the LS0 service basis cured-in-place (CIPP) pipe lining method rehabilitation of pump station #8, as provided in the project Proposal (attached hereto as Exhibit "B"), and for an amount not to exceed Three Hundred Eight Thousand Six Hundred Ninety Five Dollars (\$308,695.00).

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to piggyback on the Miami-Dade County contract with Insituform Technologies, LLC for the provision of CIPP lining rehabilitation of Pump Station #8, as provided in the project Proposal (attached hereto as Exhibit "B"), in an amount not to exceed Three Hundred Eight Thousand Six Hundred Ninety Five Dollars (\$308,695.00) and in a contract form acceptable to the City Attorney.

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 immediately upon adoption by the City Commission of the City of Opa-Locka.

PASSED and ADOPTED this ____ day of _____ 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:	05/27/2020		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
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
Funding Source: Account# : 440-75-5356305	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
		X					
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Pipe Lining of the Gravity Sewer System for Pump Station 8 service area.

Staff Summary:

The purpose of this request is to piggyback an existing contract from the Miami-Dade County, for qualified professional services to achieve the rehabilitation of Pump Station 8 applying cured in place pipe (CIPP) method in the City of Opa-locka. Passage of this resolution brings us one station closer to being in compliance with the Miami-Dade County Consent Agreement.

Financial Impact

This project will reline 9,242 linear feet of sewer mains in the Pump Station # 8 collection basin area to reduce inflow and infiltration into these mains. This will result in the reduction in the volume and cost of wastewater the City pays the County to process. This project will be funded as follows:

Account	Description	Available *	Project	Remaining Balance
75-5356314	SRF – Wastewater Projects	445,370	308,695	136,675
Total			308,695	

The amount initially available for this account is \$548,970. The project to reline the sewer mains in the Pump Stations # 7 collection basin, also presented for approval at this Commission meeting, requires \$103,600, leaving \$445,370 for other projects.

Proposed Action:

Staff recommends approval.

Attachment:

1. Agenda
2. Proposal provided by Insituform Technologies LLC
3. Miami Dade County Piggyback Contract

4/24/2020

AAJA-YVVDAR



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

Project Name: 2020 Rehabilitation PS 8
 Project #: City of Opa-Locka Piggyback of Miami-Dade Water and Sewer Contract S-946
 Start Date: TBD Completion Date: TBD

PROPOSAL PRICING:

Item	Description	Unit	Qty	Unit Price	Total Price
3.01	For providing Maintenance of Traffic (MOT), the aggregate sum of	Aggr. Sum	1	\$3,850.00	\$3,850.00
1.01	Cured-in-place 8" diameter pipe-lining up to 24" deep in non-industrial areas	LF	9,242	\$22.90	\$211,641.80
1.13	Reinstatement of laterals	EA	103	\$88.20	\$9,084.60
1.14	Sealing Lateral Connections	EA	103	\$227.40	\$23,422.20
2.01	Bypass pumping of sewage, where authorized by the Engineer, in 8" through 15" sewer pipes	EA	14	\$1,500.00	\$21,000.00
1.16	Supplemental Payment for Installing Cured-in-place liners, in main lines, independent of pipe diameter, and depth that are less than 100 LF in total length for bid items 1.02 through 1.12	EA	1	\$528.90	\$528.90
	Bid Items Outside Scope				
1	Root and Grease Removal 8" dia. Sanitary Sewer	LF	2,500	\$3.30	\$8,250.00
3	8" Sanitary Sewer Point Repair - NW 151 Street and NW 25 Ct Opa-Locka, FL	EA	1	\$22,197.50	\$22,197.50
4	8" Sanitary Sewer Point Repair - NW 22 Ave & Ali Baba Ave Opa-Locka, FL	EA	1	\$8,719.40	\$8,719.40
	TOTAL				\$308,694.40

Submitted By:



Kenny Boeh
 Business Development Manager

CONTRACT

THIS CONTRACT, made and entered into on the 25th day of September, 2019, 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 Egarice 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

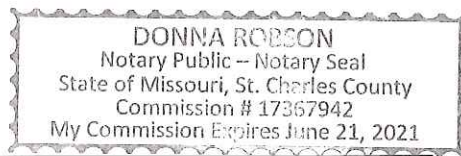
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

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.flids.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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE PROTECTIONS OF EXEMPT PUBLIC INFORMATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE MIAMI-DADE COUNTY'S "AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County (the "County") bills the City's Fire Hydrant Assessment on the County property tax bill each November; and

WHEREAS, the City of Opa-locka ("City") has had a Fire Hydrant Assessment since Fiscal Year 2018, which is charged on the County-issued property tax bill sent out in November each year; and

WHEREAS, for the City to provide the appropriate information to the County to bill this assessment, the County must first provide certain information on each property to the City; and

WHEREAS, there have always been categories of information which are deemed to be exempt from public disclosure for qualifying individuals with professions which could place them in harm's way if this information was publicly available; and

WHEREAS, as of July 1, 2019, the State has greatly increased the breadth of categories of personal information deemed to be exempt from public disclosure. However, this information is still made available to the City as a part of the process of preparing the assessment files to be provided to the Property Appraiser for inclusion on the property tax bill; and

WHEREAS, the County now requires each participating municipality to sign an "Agreement For Access to Certain Exempt Information Maintained by the Miami Dade County Property Appraiser", attached hereto as Exhibit A", requiring the municipality to agree to provide the necessary security of certain information if the municipality is to continue participating in the program of placing assessments on the property tax bill; and

WHEREAS, this assessment is anticipated to provide approximately \$64,000 this fiscal year to support maintenance of the City's Fire Hydrant Maintenance Program and it is anticipated that this realized amount will increase in the future due to inclusion of all properties in the City's utility service as authorized by the City Code; and

WHEREAS, Staff recommends that the City Commission authorize the City Manager to sign the referenced agreement with Miami-Dade County to provide satisfactory security and protect exempt information provided to the City as part of the assessment program; and

WHEREAS, the City Commission finds that it is in the best interest of the City to execute the County's "Agreement for Access to Certain Exempt Information Maintained by the Miami Dade County Property Appraiser".

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby approves the protections of exempt public information and authorizes the City Manager to execute the Miami-Dade County "Agreement For Access to Certain Exempt Information Maintained by the Miami-Dade County Property Appraiser", attached hereto as Exhibit A".

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this ____ day of _____ 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:	Bob Anathan		Department Director Signature:	<i>R. Anathan</i>			
City Manager:	John Pate		CM Signature:				
Commission Meeting Date:	May 27, 2020		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i> N/A	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	Yes	No X
Funding Source: <i>Account# :</i> General Fund	<i>(Enter Fund & Dept)</i> Ex: NA		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	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:

Protection of Exempt Information

Staff Summary:

Issue / Recommendation

The County bills the City's Fire Hydrant Assessment on the County Property Tax bill each November. The creation of this assessment involves providing information to the City deemed to be exempt from public disclosure by State statute. The County requires that the City sign an agreement assuming responsibility for the security of this information. Staff recommends the City Commission approve the signing of this agreement.

Background

The City has had a Fire Hydrant Assessment since FY 18 which is charged on the County-issued property tax bill sent out in November each year. For the City to provide the appropriate information to the County to bill this assessment, the County must first provide certain information on each property to the City. There have always been categories of information which are deemed to be exempt from public disclosure for qualifying individuals with professions which could place them in harm's way if this information was publicly available.

Current Activity

As of July 1, 2019, the State has greatly increased the breadth of categories of personal information deemed to be exempt from public disclosure. However, this information is still made available to the City as part of the process of preparing the assessment files to be provided to the Property Appraiser for inclusion on the property tax bill. Consequently, the County now requires each participating municipality to sign an agreement, attached, requiring the municipality to agree to provide the necessary security of this information if the municipality is to continue participating in the program of placing assessments on the property tax bill.

Fiscal Impact

This assessment is anticipated to provide around \$64,000 this year to support maintenance of the City's fire hydrant maintenance program. It is anticipated that this amount will increase in the future due to inclusion of all properties in the City's utility service as authorized by the Code.

Proposed Action:

Recommendation

Staff recommends that the City Commission authorize the appropriate City official to sign the County agreement to provide satisfactory security to protect the exempt information provided to the City as part of the assessment program.

Attachment:

1. Agreement

**AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED
BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER**

THIS AGREEMENT TO ACCESS CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER (**AGREEMENT**), made and entered into this 27th day of May, 2020, by and between the CITY OF OPA-LOCKA, FLORIDA, a municipal corporation of the STATE OF FLORIDA (hereinafter referred to as the “Municipality”) and the **MIAMI-DADE COUNTY PROPERTY APPRAISER**, (hereinafter referred as the “**Property Appraiser**”).

WITNESSETH

WHEREAS, the Municipality has requested access to certain records maintained by the Property Appraiser relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“**Exempt Information**”).

WHEREAS, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address.

WHEREAS, the Municipality shall only request Exempt Information when there is a statutory or official need for the Exempt Information.

WHEREAS, the Municipality shall take full responsibility for protecting all Exempt Information provided pursuant to this agreement in accordance with Florida law,

WHEREAS, the Municipality’s governing body has approved this agreement via Resolution _____ and authorized the below signatory to execute this agreement on behalf of the Municipality,

NOW, THEREFORE, in consideration of the covenants herein provided, the Municipality and the Property Appraiser agree as follows:

1. The foregoing recitals are incorporated herein.
2. Before the Municipality requests any Exempt Information from the Property Appraiser, the Municipality shall establish sufficient safeguards to ensure that Exempt Information will not be disclosed, whether intentionally or inadvertently, by the Municipality or any of its agents or employees, except as authorized by Florida law.
3. The Municipality shall only use Exempt Information to fulfill the official administration, duties, and responsibilities of government and such Exempt Information may not be disclosed or shared for any other purpose other than as prescribed by Florida law.
4. When in receipt of Exempt Information from the Property Appraiser, the Municipality acknowledges that its employees, successors, and authorized agents are subject to the same

requirements exempting such records from public disclosure and the same penalties for violation of those requirements as the Property Appraiser. The Municipality accepts full responsibility for the actions of its employees, successors, and authorized agents with regards to the Exempt Information.

5. To the extent allowed by, and subject to the limitations of, section 768.28 of the Florida Statutes, if applicable, the Municipality does hereby agree to indemnify and hold the Property Appraiser, its officials, employees, and instrumentalities, harmless from any and all liability for any damage, injury, or claim that may arise by virtue of the Exempt Information, or the exercise of any rights, obligations or actions under this Agreement, including, but not limited to, the Municipality's failure to maintain the Exempt Information in accordance with Florida law.
6. The undersigned further agrees that these conditions shall be deemed a continuing obligation between the Municipality and the Property Appraiser and shall remain in full force and effect and be binding on the Municipality, and any permitted successors or assigns.
7. In the event that the Municipality requests any third party to assume any of its responsibilities as it relates to the Exempt Information or this Agreement, the Municipality must require the third party to agree in writing that it is subject to, and must comply with, all terms of this Agreement and that it must protect the Exempt Information from disclosure. Such agreement by the third party must be signed before the Municipality allows the third party to access any Exempt Information. The Municipality acknowledges that such assumption by a third party shall not relieve the Municipality from any obligations or responsibilities hereunder. Any failure by any third party shall not subject the Property Appraiser to any liability for any damage, injury, or claim that may arise. A failure of the Municipality to comply with this section shall be a breach of this Agreement and therefore a termination of the Agreement without the notice requirement in section 9.
8. Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement. Additionally, nothing herein shall be deemed to constitute a waiver of any rights under section 768.28 of the Florida Statutes, or as a waiver of the Property Appraiser's sovereign rights.
9. Either party to this Agreement may terminate the Agreement with seven (7) days' written notice to the other party. Upon termination of the Agreement, the Municipality shall destroy all Exempt Information within ten (10) days. The Municipality's obligation to protect the Exempt Information from disclosure shall remain in full force and effect following the termination of the Agreement.
10. The language agreed to herein expresses the mutual intent and agreement of the Property Appraiser and the Municipality, and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

11. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (e.g., Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified. The method of delivery shall be consistent among all of the persons listed herein. For the present, the Municipality and Property Appraiser designate the following as the respective places for notice purposes:

Municipality: City of Opa-locka
Office of the City Manager
780 Fisherman Street
Opa-locka, FL 33054

With a Copy to: City Attorney's Office
780 Fisherman Street
Opa-locka, FL 33054

Property Appraiser Miami-Dade County
Office of the Property Appraiser
111 Northwest First Street, Suite 710
Miami, Florida 33128

With a Copy to: Miami-Dade County Attorney's Office
111 Northwest First Street, Suite 2810
Miami, Florida 33128

IN WITNESS WHEREOF, the City of Opa-locka, FL has caused this instrument to be executed by its respective officials thereunto duly authorized, this the day and year above written.

City of Opa-locka, a municipal corporation

ATTEST:

By: _____ By: _____
Clerk Mayor/Manager

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Municipal Attorney

MIAMI-DADE COUNTY PROPERTY APPRAISER

ATTEST:

By: _____
Property Appraiser or Date
Designee

RESOLUTION NO. 20-xxxxx

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE EXECUTION OF A DRAINAGE EASEMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND CASTLE OPA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR A SPECIFIC PORTION OF A PUBLIC RIGHT OF WAY KNOWN AS SERVICE ROAD AND IDENTIFIED BY FOLIO 08-2122-005-2170; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EASEMENT AGREEMENT ON BEHALF OF THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") owns a parcel of land known as "Service Road", more particularly described as the public right-of-way, which is adjacent to property owned by Castle Opa, LLC; and

WHEREAS, Castle Opa, LLC desires to develop and improve the use of their property at 1700 Service Road (identified by folio 08-2122-005-2170) ("the Property") and intends to install, construct and maintain storm water, drainage, sanitary sewer lines, facilities, and private utilities under and within a portion of the City's Property, as described in the "Easement Agreement" attached hereto as Exhibit "A"; and

WHEREAS, Castle Opa, LLC desires to develop and improve the use of their property and Miami-Dade County Environmental Resources Management (DERM) requires additional safeguards for stormwater management for development of the Property, the City Commission finds that it is in the best interest of the City to grant an easement to Castle Opa, LLC; and

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION/APPROVAL

The City Commission hereby approves the execution of an Easement Agreement with Castle Opa, LLC and authorizes the City Manager to execute the Easement Agreement (attached hereto as Exhibit "A") on behalf of the City of Opa-locka, Florida.

Section 3. SCRIVERNER'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 immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this ____ day of May, 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:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	05-13-20	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance/Resolution Reading: (Enter X in box)	1 st Reading	2 nd Reading
				X	
	X		Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	Ex:		(Enter X in box)	X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: N/A		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan	
	X		Enhance Organizational ☐	Obj./Strategy: (list the specific	
			Bus. & Economic Dev ☒	objective/strategy this item will	
			Public Safety ☐	address)	
			Quality of Education ☐	Commercial Retail Services	
			Qual. of Life & City Image ☐		
			Communcation ☐		
Sponsor Name	City Manager	Department: Planning & Community Development	City Manager		

Short Title:

A Resolution of the City Commission of the City of Opa-locka, Florida, approving the execution of a drainage easement agreement between the City of Opa-locka and Castle Opa, LLC, a Florida Limited Liability Company, for a specific portion of a public right of way known as Service Road to improve the use of their property at 1700 Service Road and identified by folio 08-2122-005-2170; Authorizing the City Manager to execute the easement agreement on behalf of the City of Opa-locka; Providing for incorporation of recitals; Providing for an effective date.

Staff Summary:

Castle Opa, LLC, through their Comercial Property Realtor/Project Manager, Reese Stigliano, SIOR, presented a request to Planning & Community Development Department Staff to obtain City approval for a drainage easement on the City Right of Way described as Service Road to support the development of the property at 1700 Service Road. The property owners are considering the development of a residential, fee simple town house project, however because of brownfields remediation concerns Miami Dade DERM is requiring additional safeguards concerning stormwater management. The property owner is requesting an easement in the City Right of Way, known as Service Road, that is adjacent to their property, to construct and maintain a drainage watermanagement easement.

Background

- According to Compass Surveying, the legal descriptions for this drainage easement adjacent to the Cuyahoga development site is as follows:

LEGAL DESCRIPTION:

PORTION OF A 30 FOOT SERVICE ROAD RIGHT OF WAY. LYING NORTHERLY OF BLOCKS 346 AND 347, MAGNOLIA GARDENS CONSOLIDATED, AS RECORDED IN PLAT BOOK 50, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 346; THENCE NORTH 63°20'21" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SERVICE ROAD AS SHOWN ON SAID PLAT, A DISTANCE OF 260.33 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4222.66 FEET AND A DELTA OF 03°38'08", THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE, A DISTANCE OF 267.94 FEET TO A POINT OF REVERSE CURVATURE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A DELTA OF 120°17'47", THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 17TH AVENUE; THENCE NORTH 00°00'00" EASTM A DUSTABCE IF 78.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SERVICE ROAD, POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST WITH A RADIAL BEARING OF SOUTH 31°08'05" EAST, HAVING A RADIUS OF 4192.66 FEET AND A DELTA OF 04°28'26"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 327.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63°20'21" WEST, A DISTANCE OF 245.27 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 18TH AVENUE THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 33.57 FEET TO A POINT OF BEGINNING.

CONTAINING IN ALL 17,605S SQUARE FEET / 0.40 ACRES, MORE OR LESS.

On December 11, 2019, PCD Staff met with Elliot Stone and Reese Stigliano in discussion of the Cuyahoga Site located at 1700 Service Road. The property, owned by Castle Opa Companies, is a brownfields site which has undergone significant remediation since it was acquired by the group in 2018. After acquisition of the site and all code enforcement issues as well as a settlement agreement reached with DERM resolved a previous owner's lawsuit, the group met with DERM to discuss options for cleanup of the site. It was conceived that a Phase II Environmental assessment/Remedial Action Plan would be needed to assess the level of contamination on the site and the proper removal processes which needed to take place to remedy the site. The Phase II was prepared by Terracon Consultant on behalf of the City of Opa-locka through a federal grant by the EPA the report/assessment, completed on March 30, 2019, took 9 months to complete. The cleanup included the removal of all Asbestos Containing material and over 10,000 tires from the site. To date the site as per Terracon's Report "poses a lessened environmental risk in comparison to site conditions that existed prior to purchase by current property owner and execution of the consent Agreement with Miami Dade County". As a result, Terracon provided recommendations for the future development of the site and Castle Opa, LLC has conveyed their plan to develop residential townhouses, however formal submission has not been made.

Proposed Action:

Staff has recommended approval of this Request.

Attachment:

DRAFT Resolution
Drainage Easement Agreement
Survey of Easement Area

When Recorded Return To:

Saul Ewing Arnstein & Lehr LLP
701 Brickell Avenue
17th Floor
Miami, Florida 33131
Attention: Louis P. Archambault, Esq.

Recorder's Use

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of _____, 2020 (the “**Effective Date**”), by and between **CITY OF OPA-LOCKA**, a Florida municipal corporation, whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (“**Grantor**”) and **CASTLE OPA, LLC**, a Florida limited liability company, whose address is 11900 Biscayne Boulevard, Suite 262, Miami, Florida 33181 and its successors and assigns (“**Grantee**”).

RECITALS:

A. Grantor owns fee simple title to that certain real property located in Miami-Dade County, Florida legally described on the attached **Exhibit A** (the “**Grantor Property**”) which consists of a thirty foot (30’) service road right of way.

B. Grantee owns fee simple title to that certain real property located in Miami-Dade County, Florida legally described on the attached **Exhibit B** (the “**Grantee Property**”).

C. As part of Grantee’s development of the Grantee Property, Grantee requires stormwater lines and drainage facilities to service the Grantee Property (the “**Grantee Drainage Facilities**”).

D. Grantor has agreed to grant to Grantee, to the benefit of the Grantee Property and its assigns, an easement over, upon and through the Grantor Property for the drainage, outflow of stormwater and the construction, installation, existence, operation, use, maintenance, repair and replacement of the Grantee Drainage Facilities into, upon, to and through the Grantor Property but for no other use or purpose (the “**Drainage Easement**”).

Therefore, in consideration of the agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The Recitals in this Agreement, including all definitions provided therein, are hereby incorporated into the Agreement.

2. Grant of Easements to Grantee. Grantor hereby conveys and grants to Grantee, its agents, employees, contractors, vendors and invitees, and its successors and assigns (the “**Grantee Parties**”), and as covenants running with the Grantor Property, the Drainage Easement in over, upon and through the Grantor Property to service the Grantee Property and for Grantee to install the Grantee Drainage Facilities and an easement over, upon and through the Grantor Property for the drainage, outflow of stormwater and the construction, installation, existence, operation, use, maintenance, repair and replacement of the Grantee Drainage Facilities. The Drainage Easement shall contain the right for vehicular or pedestrian access, ingress and egress through, over and upon the Grantor Property to access the Grantee Drainage Facilities and as otherwise provided above. The Drainage Easement shall include the right of Grantee to test or sample any soil or water within the Drainage Easement in the scope and using means and methods as reasonably determined by Grantee and as may be required by the Grantor or the Miami Dade County Department of Environmental Recourse Management (as more particularly set forth in Section 10 below.) Nothing contained herein shall restrict the right of Grantor to otherwise use the Grantor Property for any lawful purpose.

The Grantee Parties shall be responsible for ensuring that all discharge flowing into and through the Grantor Property meets applicable governmental rules, regulations, codes, ordinances and statutes (the “Quality Statutes”). The Grantee Parties shall indemnify and hold harmless the Grantor from and against any and all damages, costs, expenses, losses, liabilities, fees (including reasonable attorney’s fees and costs) and suits which such Grantor actually incurs by reason of a violation of any Quality Statute solely due to the discharge flowing from the Grantee Property in violation herewith from Grantee Drainage Facilities caused by the Grantee Parties.

3. Maintenance, Operation and Use. Grantee shall construct, maintain, repair and operate the Grantee Drainage Facilities at Grantee’s sole risk, cost and expense, in a good and workmanlike manner and in compliance with any and all applicable federal, state and local laws, statutes, regulations and ordinances and rules of governmental and administrative agencies and or as deemed necessary in Grantor’s reasonable judgment. Grantee shall repair and restore, at Grantee’s sole cost and expense, any damage to the Grantor Property caused by any negligent, intentional or willful act or omission of Grantee or any Grantee Parties relating to the exercise of any rights granted herein. All Grantee Drainage Facilities installed within the Drainage Easement shall be located below surface grade, except to the extent any necessary valves or controls need to be located above surface grade. Grantee shall not permit or create or suffer to be permitted or created any mechanics, materialmen, or other similar encumbrances or liens upon the Grantor Property or any part of either by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the easements granted hereby.

4. Term of Easement. The Drainage Easement shall be perpetual.

5. Indemnity. The Grantee Parties, shall indemnify, defend and hold Grantor harmless from and against any and all claims for injuries and or damages to persons or property suffered or alleged to be suffered on or about the Grantor Property or Drainage Easement by reason of the acts or omissions of the Grantee Parties. Grantor shall indemnify, defend and hold the Grantee Parties harmless from and against any and all claims for injuries and or damages to persons or property suffered or alleged to be suffered on or about the Drainage Easement by reason of the acts or omissions of the Grantor.

6. Liability Insurance. Grantee shall at all times maintain commercial general liability insurance and shall cause its Grantee Parties performing work on or about the Grantor's Property or the Drainage Easement and, during the construction of the Grantee Drainage Facilities, to carry commercial general liability and workers' compensation insurance, with minimum liability limits of insurance coverage at levels similar to the levels carried by the owners (and contractors) of comparable properties in the Opa-Locka, Florida area or as reasonably required by the parties.

7. Non-Interference. Grantee shall use commercially reasonable efforts not to interfere with Grantor's operations on the Grantor Property in the exercise of Grantee's rights hereunder, provided, however, that Grantor acknowledges and agrees that during the construction of the Grantee Drainage Facilities, Grantee may not be able to avoid temporary interruption to Grantor's operations on the Grantor Property. Temporary interruptions to Grantor's use of portions of the Grantor Property during the construction of the Grantee Drainage Facilities shall not be considered unreasonable hereunder and shall be permitted. The Grantor shall not unreasonably interfere with work performed by Grantee or the Grantee Parties in connection with the construction of the Grantee Drainage Facilities and the exercise of rights granted hereunder.

8. Force Majeure. Neither Grantor nor Grantee shall have any liability whatsoever to the other, with respect to any act, event or circumstance arising out of either or both of: (a) Grantor's or Grantee's, failure to fulfill, or delay in fulfilling any of its obligations under this Agreement by reason of labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or any other cause, whether similar or dissimilar, beyond Grantor's or Grantee's reasonable control; or (b) by reason of any requirement, act or omission of any public utility or others serving the Grantor Property, beyond Grantor's or Grantee's reasonable control.

9. Drainage Permits. The parties acknowledge that this Agreement and the Drainage Easement defined herein is or may be subject to a Miami-Dade County DERM Permit or South Florida Water Management District Environmental Resource Permit (collectively, the "Drainage Permits".) Grantor hereby consents to Grantee obtaining the Drainage Permits or obtaining any secondary permits as needed for the Grantee Drainage Facilities authorized under the Drainage Permits and agrees to assist Grantee upon Grantee's reasonable request to obtain any regulatory approvals needed in connection with the Drainage Permits, including, without limitation, executing any such documents as may be required to complete or modify the Drainage Permits.

10. Grantor Cooperation. Grantor shall cooperate with Grantee as to any access, testing and/or sampling that may be required within or for the Grantor Property or Drainage Easement area arising out of or in connection requirements of the Miami Dade County Department of Environmental Resource Management and/or any other similar government agencies and shall cooperate, at no cost to Grantor, with any reasonable requirements and remediation activities required within the Grantor Property or Drainage Easement area, including, without limitation, execution of documents that may be required in connection with these requirements or remediation.

11. Amendments. This Agreement may be amended only by instrument in writing executed, acknowledged and delivered by Grantee and Grantor.

12. Easements Run With the Land. The easements set forth in this Agreement shall be a burden upon the Grantor Property, as set forth herein and shall run with the land. The duration of the easements shall be as set forth in this Agreement.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Grantor and Grantee.

14. Costs and Attorneys' Fees. If either party shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses incurred in connection with such action, at trial and on appeal, and such attorneys' fees, costs and expenses shall be deemed to have accrued on the commencement of such action.

15. Notices. Notices shall be either (i) personally delivered (including delivery by Federal Express or other courier service) to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices; or (ii) sent by certified or registered mail, return receipt requested, in which case they shall be deemed delivered on the date that is three (3) business days after the date shown on the receipt, unless delivery is refused or delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail or (iii) by confirmed email, in which case they shall be deemed delivered on the date sent:

Grantee: CASTLE OPA, LLC, a Florida limited liability company
11900 Biscayne Boulevard
Suite 262
Miami, Florida 33181

With a copy to: Saul Ewing Arnstein & Lehr, LLP
701 Brickell Avenue
17th Floor
Miami, FL 33131
Attn: Miguel Diaz de la Portilla, Esq.
Email: Md.portilla@saul.com

Grantor: City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, FL 33054

With a copy to: City Attorney
City of Opa-Locka
780 Fisherman Street
Opa-Locka, FL 33054

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Signatures hereon sent by facsimile may be treated as original signatures.

18. **WAIVER OF TRIAL BY JURY**. THE PARTIES HERETO, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS AGREEMENT WITH RESPECT TO THIS AGREEMENT, THE GRANTOR PROPERTY OR THE GRANTEE PROPERTY, OR ANY OTHER MATTER RELATED TO THIS AGREEMENT, THE GRANTOR PROPERTY OR THE GRANTEE PROPERTY.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTOR:

THE CITY OF OPA-LOCKA, FLORIDA, a
Florida municipal corporation

By: _____

Its: _____

Dated: _____

Witness Name

Witness Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 2020, by _____ as _____ of **THE CITY OF OPA-LOCKA**, on behalf of said Florida municipal corporation, who is ____ personally known to me or produced _____ as identification.

(SEAL)

Notary Public, State of Florida

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

GRANTEE:

CASTLE OPA, LLC, a Florida limited liability company

By: _____
Elliot Stone, as Manager

Dated: _____

Witness Name

Witness Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2020, by Elliott Stone, as Manager of **CASTLE OPA, LLC**, a Florida limited liability company, who is _____ personally known to me or produced _____ as identification.

(SEAL)

Notary Public, State of Florida

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND SKETCH OF GRANTOR PROPERTY

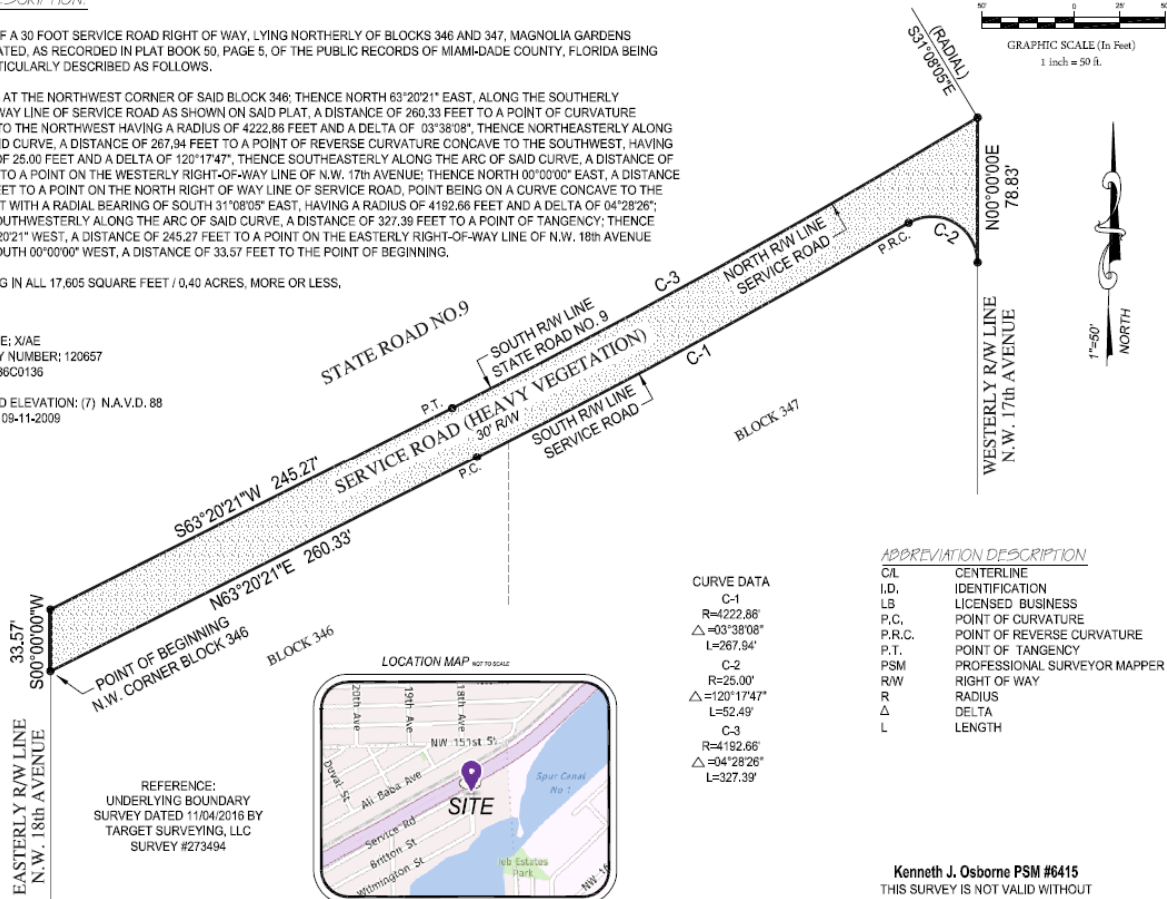
LEGAL DESCRIPTION:

PORTION OF A 30 FOOT SERVICE ROAD RIGHT OF WAY, LYING NORTHERLY OF BLOCKS 346 AND 347, MAGNOLIA GARDENS CONSOLIDATED, AS RECORDED IN PLAT BOOK 50, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 346; THENCE NORTH 63°20'21" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SERVICE ROAD AS SHOWN ON SAID PLAT, A DISTANCE OF 260.33 FEET TO A POINT OF CURVATURE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4222.86 FEET AND A DELTA OF 03°38'08"; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE, A DISTANCE OF 267.94 FEET TO A POINT OF REVERSE CURVATURE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET AND A DELTA OF 120°17'47"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 52.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF N.W. 17th AVENUE; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 78.83 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SERVICE ROAD, POINT BEING ON A CURVE CONCAVE TO THE NORTHEAST WITH A RADIAL BEARING OF SOUTH 31°08'05" EAST, HAVING A RADIUS OF 4192.66 FEET AND A DELTA OF 04°28'26"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 327.39 FEET TO A POINT OF TANGENCY; THENCE SOUTH 63°20'21" WEST, A DISTANCE OF 245.27 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF N.W. 18th AVENUE; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 33.57 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 17,605 SQUARE FEET / 0.40 ACRES, MORE OR LESS,

FLOOD ZONE: X/AE
COMMUNITY NUMBER: 120657
PANEL: 12086C0136
SUFFIX: L
BASE FLOOD ELEVATION: (7) N.A.V.D. 88
FIRM DATE: 09-11-2009



GRAPHIC SCALE (In Feet)
1 inch = 50 ft.



SPECIFIC PURPOSE SURVEY
PORTION OF SERVICE ROAD
OF PALOOKA, FL 33004
PREPARED FOR
CASTLE OF PA LLC

Drawn
C-18586
Date
01-16-2020
Scale
1" = 50'
1 of 1

6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
www.compassurveying.net
COMPASS SURVEYING
LB 7463 PHONE: 561.640.4800 FAX: 561.640.0576

Kenneth J. Osborne PSM #6415
THIS SURVEY IS NOT VALID WITHOUT
THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

All that part of Blocks 346 and 347 of MAGNOLIA GARDENS CONSOLIDATED, according to the Plat thereof, as recorded in Plat Book 50, at Page 5, of the Public Records of Miami-Dade County, Florida, described as follows:

Begin at the Northwest corner of said Block 346; thence run South 0°00'00" East, along the East line of N.W. 18th Avenue and its extension a distance of 559.46 feet to a point on the South line of said Block 346; thence run Southeasterly along the said South line of Block 346 for a distance of 156.54 feet (152.25 by Deed recorded in Official Records Book 7661, at Page 556) to a point of intersection with a line that is 100 feet South of and parallel to the South line of Wilmington Street as shown on said Plat; thence run Northeasterly along the last described line for a distance of 395.27 feet (399.88 by Deed recorded in Official Records Book 7661, at Page 556) to a point on the East line of said Block 347; thence run North a distance of 640.43 feet to a point of curve with a radius of 25 feet; thence run along said curve to the left an arc distance of 52.49 feet; from said point run Southwesterly along the South line of Service Street to the Point of Beginning. Said property lying and being in the City of Opa-Locka, Miami-Dade County, Florida.

Parcel Identification Number: 08-2122-005-2170

LEGAL DESCRIPTION:

PORTION OF A 30 FOOT SERVICE ROAD RIGHT OF WAY, LYING NORTHERLY OF BLOCKS 346 AND 347, MAGNOLIA GARDENS CONSOLIDATED, AS RECORDED IN PLAT BOOK 50, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

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CONTAINING IN ALL 17,605 SQUARE FEET / 0.40 ACRES, MORE OR LESS.

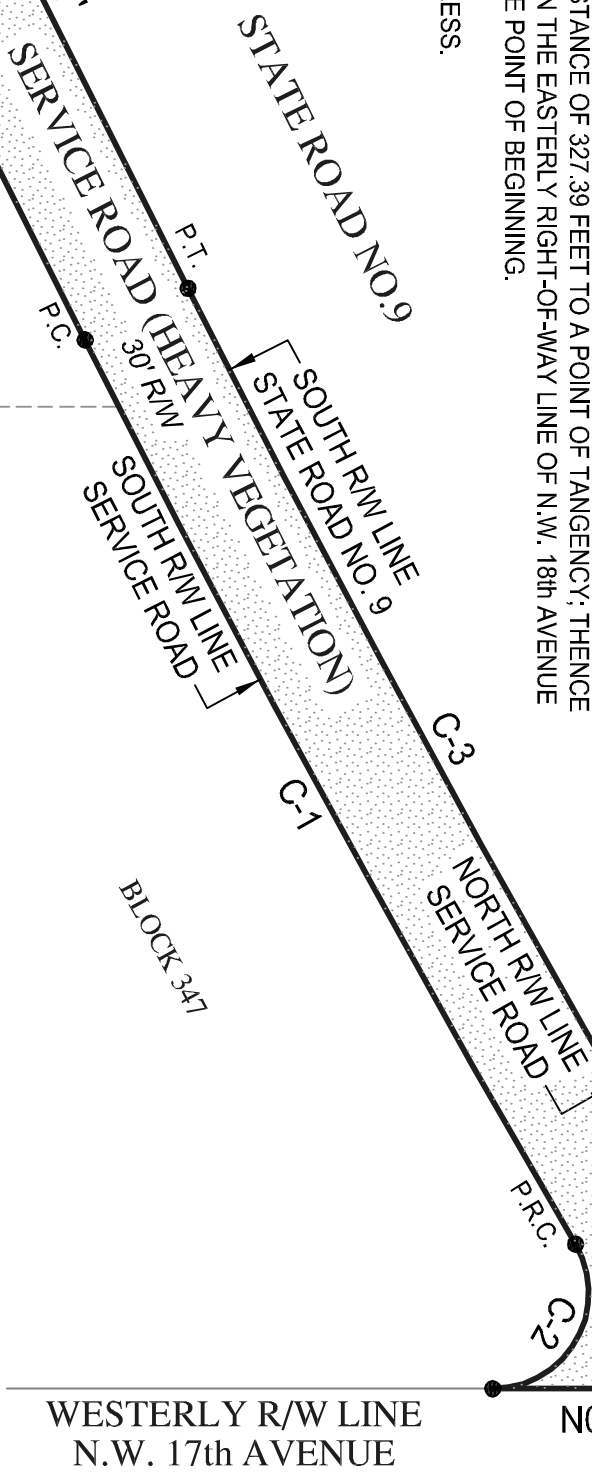
FLOOD ZONE: X/AE
COMMUNITY NUMBER: 120657
PANEL: 12086C0136
SUFFIX: L
BASE FLOOD ELEVATION: (7) N.A.V.D. 88
FIRM DATE: 09-11-2009

EASTERLY R/W LINE
N.W. 18th AVENUE

REFERENCE:
UNDERLYING BOUNDARY
SURVEY DATED 11/04/2016 BY
TARGET SURVEYING, LLC
SURVEY #273494



LOCATION MAP
NOT TO SCALE



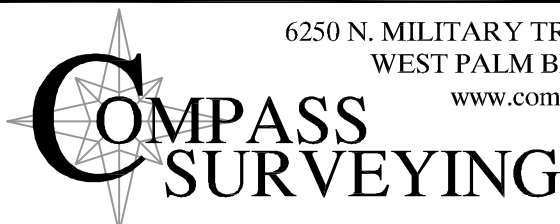
CURVE DATA

C-1
R=4222.86'
Δ=03°38'08"
L=267.94'
C-2
R=25.00'
Δ=120°17'47"
L=52.49'
C-3
R=4192.66'
Δ=04°28'26"
L=327.39'

ABBREVIATION DESCRIPTION

C/L	CENTERLINE
I.D.	IDENTIFICATION
LB	LICENSED BUSINESS
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.T.	POINT OF TANGENCY
PSM	PROFESSIONAL SURVEYOR MAPPER
R/W	RIGHT OF WAY
R	RADIUS
Δ	DELTA
L	LENGTH

Kenneth J. Osborne PSM #6415
THIS SURVEY IS NOT VALID WITHOUT
THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER



6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
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Project C-18586	Sheet 1 OF 1
Date 01-18-2020	Scale 1" = 50'

SPECIFIC PURPOSE SURVEY
PORTION OF SERVICE ROAD
OPALOCKA, FL 33054
PREPARED FOR
CASTLE OPA, LLC

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 AMENDEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2019-2020 fiscal year General, Proprietary and Special Revenue Funds budgets by passage of Ordinances 19-12 and 19-13; 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, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; 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 ORDAINED 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, 2019, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2019, 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, in the appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

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.

SECTION 5. 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 _____ day of May, 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)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:			
City Manager:	John Pate		CM Signature:			
Commission Meeting Date:	May 27, 2020		Item Type:	Resolution	Ordinance	Other
			<i>(Enter X in box)</i>		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	No	Yes No
				X		X
Funding Source: <i>Account# :</i> General Fund	<i>(Enter Fund & Dept)</i> See Attachments		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
				X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Improves focus toward meeting current requirements		
Sponsor Name	City Manager		Department: City Manager's Office	City Manager		

Short Title:

Budget Amendment #2 – FY 20

Staff Summary:

There is one proposed amendment in this package which increases expenditures over the current amended budget and this is accompanied with increased revenue to cover the additional expenditure.

1 – Improvement of 2105 Ali Baba building funded by a CDBG grant.

There are three other proposed amendments with increased revenue which is utilized in different ways,

4 – Red light camera revenue was increased with the increase offset by increased distribution of this revenue to other recipients.

5 – A small increase in the receipt of County Court fees was recognized and used to offset an anticipated increase in legal advertising requirements.

#24 – The Burlington Canal project was moved from the Water-Sewer Fund to the Stormwater Fund since it is a stormwater project. This is primarily funded by a grant.

The remaining 37 proposed amendments reflect increased expenditures offset by reductions in other expenditures with no impact on total expense. Some of the more material proposed amendments are as follow:

- #13 – The Police Criminal Investigation Division compensation was significantly under-budgeted for the number and seniority of the personnel assigned to this division by \$176,000. This additional expense was offset by savings in compensation in other divisions.
- #16 – Police Patrol Overtime Pay was increased by \$75,000 to cover the possibility of continuing COVID-19 duties at the current level through the end of the fiscal year. All Police overtime incurred in support of COVID-19 duties will be submitted to FEMA with a potential recovery rate ranging from 75% to 87.5% with the latter 12.5% dependent on the role the State is to play in the reimbursement process.
- #17 – Reflects additional roadway milling and resurfacing to be accomplished with the additional funding previously released by the County Citizens Independent Transportation Trust (CITT) program.
- #19 – Expenditure of funds for an evaluation of the current status of the historic City Hall as the first step in a major FY 21 restoration project.
- #21 – Additional restoration of City’s fire hydrants to ensure unrestricted availability in the event of being needed.
- #23 – Relining of sewer mains of final wastewater collection basin to further limit inflow and infiltration to reduce the cost of wastewater processing and to satisfy all requirements to remove DERM commerce restrictions.
- #29 – initiation of two CRA projects to develop a downtown master plan and provide incentives for local merchants to implement façade improvements to their properties.
- #33 – Payment of unpaid Hurricane Irma bills.
- #35 – Payment of prior year Parks & Recreation security bills.
- #40 – City reached settlement with former City Attorney in regard to services and severance pay of \$246,057.
- #41 – During the period FY 13 – FY 15 the Water-Sewer Fund provided \$344,972 to the CRA Fund to fund operations since no TIF revenue had been earned. These funds are now being returned to the Water-Sewer Fund.

The remainder of the proposed amendments are smaller or administrative in nature. Brief explanations of the nature of each proposed amendment is reflected in the attachment. The outlook for year remains positive with all funds currently forecasted to achieve surpluses.

.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 #2

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>BUDGET</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	19,117,946	734,292	766,719	1,643,987	668,518	3,495,364	-	2,404,911	674,856	29,506,593
Fund Balance	-	78,055	536,631	-	-	-	-	-	-	614,686
Total Funding	19,117,946	812,347	1,303,350	1,643,987	668,518	3,495,364	-	2,404,911	674,856	30,121,279
Expenditure	19,117,946	812,347	1,303,350	1,643,987	668,518	3,495,364	-	2,404,911	674,856	30,121,279
<u>Amendment</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	214,383	-	464,750	-	-	-	-	-	20,500	699,633
Fund Balance	-	-	-	-	-	-	10,000	-	-	10,000
Total Funding	214,383	-	464,750	-	-	-	10,000	-	20,500	709,633
Expenditure	214,383	-	464,750	-	-	-	10,000	-	20,500	709,633
<u>Amended Budget</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	19,332,329	734,292	1,231,469	1,643,987	668,518	3,495,364	-	2,404,911	695,356	30,206,226
Fund Balance	-	78,055	536,631	-	-	-	10,000	-	-	624,686
Total Funding	19,332,329	812,347	1,768,100	1,643,987	668,518	3,495,364	10,000	2,404,911	695,356	30,830,912
Expenditure	19,332,329	812,347	1,768,100	1,643,987	668,518	3,495,364	10,000	2,404,911	695,356	30,830,912

FY 20 Budget Amendment #2

Enterprise Funds			
	Water Sewer Fund	Storm Water Fund	Total Ent Funds
<u>BUDGET</u>			
<u>Funding</u>			
Revenue/Loans/Trans In	17,005,412	1,112,936	18,118,348
Fund Balance	-	-	-
Total Funding	17,005,412	1,112,936	18,118,348
Expenditure	17,005,412	1,112,936	18,118,348
<u>Amendment</u>			
<u>Funding</u>			
Revenue/Loans/Trans In	344,972	353,376	698,348
Fund Balance	-	-	-
Total Funding	344,972	353,376	698,348
Expenditure	344,972	353,376	698,348
<u>Amended Budget</u>			
<u>Funding</u>			
Revenue/Loans/Trans In	17,350,384	1,466,312	18,816,696
Fund Balance	-	-	-
Total Funding	17,350,384	1,466,312	18,816,696
Expenditure	17,350,384	1,466,312	18,816,696

FY 20 Budget Amendment #2

General Fund

Funding

Revenue/Loans/Trans In
Fund Balance
Total Funding

Budget	Amendment #2	Revised Budget
19,117,946	214,383	19,332,329
-	-	-
19,117,946	214,383	19,332,329
<u>Expenditure</u>		
Commission	-	212,652
CM - Executive	-	829,986
CM - General Government	468,940	3,240,960
CM - Reserve	-	1,100,000
CM - Emergency	(266,557)	(216,557)
CM - Interfund	-	300,000
Clerk	12,000	460,654
Attorney	-	673,983
Finance	(144,000)	744,838
Human Resources	-	303,525
Planning & Community Dev	-	421,762
Building & Licenses	-	520,644
Parks & Recreation	-	999,512
Police	144,000	6,125,227
Code Enforcement	-	473,226
Public Works - Admin	-	299,179
Public Works - Bldg Maintenance	-	701,973
Public Works - Streets	-	1,304,762
Public Works - Trash	-	110,000
Public Works - Vehicle Maintenance	-	726,003
Total Expenditure	214,383	19,332,329

FY 20 Budget Amendment #2

#	<u>Requested Amendment</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
1	<u>Safe Neighborhood CIP - 2105 Ali Baba Renovation</u>						
	Rev	320-331696	Grant-CDBG AL	-	464,750	464,750	Renovation of 2105 Ali Baba, funded by a grant. Omitted from original budget
	Exp	44-541818	2105 Ali Baba Improvements	-	464,750	464,750	
2	<u>Commission - Travel</u>						
	Exp	10-511400	Travel	-	3,500	3,500	To cover possible travel requirements for trips to Tallahassee
	Exp	10-511341	Recruiting	30,000	(3,500)	26,500	
3	<u>City Manager - Office Supplies</u>						
	Exp	12-512510	Office Supplies	3,500	1,500	5,000	Higher level of activity has generated need for slight increase in Office Supplies
	Exp	12-512420	Postage & Freight	1,500	(1,000)	500	
	Exp	12-512528	Software Licensing	500	(500)	-	
4	<u>Red Light Camera State & Court Revenue Share</u>						
	Rev	001-354140	Red Light Camera Revenue	1,869,900	202,383	2,072,283	An in-depth study of payment content and cost structure from the red light camera service provider and from analysis of revenue received from the County Court for locally adjudicated violations has provided a much better understanding of revenue and expense relationships.
	Exp	19-519994	State & Court Rev Share	580,000	541,483	1,121,483	
	Exp	19-512497	Red Light Camera Svc Fees	725,500	(339,100)	386,400	
5	<u>Clerk - Legal Advertising</u>						
	Exp	16-512490	Legal Advertising	33,000	12,000	45,000	Amended Legal Advertising budget will be 14% greater than FY 19 - Higher rates. County Court Fines revenue was under budget and after five months, exceeds annual budget
	Rev	001-351100	County Court Fines	100,000	12,000	112,000	
6	<u>Clerk - Computers</u>						
	Exp	16-512646	Computer Equipment	1,000	1,000	2,000	Purchase of an additional computer.
	Exp	16-581920	City Clerk Reserve	3,000	(1,000)	2,000	

FY 20 Budget Amendment #2

#	Requested Amendment			Budget	Adj	Revised	Comments
7	<u>Attorney - Reclassification Of Expense</u>						
	Exp	28-514312	Other Professional Services	-	200,000	200,000	This is additional legal services and should have been budgeted as Other Professional Services rather than Contingency in the original budget since it is incurred every year. Only a portion is being reclassified since some expense has already been charged to Contingency.
	Exp	28-514390	Contingency	450,000	(200,000)	250,000	
8	<u>Not Used</u>						
9	<u>Building & Licenses - Professional Services</u>						
	Exp	30-524312	Other Professional Services	-	19,500	19,500	Includes: State & County Fees charged with permits (\$10,000), external engineering plan review - complex projects (\$2,000) and County Unsafe Structure Board fees (\$7,500)
	Exp	30-581920	Bldg & Licenses Reserve	30,500	(19,500)	11,000	
10	<u>HR - Other Contracted Services</u>						
	Exp	13-513440	Rentals & Leases	10,500	3,000	13,500	Under budgeted for copier and timeclock rental fees
	Exp	13-513120	Salaries - Regular	76,958	(3,000)	73,958	
11	<u>Police - Chief - Memberships</u>						
	Exp	26-521540	Memberships	-	720	720	Memberships include: FBI National Academy (\$120), National Organization of Black Law Enforcement (\$150), International Association of Police Chiefs (\$150) and Miami-Dade Chiefs Association (\$300). Offset taken from Police Admin division Rentals.
	Exp	36-521440	Rentals (Police Admin)	16,000	(720)	15,280	
12	<u>Police - Admin - Professional Services</u>						
	Exp	36-521312	Other Professional Services	-	1,600	1,600	Psychiatric (\$1,000) and polygraph (\$600) services associated with hiring process
	Exp	36-521521	Clothing & Uniform	5,000	(1,600)	3,400	

FY 20 Budget Amendment #2

#	<u>Requested Amendment</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
13	<u>Police - Criminal Investigation Division - Compensation</u>						
	Exp	20-521120	Salaries Regular	246,483	120,000	366,483	The Criminal Investigation Division budget was unrealistically low for a division of six mid-range to senior Police Officers. Compensation adjustment increase in this department offset by compensation savings in Finance (Division 17) due to being unable to fill senior positions and to savings in the Police Patrol Division (Division 22) due to filling open positions more slowly than anticipated. Overall, the City is forecasted to save at least \$750,000 in compensation this year in comparison to the current amended budget
	Exp	20-521150	Longevity	-	4,000	4,000	
	Exp	20-521210	FICA	18,856	11,000	29,856	
	Exp	20-521220	Retirement	55,702	35,000	90,702	
	Exp	20-521230	Life And Health Insurance	36,675	6,000	42,675	
	Exp	17-513110	Salaries - Executive	112,500	(90,000)	22,500	
	Exp	17-513120	Salaries - Regular	314,101	(25,000)	289,101	
	Exp	17-513210	FICA	32,635	(8,000)	24,635	
	Exp	17-513220	Retirement	36,133	(9,000)	27,133	
	Exp	17-513230	Life And Health Insurance	44,302	(12,000)	32,302	
	Exp	22-521230	Life And Health Insurance	278,518	(32,000)	246,518	
14	<u>Police - Patrol - Operating Expense - Radio Repair</u>						
	Exp	22-521520	Operating Expense	-	6,500	6,500	Reclassification of repair of radios. Incorrectly budgeted as capital expenditure
	Exp	22-521644	Public Safety Equipment	10,000	(6,500)	3,500	
15	<u>Police - Patrol - Operating Expense - Consumables</u>						
	Exp	22-521520	Operating Expense	6,500	10,600	17,100	Consumables (bullets, Taser cartridges, etc.) incorrectly budgeted as capital expenditure. Lease of ten police vehicles deferred to next fiscal year due to COVID-19 impact on vehicle production.
	Exp	22-521648	Auto Lease/Purchase	32,500	(10,600)	21,900	
16	<u>Police - Patrol - Overtime & Longevity Pay</u>						
	Exp	22-521140	Salaries - Overtime	75,000	75,000	150,000	Police overtime up significantly due to additional COVID-19 requirements. Will be submitted to FEMA for potential reimbursement. Longevity bonus covered by PBA contract not budgeted. Encumbrance reserve was established for unbudgeted FY 19 purchase orders that remained open past the end of FY 19. Not required this year.
	Exp	22-521150	Longevity	-	25,000	25,000	
	Exp	19-519992	Encumbrance Reserve	150,000	(100,000)	50,000	

FY 20 Budget Amendment #2

#	<u>Requested Amendment</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
17	<u>People's Transportation Program - Road Remilling & Sidewalks</u>						
	Exp	47-541340	Other Contracted Services	901,000	537,140	1,438,140	Increase in roadway to be milled (\$199,000) and increasing the sidewalk replacement from 2.0 miles to 2.6 miles (total \$338,140 for 2.6 miles) Previously was going to be funded through Safe Neighborhood Fund. Funding offset from available Working Capital Reserve.
	Exp	47-541992	Working Capital Reserve	542,987	(537,140)	5,847	
18	<u>Special Law Enforcement Fund</u>						
	Bal	165-270000	Fund Balance	-	10,000	10,000	Fund has in excess of \$100,000 in fund balance from prior year proceeds received from prosecution of criminal activity which can only be spent for specialized police activities, including training. \$10,000 of available fund balance to be used for that purpose
	Exp	65-521541	Educational Costs	-	10,000	10,000	
19	<u>Safe Neighborhood CIP - Historic City Hall</u>						
	Exp	44-541823	Historic City Hall	1,000	99,000	100,000	Historic City Hall budget of \$1,000 increased to \$100,000 to permit reevaluation of building condition. Resurfacing Improvement reduced by transfer of a portion of this activity to the People's Transportation Plan fund with dedicated revenue for roadway improvement.
	Exp	44-541992	Working Capital Reserve	624,516	(99,000)	525,516	
20	<u>Safe Neighborhood CIP - Ingram Park - Renovation</u>						
	Exp	44-541811	Ingram Park	390,000	20,000	410,000	Project expanded to included restroom restoration at the park
	Exp	44-541992	Working Capital Reserve *	525,516	(20,000)	505,516	
	* Reduced from original budget due to Amendment #19						
21	<u>Water Distribution - Fire Hydrant Maintenance</u>						
	Exp	64-5336309	Fire Hydrants	93,122	156,878	250,000	Funding available to accelerate program of renovating City fire hydrants to ensure reliability. Purchase of water savings available due to County rebate adjusting for prior year costs
	Exp	64-533433	Purchase Of Water	1,657,138	(156,878)	1,500,260	

FY 20 Budget Amendment #2

#	<u>Requested Amendment</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
22	<u>Wastewater Collection - Wastewater Processing</u>						
	Exp	35-535432	Sewage Disposal	2,205,000	90,000	2,295,000	Wastewater processed up 8% over prior year. (Three collection basins being relined in FY 20 to mitigate.) Offset from Other Contracted Services which was over budgeted.
	Exp	35-535340	Other Contracted Services	400,000	(90,000)	310,000	
23	<u>Wastewater Collection - Pump Station #4 Collection Basin Relining</u>						
	Exp	75-5356314	SRF Projects - Wastewater	548,970	600,000	1,148,970	Funding required to reline the sewer mains in the Pump Stations # 4 collection basin. Zone 6 project deferred for this year.
	Exp	75-5356318	Zone 6	1,727,669	(600,000)	1,127,669	
24	<u>Stormwater - Burlington Canal</u>						
	Rev	450-334700	State Grants (LP13035)	-	353,376	353,376	This is a stormwater project originally budgeted in the Water-Sewer Fund. Transferred to Stormwater Fund.
	Exp	43-5356327	Burlington Canal	-	447,526	447,526	
	Exp	43-538992	Working Capital Reserve	425,310	(94,150)	331,160	
25	<u>PW Admin - Laundry Contract Fees</u>						
	Exp	32-541340	Other Contracted Services	-	300	300	Fees associated with new department uniform laundry contract
	Exp	32-581920	PW Admin Reserve	20,000	(300)	19,700	
26	<u>PW Vehicle Maintenance - Vehicle Repairs</u>						
	Exp	49-541340	Other Contracted Services	45,000	25,000	70,000	Maintenance Division down one employee with increased outsourcing of vehicle repairs. Year-to-date activity indicates need for increased budget. Offset saving from reduced gasoline prices and reduced driving
	Exp	49-541450	Gas, Oil, Grease	336,000	(25,000)	311,000	
27	<u>Risk Management - Workers Compensation</u>						
	Exp	84-513240	Worker's Compensation	22,000	13,000	35,000	Increase in claims from prior worker out on lifetime disability when City was self-insured.
	Exp	84-513452	General Liability - Deductible	150,000	(13,000)	137,000	

FY 20 Budget Amendment #2

#	<u>Requested Amendment</u>			<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
28	<u>IT Expense - Telephone Expense</u>						
	Exp	85-512411	Telephone	106,500	18,000	124,500	Transition costs in moving to new improved phone service at lower FY 21 costs than current service.
	Exp	85-512413	Internet	38,400	(18,000)	20,400	
29	<u>CRA - Downtown Master Plan & Facades Projects</u>						
	Exp	77-515312	Other Professional Services	5,000	170,000	175,000	Unbudgeted CRA FY 20 projects of \$175,000 for a downtown master plan and \$200,000 for a plan to promote façade improvements.
	Exp	77-515480	Promotional Activities (Facades	-	200,000	200,000	
	Exp	77-581950	CRA Reserve	730,289	(370,000)	360,289	
30	<u>Water-Sewer Finance - Other Contracted Services</u>						
	Exp	61-513340	Other Contracted Services	300,000	180,000	480,000	County Billing Services not budgeted. Offset from legal services due slow movement of litigation process and no major settlements anticipated for this year.
	Exp	61-514380	Legal Settlements	550,000	(180,000)	370,000	
31	<u>Water-Sewer Finance - Other Contracted Services</u>						
	Exp	61-513343	Utility Excise Tax	-	15,000	15,000	Utility excise tax unbudgeted.
	Exp	61-514380	Legal Settlements*	370,000	(15,000)	355,000	
	* Reduced from original budget due to Amendment #30						
32	<u>Stormwater - Small Projects</u>						
	Exp	43-5386317	Sharazad Project	-	13,420	13,420	Small additional projects not recognized at time of original budget.
	Exp	43-5386318	Ali Baba Project	-	13,870	13,870	
	Exp	43-538992	Working Capital Reserve *	331,160	(27,290)	303,870	
	* Reduced from original budget due to Amendment #24						
33	<u>PW - Roads & Street - Hurricane Irma Debris Removal</u>						
	Exp	41-541340	Other Contracted Services	242,680	55,800	298,480	Unpaid Hurricane Irma debris removal bills
	Exp	41-581920	PW Streets Reserve	108,056	(55,800)	52,256	
34	<u>Commission - Furniture</u>						
	Exp	10-511642	Office Furniture & Equipment	-	1,631	1,631	Prior year purchase with late billing.
	Exp	10-511646	Computer	3,000	(1,631)	1,369	

FY 20 Budget Amendment #2

#	Requested Amendment		Budget	Adj	Revised	Comments
35	<u>Parks & Recreation - Prior Year Security Services</u>					
	Exp	72-572340 Other Contracted Services	8,325	52,000	60,325	\$58,711 of unpaid prior year security services for Sherbondy Park & Helen Miller Center.
	Exp	72-581920 Parks & Recreation Reserve	269,144	(52,000)	217,144	
36	<u>Town Center - Building Repairs</u>					
	Exp	62-519461 Repair & Maintenance - Buildin	50,000	17,000	67,000	Additional maintenance for AC repairs and also to correct water damage in IT spaces after repair of roof leak.
	Exp	62-519340 Other Contracted Services	280,000	(17,000)	263,000	
37	<u>Stormwater - Other Contracted Services - County Billing Services</u>					
	Exp	43-538340 Other Contracted Services	223,625	14,000	237,625	County fees for billing stormwater fees on the water bill.
	Exp	43-538992 Working Capital Reserve *	303,870	(14,000)	289,870	
	* Reduced from original budget due to Amendment #24 & #32					
38	<u>Stormwater - Vehicle Lease / Purchase</u>					
	Exp	43-538648 Vehicle Lease/Purchase	-	68,938	68,938	City has acquired a vacuum truck on a lease to purchase contract. Transaction incorrectly budgeted as a rental.
	Exp	43-538440 Rentals And Leases	73,297	(68,938)	4,359	
39	<u>I.T. - Computer Equipment - COVID-19 Expenditures</u>					
	Exp	85-512646 Computer Equipment	101,400	20,500	121,900	City has purchased 15 laptops (\$10,0000) for essential employees who were required to work at home, and will purchase a personnel entrance temperature monitor system (\$10,500) due COVID-19 response. I.T. is an internal service fund funded by other divisions. Funding increase from the General Fund with an offsetting reduction to the General Fund Emergency Contingency. This will be submitted to FEMA for possible reimbursement
	Rev	119-383030 Info Tech Transfer-In	657,207	20,500	677,707	
	Exp	19-519441 Info Tech Transfer-Out	59,735	20,500	80,235	
	Exp	25-525390 Emergency Contingency	50,000	(20,500)	29,500	

FY 20 Budget Amendment #2

#	<u>Requested Amendment</u>		<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	<u>Comments</u>
40	<u>General Government - Settlement</u>					
	Exp	19-519312 Other Professional Services	45,000	246,057	291,057	City has reached a settlement with the prior City Attorney in regard to disputed fees related to services, severance pay and statutory interest. Contract was terminated as of May, 2019. Reserve utilized to offset.
	Exp	81-581920 General Fund Reserve	500,000	(246,057)	253,943	
41	<u>CRA - Return Of Water-Sewer Funds</u>					
	Exp	77-581950 CRA Reserve *	360,289	(344,972)	15,317	In FY 13 through FY 15, City transferred \$344,972 into the CRA Fund from the Water-Sewer Fund to fund CRA operations since no TIF revenue had yet been received. Water-Sewer Fund isn't responsible for funding CRA Fund and funds are being returned. CRA Reserve is reduced to fund transfer. Funds transferred into Water-Sewer Fund increases Water-Sewer CIP Reserves
	Tr-Out	77-515321 Trans Out To Water Sewer	-	344,972	344,972	
	* Reduced from original budget due to Amendment #29					
	Trf In	440-389xxx Transfer In From CRA	-	344,972	344,972	
	Exp	75-535992 Water-Sewer CIP Reserve	-	344,972	344,972	