

City of Opa-locka

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



SPECIAL COMMISSION MEETING Agenda

**Wednesday, November 17, 2021
5:30 PM**

City Commission

**Mayor Veronica J. Williams
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

Appointed Officials

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

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105:

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

Procedures for Public Participation

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 5:30 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

“The Great City”

SPECIAL COMMISSION MEETING

Wednesday, November 17, 2021

5:30 PM

AGENDA

- 1. CALL TO ORDER:**
- 2. ROLL CALL:**
- 3. INVOCATION:**
- 4. PLEDGE OF ALLEGIANCE:**
- 5. PUBLIC INPUT:**
(agenda items only)
- 6. RESOLUTIONS:**
 - a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING VERONICA J. WILLIAMS TO THE AUDIT COMMITTEE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
 - b) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL FROM 300 ENGINEERING GROUP P.A. FOR ENGINEERING AND DESIGN SERVICES FOR THE REPLACEMENT OF THE CULVERT LOCATED ALONG SESAME STREET, ON THE OPA-LOCKA CANAL AND ENTER INTO A CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
 - c) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FOR H&R PAVING, INC. FOR ADDITIONAL LABOR AND MATERIAL INCURRED DURING THE COMPLETION OF THE TEMPORARY ROADWAY REPAIRS ON CAIRO LANE WITHIN THE CITY, IN AN AMOUNT OF FORTY-NINE THOUSAND, FIVE HUNDRED NINETY-SEVEN DOLLARS AND TWENTY-FOUR CENTS (\$49,597.24); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***

- d) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 2 PLUS ARCHITECTS, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE ENGINEERING AND DESIGN OF 8-FOOT WROUGHT IRON FENCING AND ENTRY GATE SYSTEMS FOR INGRAM PARK, MAGNOLIA PARK, SEAGAL PARK, AND SHERBONDY PARK, WITHIN THE CITY, IN AN AMOUNT NOT EXCEED FORTY-THREE THOUSAND DOLLARS (\$43,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Manager*
- e) **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING JOHN H. TAYLOR JR. AS VICE MAYOR OF THE CITY OF OPA-LOCKA, FLORIDA, TO FILL THE VACANCY OF VICE MAYOR CREATED AS A RESULT OF MAYOR MATTHEW A. PIGATT'S RESIGNATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*
7. **SECOND READING ORDINANCE/PUBLIC HEARING:**
- a) **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE ANNUAL ADOPTED GENERAL, PROPRIETARY AND SPECIAL REVENUE FUNDS BUDGETS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on November 10, 2021).** *Sponsored by City Manager*
8. **DISCUSSION ITEMS:**
- a) **REQUEST FROM THE OFFICE OF THE CHIEF INSPECTOR GENERAL GOVERNOR'S DESIGNEE**
- b) **CITY COMMISSION VACANCY**
9. **ADJOURNMENT:**

RESOLUTIONS

RESOLUTION NO. 21-

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF OPA-LOCKA, FLORIDA, APPOINTING
VERONICA J. WILLIAMS TO THE AUDIT
COMMITTEE; PROVIDING FOR ADOPTION OF
REPRESENTATIONS; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, pursuant to 218.391(2)(b), Florida Statutes, “the auditor selection committee for a municipality, special district, district school board, charter school, or charter technical career center must consist of at least three members. One member of the auditor selection committee must be a member of the governing body of an entity specified in this paragraph, who shall serve as the chair of the committee”; and

WHEREAS, on November 10, 2021, former Mayor Matthew Pigatt effectively resigned from the Audit Committee; and

WHEREAS, the Audit Committee shall have at least three (3) voting members; and

WHEREAS, it is in the best interest of the City of Opa-Locka, FL to appoint Veronica J. Williams to the Audit Committee.

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

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Appointing Mayor Veronica J. Williams to the Audit Committee. The City Commission of the City of Opa-Locka, Florida hereby appoints the following member to the Audit Committee to replace former Mayor Pigatt:

(1) Mayor Veronica J. Williams (Chair of Audit Committee)

Section 3. Effective Date. This Resolution shall take effect immediately upon final passage.

PASSED AND ADOPTED this 17th day of November, 2021.

Veronica J. Williams, Mayor

Attest:

**Approved as to Form And
Legal Sufficiency:**

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Bass
Commissioner Davis
Mayor Williams

_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)
_____ (No)
_____ (No)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE FEE PROPOSAL FROM 300 ENGINEERING GROUP P.A. FOR ENGINEERING AND DESIGN SERVICES FOR THE REPLACEMENT OF THE CULVERT LOCATED ALONG SESAME STREET, ON THE OPA-LOCKA CANAL AND ENTER INTO A CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") has identified the need for the replacement of the culvert along Sesame Street within the City as a high priority project. The City has determined that the current condition of the culvert is impeding the completion of the milling and resurfacing work to be conducted by the City in an area likely to cause disruptions to traffic; and

WHEREAS, Sesame Street is currently closed between the intersections of Atlantic Avenue and 135th Street. As identified by the contractor conducting the milling and resurfacing work and based on preliminary site assessments, the culvert appears to have failed wing walls, loss of backfill material and failed top slab. These conditions require the complete replacement of the structure with a new permanent installation that will provide a prolonged useful life. Pursuant to the preliminary assessment, a budgetary estimation of the cost for the replacement of the culvert has been projected to be approximately Eight Hundred Thousand Dollars (\$800,000), including design fees and construction work; and

WHEREAS, the replacement of the culvert along Sesame Street is required in order to complete the Milling and Resurfacing Project that is currently ongoing in this identified area and further restore traffic to its normal conditions along Sesame Street; and

WHEREAS, 300 Engineering, PA Group is one of the engineering consulting firms selected in response to the RFQ 20- 0324200 and approved by the City Commission to be a part of the City's library of licensed Architects and Engineers to provide professional architectural and engineering services.; and

WHEREAS, City Commission desires to accept the Engineering Design Services proposal by 300 Engineering Group P.A. to replace the culvert along Sesame Street, in an amount not exceed One Hundred Ninety-Two Thousand, Nine Hundred Forty-Seven

Dollars (\$192,947.00); and

WHEREAS, the City further desires to enter into an agreement with 300 Engineering Group, P.A., attached hereto as Exhibit "A", pursuant to the proposal attached hereto as Exhibit "B", to replace the Culvert along Sesame Street, in an amount not exceed One Hundred Ninety-Two Thousand, Nine Hundred Forty-Seven Dollars (\$192,947.00); and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with 300 Engineering Group, P.A. for continuing professional architectural and engineering consulting services as set forth herein.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to accept the fee proposal of 300 Engineering, P.A. for engineering and design services for the replacement of the culvert located along Sesame Street, on the Opa-Locka Canal, attached hereto as Exhibit "A", and enter into a continuing professional architectural and engineering consulting services agreement with 300 Engineering Group, P.A., attached hereto as Exhibit "B".

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 following review by the City Attorney and without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 17th day of November 2021.

Veronica J. Williams, Mayor

Attest:

**Approved as to Form And
Legal Sufficiency:**

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor	_____ (Yes)	_____ (No)
Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Mayor Williams	_____ (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:	11/17/2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
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	No
					X		X
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		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:

ENGINEERING AND DESIGN SERVICES FOR REPLACING THE CULVERT OF SESAME STREET

Staff Summary:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to accept the fee proposal from 300 Engineering Group P.A. for Engineering and Design Services for the Replacement of the Culvert located along Sesame Street, on the Opa-locka Canal. This project is required in order to complete the Milling and Resurfacing Project that is currently ongoing in this area and to restore traffic to its normal conditions along Sesame Street.

The City has identified the replacement of this culvert as a high priority project, as its current condition is impeding the completion of the milling and resurfacing work conducted by the City in the area and is causing disruptions to traffic. Sesame Street is currently closed between the intersections with Atlantic Avenue and 135th Street. As identified by the contractor conducting the milling and resurfacing work and based on preliminary site assessments, the culvert seems to have

failed wing walls, loss of backfill material and failed top slab. These conditions require the complete replacement of the culvert structure with a new permanent installation that will provide a prolonged useful life. As per the preliminary assessment, a budgetary estimation (ballpark figure) of the cost for the replacement of the culvert has been projected to be approximately \$800,000, including design fees and construction work.

300 Engineering PA Group is one of the engineering consulting firms selected in response to the RFQ 20-0324200 and approved by the City Commission to be part of the City's library of licensed Architects and Engineers to provide professional architectural and engineering services.

The intent of this request is to accept the Engineering Design Services proposed by 300 Engineering Group P.A. to Replace the Culvert along Sesame Street for One Hundred Ninety-Two Thousand, Nine Hundred Forty-Seven Dollars (\$192,947.00)

Financial Impact

The new Infrastructure Investment and Jobs Act was signed into law on November 15th. This Act will fund roadway and bridge projects, among other categories of infrastructure investment. A Notice to Proceed on the design phase of restoration of the Sesame Bridge will not be issued until it is determined as to the start date after which expenditures are eligible for reimbursement under this program. Initially it is recommended that the design phase be funded by transferring \$192,947 from the \$500,000 budget for installation of new sidewalks in FY 22, and this will be reflected in the FY 22 Budget Amendment #1. If it is subsequently determined that the new Infrastructure Act will fund this project, a second budget amendment will be submitted indicating the project is to be funded by this Act, and the \$192,947 will be restored to the sidewalks program.

Proposed Action:

Staff recommends acceptance of the fee proposal received from 300 Engineering Group P.A. to provide the Engineering Design Services for the Replacement of the Culvert along Sesame Street to remedy the safety issue, to continue the Milling & Resurfacing Project on this area, and to restore the normal traffic condition along Sesame Street, with the Notice To Proceed to not be issued until it is determined as to the start date for eligible reimbursements under the Infrastructure Investment and Jobs Act.

Attachment:

1. Agenda
2. Proposal provided by 300 Engineering Group P.A. Group
3. Resolution 20-9767 Accepting BID proposals in response to RFQ 20-0324200
4. Contract Agreement between the City and 300 Engineering, Inc

City of Opa-Locka
RFQ 20-0324200
**Sesame Street Culvert Replacement– Engineering and
Design Services**
SCOPE OF WORK

November 9, 2021

Prepared for:

City of Opa-Locka Public Works Department

Attn: Airia Austin
Public Works and CIP Director
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054



Prepared by:

300 Engineering Group, P.A.
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134



Table of Contents

INTRODUCTION.....	2
DESCRIPTION OF SERVICES	3
100 Project Management.....	3
200 Site Investigation	4
300 30% Design Phase.....	5
400 90% Design Phase.....	6
500 100% Design and Bid Set Submittals	6
600 Permitting Support	6
700 Bid and Award Services	7
800 Limited Engineering Services during Construction and Inspection Services.....	8
SCHEDULE.....	8
INVOICING.....	8
COMPENSATION	8
ASSUMPTIONS	8

City of Opa-Locka

RFQ 20-0324200

Sesame Street Culvert Replacement – Engineering and Design Services

SCOPE OF WORK

INTRODUCTION

The City of Opa-Locka (City) owns, operates and maintains the municipal rights of way (ROW) within its City limits. Sesame Street is a two-lane street that runs north to south, from Burlington Street to NW 135th Street, this portion of ROW is located within the City's residential areas, north of the Opa-Locka Canal. Between the intersections with Atlantic Avenue and NW 135th Street, Sesame Street crosses the Opa-Locka canal with a culvert that consists of three 72-inch concrete pipes, a concrete collar and a top slab that supports the pavement. Sesame Street is used by Miami-Dade County Transportation and Public Works Department (DTPW) as part of its public transportation routes.

During a recent milling and resurfacing project that the City is conducting in the area, it was discovered by the City's contractor that the culvert was in poor conditions and would not withstand the milling and resurfacing work. Sesame street is currently closed to traffic at this location, and as indicated by the City it will remain closed until its replacement. The City then requested 300 Engineering Group, P.A. (300 Engineering) to conduct a brief assessment and provide a recommendation on the best way to proceed. As per the limited information available, the observations made during the site visit conducted on October 26th, 2021 and given 1) the condition of super structure (failed wing walls, failed top slab, loss of backfill material), 2) the unknown construction date & remaining useful service life of the existing culvert, and 3) the unknown conditions of the concrete culvert pipes, it was recommended to replace the structure with a new culvert that will be designed for current system demand and will provide a permanent installation with a safe and prolonged service life.

As part of this preliminary assessment, the City requested 300 Engineering to provide a budgetary estimation of the construction cost for the replacement of the culvert. Based on the limited information available, the replacement work of the culvert would involve the following: demolition of existing structure, excavation for new structures, sloped backfill for culvert installation, new corrugated metal culvert, embankment stabilization with riprap, new top slab, asphalt pavement restoration, pavement markings and new and guard rails. It was estimated that this construction work would cost approximately \$550,000, considering a 30% contingency. As indicted previously, this preliminary cost (ballpark figure) is for budgetary purposes only and is based on limited information and field observations. There are no available records of the culvert design, site survey, soil conditions, construction date or information regarding the conditions of the culvert pipes. If asbestos is found in the concrete structure, demolition costs will increase.

The City has selected 300 Engineering as a professional firm to provide engineering and design services for the replacement of the sesame street culvert.

DESCRIPTION OF SERVICES

300 Engineering is hereby presenting a scope of services to provide the City with “Sesame Street Culvert Replacement – Engineering and Design Services”. 300 Engineering intends to undertake this project on a Lump Sum fee basis.

This project has been divided into the following tasks:

Task	Description
100	Project Management
200	Site Investigation and H&H Study
300	30% Design Phase
400	90% Design Phase
500	100% Design and Bid Set Submittals
600	Permitting Support
700	Bid and Award Services
800	Limited Engineering Services during Construction and Inspection Services

100 Project Management

300 Engineering will provide project management services for the duration of the project. These services will include the following:

a. Kick-off and Monthly Coordination Meetings

- Prepare for and attend to the project kickoff meeting to be held at the City's offices or via teleconference with representatives from the City. The purpose of this meeting is to confirm project objectives, review project timeline, define roles & responsibilities, and discuss communication plan
- Prepare for and attend to monthly coordination meetings (during the design and permitting process) to be held at the City's offices or via teleconference with representatives from the City
- 300 Engineering will prepare an agenda and meeting minutes for the kick-off and monthly coordination meeting

b. Project Progress Reports

300 Engineering will prepare monthly progress reports that will be issued to the City along with the monthly invoices. Monthly progress reports will include: overall status of the project, work performed during the work period, estimated completion of tasks and major sub-tasks, and current challenges/issues.

Deliverables

The following deliverables will be submitted to the City as part of Task 100:

- Meeting agendas and minutes (One (1) kick-off meeting and Five (5) monthly coordination meetings)
- Monthly progress reports (Twelve (12) monthly progress reports)

200 Site Investigation and H&H Study

Site investigation activities will be conducted to depict the current site conditions and will also provide critical information to be used in the design process. Site investigation activities will include the following: Hydrological and Hydrographic Study (H&H), topographic survey, bathymetric survey, subsurface utility investigation and geotechnical exploration.

During site investigation activities, 300 Engineering will identify above ground utilities through coordination with Sunshine 811 for the extent of the project. Based on the information provided in this design ticket, 300 Engineering will request as-built data from underground utilities identified in the area, if needed. 300 Engineering will conduct one (1) site visit to the project site along with the topographic survey. As requested by the City, additional research might be required to obtain information regarding two (2) County owned force mains that are within the project area. A meeting with Miami-Dade County Water and Sewer Department (WASD) has been included in this scope of work to obtain information about these pipes.

210 Topographic Survey

300 Engineering shall contract the services of a licensed State of Florida Surveyor to conduct a topographic survey of the project site (Sesame Street, between Atlantic Avenue and NW 135th Street). The topographic survey will indicate elevations, easements, right of way limits, edges of pavement, visible utilities, and other surface features.

The topographic survey will include the location of the existing aboveground improvements and occupational evidence within the right of way, such as: valves, catch basins, grate inlets, fire hydrants, manholes. The survey will establish vertical control run level loop from official benchmarks and set project TBM's, to include take spot elevations at high and low points, take cross-sections at every 50 feet, as well as elevations on top of utilities and determine invert elevations for any existing drainage and gravity sewer system, determine pipe size, flow directions and materials to the extent possible. The survey will also include approximate height above grade for overhead cables and wires.

220 Subsurface Utility Exploration (SUE)

300 Engineering shall contract the services of a licensed State of Florida Surveyor to conduct SUE services, which include: ground penetration radar (GPR) along the ROW and soft digs at selected locations (up to six soft digs are included).

230 Bathymetric Survey

300 Engineering shall contract the services of a licensed State of Florida Surveyor to conduct a bathymetric survey of the waterway in the project area. The bathymetric survey will depict of bottom of the canal and its profile.

240 Geotechnical Investigation

300 Engineering shall contract the services of a Professional Geotechnical Engineer to perform Standard Penetration Test (SPT) borings at the project site in accordance with the American

Society of Testing Materials (ASTM) D-1586. A total of two (2) soil borings to a depth of 20 feet are estimated. Excavation clearances shall also be provided under this task. The geotechnical investigation will provide information on the quality of the soils in the project area for trenching and pipeline installation. In addition, material testing will be included for the culvert to determine if there is asbestos in the concrete structure.

250 H&H Study

300 Engineering shall conduct a desktop analysis for the H&H study, which will be based on information available from the City, Miami-Dade County, NOAA, and other sources. This study will be performed to determine the current service demand and peak flows for the canal. The information obtained by this desktop study will be used to define the geometry and capacity of the new culvert. 300 Engineering will not perform hydraulic modeling under this task.

Deliverables

The following deliverables will be submitted to the City as part of Task 200:

- Existing Utilities Log. One (1) electronic copy
- Topographic Survey. One (1) signed and sealed electronic copy
- Geotechnical Report. One (1) signed and sealed electronic copy
- H&H Study Report. One (1) electronic copy

300 30% Design Phase

300 Engineering will develop the 30% design submittal for the replacement of the culvert at Sesame Street. The replacement will be conducted using corrugated metal pipe and the design will follow Florida Department of Transportation (FDOT) standards. The 30% design phase will include the following activities:

- Identification and review of existing utilities in the area
- Proposed location of new culvert
- Preparation of 30% design drawings (civil and structural)
- Preparation of table of contents for the technical specifications

It is anticipated that the City will complete its review of the 30% Design within ten (10) working days of receipt of the 30% design submittal.

Deliverables

The following deliverables will be submitted to the City as part of Task 300:

- 30% Design Drawings including: location map, general notes, existing and proposed site plans (including utilities, easement, row limits, edge of pavement and limits of pavement restoration), structural demolition plan. One (1) electronic set of drawings (24x36-inch at 1:20 scale).
- List of technical specifications

400 90% Design Phase

Upon approval of the 30% Design submittal, 300 Engineering shall prepare 90% drawings and specifications for the project. The 90% drawings will include updated general, civil & structural, Maintenance of Traffic (MOT) and design details, such as: culvert and wing wall plan and elevations, culvert and wing wall sections and structural details. The drawings and specifications shall include the necessary information to accommodate the proposed improvements. Please refer to Appendix A for a preliminary list of drawings. The specifications will be prepared based on City's and/or Florida Department of Transportation (FDOT) standard specifications. 300 Engineering will prepare Calculations following AASHTO Bridge Design Specifications as modified by FDOT Structures Design Manual Requirements.

The 90% design submittal will be submitted to the City for review and comments. The City shall provide the comments to 300 Engineering in electronic format. It is anticipated that the City will complete its review of the 90% drawings and specifications within ten (10) working days of receipt of the submittal package.

Deliverables

The following deliverables will be submitted to the City as part of Task 400:

- 90% Submittal. One (1) electronic set of drawings (24x36-inch, scale 1:20) and one (1) electronic set of specifications

500 100% Design and Bid Set Submittals

Upon receipt of the comments from the City to the 90% design, 300 Engineering shall proceed with the preparation of the 100% design drawings. The 100% documents will be submitted to the City for final review and will be used to submit permit applications to the permitting agencies.

300 Engineering will prepare the Bid Set of construction documents to be utilized for bidding purposes after receipt of comments from the permitting agencies and comments from the City on the 100% design submittal.

300 Engineering will also prepare a Class 1 level estimate of probable construction as part of the bid set submittal.

It is anticipated that the City will complete its review of the 100% complete plans and specifications within ten (10) working days of receipt of the submittal package.

Deliverables

The following deliverables will be submitted to the City as part of Task 500:

- 100% Submittal (to be used for permitting). One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20)
- Bid Set Submittal (to be used for bidding purposes). One (1) electronic Signed and Sealed set of drawings (24x36-inch, scale 1:20) and one (1) set of specifications
- Class 1 Estimate of Probable Construction Cost. One (1) electronic copy

600 Permitting Support

300 Engineering will perform the following activities:

- Prepare one (1) permit application, per agency identified below
- Provide design data as required for permit approval from the various regulatory agencies

- Prepare signed and sealed contract documents for regulatory agency/City review, as described in task 500
- Respond to requests for information (RFIs) issued by the regulatory agencies within ten (10) working days of receipt of comments

Anticipated regulatory reviews are as follows:

Miami Dade County RER/DERM

It is anticipated that a Class I permit with RER/DERM Water Resources will be required for the installation of the new culvert

Miami Dade Transportation and Public Works Department

It is anticipated that a dry run review for the Miami-Dade Transportation and Public Works Department will be required for this project, as the Opa-Locka Canal is owned and maintained by the County.

300 Engineering will respond to RFIs issued by the regulatory agencies as required. It is anticipated that up to two (2) RFIs per agency will be responded to during the permitting process.

Permitting fees are not included in this proposal. The City shall be responsible for all permit fees.

Deliverables

The following deliverables will be submitted to the City as part of Task 600:

- One (1) permit application per agency (as outlined above)
- Responses to RFIs

700 Bid and Award Services

300 Engineering shall attend one (1) pre-bid conference for the project described herein. 300 Engineering shall prepare and distribute written meeting minutes to the bidders and attendees within three (3) calendar days after the pre-bid conferences.

300 Engineering shall receive, keep track, and provide timely responses to RFIs from contractors during the bid process. 300 Engineering shall prepare written addenda with RFIs and responses and the final version of each addenda shall be transmitted to the City's designee for review and issuance.

Within five (5) calendar days of receipt of bids, 300 Engineering shall evaluate the bids for completeness, responsiveness, and price, including alternative prices and unit prices, and shall make a recommendation to the City regarding award of the contract for the project.

Deliverables

The following deliverables will be submitted to the City as part of Task 700:

- Pre-bid conference meeting minutes. One (1) electronic copy emailed to all bidders and attendees
- Formal Recommendation to the City regarding award of contract. One (1) electronic copy emailed to the City designee

800 Limited Engineering Services during Construction and Inspection Services

300 Engineering shall provide the following engineering services during construction:

- Preparation of Responses to RFIs. The number of responses to RFIs from the contractor shall be limited to five (5) under this scope of work
- Review of shop drawings submittals. The number of shop drawings review from the contractor shall be limited to ten (10) under this scope of work
- Daily Construction Inspections during the duration of the construction phase. For the purpose of estimating the level of effort associated with this activity, three (3) months of construction have been budgeted.
- Review and approval of contractor as-builts drawings, including verification of regulatory compliance and project certification

300 Engineering will not provide construction management services under this scope of work. The City shall be responsible for the management of the Contractor.

Deliverables

The following deliverables will be submitted to the City as part of Task 800:

- RFI Response Memorandum. One (1) electronic copy emailed to the City designee per RFI
- Shop Drawing Submittal Review comments. One (1) electronic copy emailed to the City's designee per Shop Drawing review
- Daily Inspection Reports. One (1) electronic copy per report emailed to the City's designee
- As-built Review Memorandum. One (1) electronic copy emailed to the City's designee

SCHEDULE

The Project Schedule is approximately twelve (12) months from NTP.

INVOICING

Invoicing will be monthly as per the Contract between 300 Engineering and the City of Opa-Locka. Invoices shall be paid within thirty (30) days of invoice receipt.

COMPENSATION

The services described herein will be performed on a fixed lump sum fee basis, as per the Contract between 300 Engineering and the City of Opa-Locka, in the amount shown in Appendix B as CONTRACT GRAND TOTAL. Miles, reproduction, and other reimbursable expenses are to be paid as presented and approved.

ASSUMPTIONS

This Scope of Services is based on the following assumptions:

- All requested information will be made available to 300 Engineering by the City

- When available, the City will provide 300 Engineering with any requested AutoCAD information in electronic format
- The City's staff will be available to attend meetings and assist 300 Engineering with site visits
- The City will provide front-end documents. 300 Engineering will prepare the technical specifications based on the City's Specifications, and/or FDOT's standard specification
- The culvert replacement will be conducted using corrugated metal pipe and the design will follow Florida Department of Transportation (FDOT) standards
- 300 Engineering shall not be responsible for any delays in the project caused by response times from others, such as the City and/or utility owners
- Sesame street is currently closed to traffic at the project, and as indicated by the City it will remain closed until complete replacement
- Environmental assessment is not included in this scope of work. Based on limited research of County's records, the site is not listed under contaminated sites. However, 300 Engineering is not responsible for any unforeseen conditions that might occur during the design and/or construction
- Performance durations provided assume timely permit processing by Regulatory Agencies having jurisdiction over the project. Delays in obtaining permits beyond the control of 300 Engineering and our subconsultants may result in delays to the performance schedule for which 300 Engineering cannot be held liable
- For the purpose of estimating the level of effort associated with daily inspections and engineering services during construction, three (3) months of construction have been budgeted. If the construction duration exceeds three (3) months, 300 Engineering will seek additional funding for inspection and engineering services during construction. No overtime is estimated for daily inspection services
- Permitting fees are not included in this proposal. The City shall be responsible for all permit fees associated with this project
- Preliminary MOT is included in this project for permitting purposes and will be prepared based on FDOT standards. However, the Contractor shall develop final MOT plans
- 300 Engineering will not perform hydraulic modeling services under this scope of work
- No Public Outreach services are included as part of this scope of work
- Landscape design nor street lighting design are included in this scope of work
- 300 Engineering will not provide construction management services under this scope of work. The City shall be responsible for the management of the Contractor
- Utilities relocation is not included in the scope of service
- In consideration of this Project, unrestricted access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the City of Opa-Locka while performing consulting services, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the City of Opa-Locka. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of 300 Engineering, material that 300 Engineering developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record
- Non-Solicitation of Employees and Independent Contractors and Covenant Not to Hire. The City agrees that they will not, directly or indirectly, initiate efforts aimed at the hiring of 300 Engineering's employees or independent contractors or solicit, hire, employ, recruit, 300 Engineering's employees or independent contractors, without the prior written

approval of 300 Engineering's until after three (3) years from the effective date of this Agreement

APPENDIX A

Preliminary List of Drawings

- G1: Title Sheet, Location and List of Drawings
- G2: Abbreviation, Symbols, General Notes and Legend
- G3: Civil Notes
- G4: Key Plan
- C1: Existing and Proposed Site Plan
- C2: Pavement Restoration
- C3: Pavement Markings
- C4: MOT
- C5: MOT
- C6: Civil Details
- C7: Standard Details
- S1: Structural Notes
- S2: Culvert and Wing Wall Demolition Plan
- S3: Culvert and Wing Wall Plan
- S4: Culvert and Wing Wall Elevation
- S5: Culver Sections
- S6: Barrier Wall and Guardrail Details
- S7: Structural Details
- S8: Structural Details



"Sesame Street Culvert Replacement – Engineering and Design Services"
Fee Schedule

		Principal	Project Manager	QA/QC	Senior Engineer	Projec Engineer	Inspector	Total Hours	Labor	Subtotal
Rate, \$/Hr		\$215.00	\$190.00	\$160.00	\$160.00	\$140.00	\$90.00			
Subtask										
100	Project Management	2	22	0	0	0	0	24	\$4,610.00	\$4,610.00
200	Site Investigation and H&H Study	0	20	4	30	72	0	126	\$19,320.00	\$19,320.00
300	30% Design Phase	0	14	10	24	48	0	96	\$14,820.00	\$14,820.00
400	90% Design Phase	0	20	20	46	100	0	186	\$28,360.00	\$28,360.00
500	100% Design and Bid Set Submittal	2	34	18	40	87	0	181	\$28,350.00	\$28,350.00
600	Permitting Support	0	12	0	16	40	0	68	\$10,440.00	\$10,440.00
700	Bid and Award Services	2	8	0	8	4	0	22	\$3,790.00	\$3,790.00
800	Limited Engineering Services During Construction	0	12	0	26	36	480	554	\$54,680.00	\$54,680.00
	Total (Hours)	6	142	52	190	387	480	1257		
	Sub-Total Labor Fee									\$164,370.00
	ODC's (Mileage, Reproduction & Reimbursable)									
	Topographic Survey, SUE and Bathymetric Survey									\$20,600.00
	Geotechnical Investigation									\$7,977.00
	Sub Total ODC's (Mileage, Reproduction & Reimbursable)									\$28,577.00
	Sub-Total Labor Fee/ODC									\$192,947.00
	% Utilization	0.48%	11.30%	4.14%	15.12%	30.79%	38.19%	100.00%		
	Total (\$)	\$1,290.00	\$26,980.00	\$8,320.00	\$30,400.00	\$54,180.00	\$43,200.00			\$192,947.00

**PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
300 ENGINEERING GROUP P.A.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Opa-locka FL. 33054** (the "City"), and **300 ENGINEERING GROUP P.A.** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **2222 Ponce de Leon Blvd. Suite 300. Coral Gables, Florida 33134.**

WITNESSED:

WHEREAS, on June 10, 2020, the City approved a pool of Qualified Firms to provide Architectural and Engineering Consulting Services to the City on an as needed basis pursuant to RFQ# 20-0324200 Library of Miscellaneous Professional Consultants; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Civil Engineering, Landscape Architectural, Structural Engineering and Traffic Engineering Services and has executed a Continuing Services Agreement; and

WHEREAS, the Consultant has been selected by the City to provide Engineering Design Services (known as the "Project", the "Services" or the "Scope of Services") for the Replacement of the Culvert on Sesame Street, Opa-locka, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**; and

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. THE WORK

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services and accepted by the City.

3. PERIOD OF SERVICE

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **One Hundred Ninety-Two Thousand Nine Hundred Forty-Seven Dollars (\$192,947.00)** specified in the Scope of Services request accepted by the City.

5. PAYMENTS

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment "A". The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2 The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. Termination will take effect immediately after five calendar days unless Consultant cures the identified problem on or before the final 5th calendar day after notification. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. DEFAULT:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. ANTI-LOBBYING/NO CONTINGENT FEE:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The The Consultant shall be responsible for technically deficient designs, reports and/or studies due to negligent acts, errors or omissions for one year following completion or abandonment of the contracted consulting and design services. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. BINDING EFFECT:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. AMENDMENTS AND MODIFICATION:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. MERGER: AMENDMENT:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. NONASSIGNABILITY:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. NOTICES:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

300 Engineering Group P.A.
2222 Ponce de Leon Blvd.
Suite 300
Coral Gables, FL 33134
fatorrealba@300engineering.com

FOR CITY:

City of Opa-Locka
John Pate, City Manager
780 Fisherman Street
Opa-Locka, FL 33054
jpate@opalockafl.gov

WITH COPY TO:

Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, FL 33311 Telephone: 954-
768-9770
Facsimile: 954-768-9790
cityattorney@opalockafl.gov

15. SEVERABILITY; WAIVER:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Scrutinized Companies

16.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

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

17. OTHER PROVISIONS:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

17.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

17.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts,

pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

17.5 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement or in the event of termination by either party, any reports, photographs, surveys and other data and documents and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

17.6 Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2821, OR BY MAIL: CITY OF OPA-LOCKA - CITY CLERK'S OFFICE, 780 FISHERMAN STREET, 4TH FLOOR. OPA-LOCKA FL 33054.

18. E-VERIFY FORM:

Definitions:

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

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

remuneration.

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

ATTEST:

Joanna Flores, City Clerk

FOR CITY:

CITY OF OPA-LOCKA

By: _____
John Pate
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Opa-Locka only:

City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

300 Engineering Group P.A.

WITNESS:

By: _____
Authorized Representative

Print Name

Print Name

Date

Corporate Seal:

ATTACHMENT "A"

Consultant Scope of Work and **Fee Proposal dated November 9, 2021** to provide engineering design services for the **Replacement of the Culvert on Sesame Street, Opa-locka, Florida for the amount of One Hundred Ninety Two Thousand Nine Hundred Forty Seven Dollars (\$192,947.00)**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE A CHANGE ORDER REQUEST FOR H&R PAVING, INC. FOR ADDITIONAL LABOR AND MATERIAL INCURRED DURING THE COMPLETION OF THE TEMPORARY ROADWAY REPAIRS ON CAIRO LANE WITHIN THE CITY, IN AN AMOUNT OF FORTY-NINE THOUSAND, FIVE HUNDRED NINETY-SEVEN DOLLARS AND TWENTY-FOUR CENTS (\$49,597.24); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 8th, the City Commission of the City of Opa-Locka ("City Commission") ratified the City Manager's emergency decision to secure H&R Paving, Inc for Temporary Roadway Resurfacing Repairs on Cairo Lane, within the City of Opa-Locka for Two Hundred Forty-Eight Thousand, Five Hundred Dollars (\$248,500.00). The temporary repairs remedied the safety issue and made the street transitable again. This temporary project will subsequently be incorporated into the major Cairo Lane Roadway & Drainage Improvement project scheduled for completion this year; and

WHEREAS, the subject street was more damaged than previously anticipated and more material and labor was needed to level the roadway. In addition, in order to decrease the flooding, the swale area was regraded on one section of the street along a City easement. This additional work resulted in an additional cost of Forty-Nine Thousand Five Hundred Ninety-Seven Dollars and Twenty-Four Cents (\$49,597.24); and

WHEREAS, the City Commission finds it is the best interest of the City to approve the change order attached hereto as Exhibit "A".

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to approve a Change Order for H&R Paving, Inc., for additional labor and material incurred during the completion of the temporary roadway repairs on Cairo Lane within the City, in an amount of Forty-Nine Thousand, Five Hundred Ninety-Seven Dollars and Twenty-Four Cents (\$49,597.24), as set forth in Exhibit "A".

Section 3. 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. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 16th day of November, 2021.

Veronica J. Williams, Mayor

Attest:

**Approved as to Form And
Legal Sufficiency:**

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Bass
Commissioner Davis
Mayor Williams

_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)
_____ (No)
_____ (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:	11/17/2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	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>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

ADDITIONAL COST FOR THE CAIRO LANE EMERGENCY ROADWAY REPAIR

Staff Summary:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to pay an invoice from H& R Paving Inc for the additional labor and material incurred during the completion of the Temporary Roadway Repairs on Cairo Lane.

On September 8th, the City Commission ratified the City Manager's emergency decision to secure H&R Paving, Inc for Temporary Roadway Resurfacing Repairs on Cairo Lane for two hundred forty-eight thousand five hundred dollars (\$248,500.00). The temporary repairs remedied the safety issue and made the street transitable again. This temporary project will subsequently be incorporated into the major Cairo Lane Roadway & Drainage Improvement project scheduled for completion this year.

The proposed work to repair the street was expected to be two hundred forty-eight thousand five hundred dollars (\$248,500.00); however, the street was more damaged than previously understood. Therefore, more material and labor were needed to level the roadway. In addition, to lessen the flooding, the swale area was regraded on one section of the street along a City easement. This additional work resulted in an additional cost of forty-nine thousand five hundred ninety-seven dollars and 24/100 (\$49,597.24).

Financial Impact

The Cairo Lane project is budgeted for \$800,000 in the Safe Neighborhood CIP Fund and needs to be increased by \$49,597.24 to cover this additional cost. At the November 17th Special Commission meeting the Commission authorized expenditure of \$192,947 for the design phase of the Sesame Street Restoration Project, with the funding to come from the reduction of the budget for new sidewalks. This reduced the sidewalk budget to \$307,053. It is recommended that this budget be further reduced to fund the additional cost associated with the Cairo Lane Temporary Roadway Repair. This will be submitted in the forthcoming FY 22 Budget Amendment #1.

Account	Description	Available	Project	Remaining Balance
44-541820	Cairo Lane Roadway & Drainage Project	\$849,597.24 *	\$49,597.24	\$800,000.00

* After approval of forthcoming FY 22 Budget Amendment #1

Proposed Action:

Staff recommends approval of this item.

Attachment:

1. Agenda
2. Invoice32721-P
3. Pictures of Cairo Lane for before and after the repairs.
4. Resolution 21-9904

H & R Paving, Inc.

1955 NW 110th Ave.
Miami, FL 33172-9111
USA

INVOICE

Invoice Number: 32721-P
Invoice Date: Nov 4, 2021
Page: 1

Voice: (305)261-3005
Fax: (305)592-6079

Bill To:

CITY OF OPA LOCKA
780 Fisherman St
OPA-LOCKA, FL 33054

Ship to:

CAIRO LANE

JOB#3117

Customer ID	Customer PO	Payment Terms	
CITYOP	WORK DONE:8/27/21	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		12/4/21

Quantity	Item	Description	Unit Price	Amount
		5. REGRADE EXISTING SWALE		22,000.00
		6. INSTALL NEW LIMEROCK BASE SPREAD AND COMPACT ADDITIONAL 6,666 SFT. INCLUDED 2" OF ASPHALT.		27,597.24
These goods or services have been received, found to be satisfactory and this invoice is approved for payment.  Airia Austin PW/CIP Director 11-4-21 Date  Carlos Gonzalez Project Manager 11-4-21 Date				
Subtotal				49,597.24
Sales Tax				
Total Invoice Amount				49,597.24
Payment/Credit Applied				
TOTAL				49,597.24

Check/Credit Memo No:





RESOLUTION NO. 21-9904

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE CITY MANAGER'S EMERGENCY DECISION TO SECURE H&R PAVING, INC. FOR TEMPORARY ROADWAY RESURFACING REPAIRS ON CAIRO LANE WITHIN THE CITY; AUTHORIZING ROADWAY REPAIRS, IN AN AMOUNT OF TWO HUNDRED FORTY EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$248,500); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Cairo Lane, located in the southwest section of the City of Opa-locka ("City"), runs north and south. It is limited to the north by NW 135th Street and by the NW 127th Street Canal on the south. A portion of the street was a part of a 50-acre lake fill known as Milton's Dump, which was in operation from 1966 to 1981. This lake fill causes soil instability, which when added to the lack of drainage systems and the frequency of heavy traffic, deteriorates street conditions, causing safety issues for the adjacent business owners and other users of the roadway; and

WHEREAS, to remedy the emergency safety issue and make the street suitable for travel, the City Manager secured H&R Paving, Inc., by accepting Contractor's proposal to repair the roadway for Two Hundred Forty-Eight Thousand, Five Hundred Dollars (\$248,500.00), attached hereto as Exhibit "A", to provide a temporary repair until the major Roadway and Drainage Improvement Project for Cairo Lane can be completed; and

WHEREAS, due diligence efforts were made to secure the services for a reasonable amount and the City Manager considered that Miami-Dade County previously awarded a contract to H&R Paving Inc. for roadway resurfacing services and sidewalk installation in January of this year; and

WHEREAS, the City Manager recommends that the City Commission ratifies the execution of a contract for Two Hundred Forty-Eight Thousand, Five Hundred Dollars (\$248,500.00) with H&R Paving, Inc. for emergency services

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to ratify the City Manager's decision to secure emergency resurfacing repair work from H&R Paving, Inc. at the rates set forth herein as Exhibit "B".

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. RATIFICATION OF CITY MANAGER EMERGENCY PROPOSAL ACCEPTANCE: The City Commission of the City of Opa-Locka, Florida hereby ratifies the City Manger's emergency acceptance of a proposal from H&R Paving, Inc. for the provision of temporary road repair on Cairo Lane in an amount of Two Hundred Forty Eight Thousand, Five Hundred Dollars (\$248,500.00) at the rates set forth in Exhibit "B".

Section 3. 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. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 8th day of September, 2021.



Matthew A. Pigatt, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Williams

Seconded by: Commissioner Davis

VOTE: 5-0

Commissioner Taylor	YES
Commissioner Bass	YES
Commissioner Davis	YES
Vice-Mayor Williams	YES
Mayor Pigatt	YES



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	09/08/2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
			Public Hearing: <i>(Enter X in box)</i>	Yes	No X	Yes	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	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>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA TO RATIFY THE EMERGENCY ROADWAY REPAIR ON CAIRO LANE

Staff Summary:

Cairo Lane, located in the southwest section of the City of Opa-locka, runs north and south. It is limited to the north by NW 135th Street and by the NW 127th Street Canal on the south. A portion of the street was part of a 50-acre lake fill known as Milton's Dump, in operation from 1966 to 1981. This lake fill causes soil instability, which when added to the lack of drainage systems and the frequency of heavy traffic, deteriorates street conditions, causing safety issues for the adjacent business owners and other users of the road.

To remedy the emergency safety issue and make the street transitable, the City Manager secured H&R Paving, Inc, by accepting Contractor's proposal to repair the roadway for \$248,500.00 and provide an interim repair until the major Roadway and Drainage Improvement Project for Cairo Lane can be completed.

Financial Impact

Account	Description	Available	Project	Remaining Balance
44-541820	Cairo Lane	*	\$248,500	NA

* This account is currently unfunded. Forthcoming Budget Amendment #4 will add \$248,500 for this project to be funded by a transfer of this amount from General Fund Contingency, which currently has a balance of \$1,038,654.

Proposed Action:

Staff recommends the City Commission to ratify the emergency acceptance of proposal from H&R Paving, Inc. for the interim paving of Cairo Lane to mitigate safety issues on this roadway.

Attachment:

1. Agenda
2. Proposal provided by H&R Paving, Inc
3. Pictures of Cairo Lane
4. Emergency Declaration Memo for Cairo Lane

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



LICENSED AND INSURED

PROPOSAL

QUOTE NO.	AR071823
DATE:	07/08/21

TO	CITY OF OPA LOCKA 780 FISHERMAN ST. OPA LOCKA, FL. 33054	JOB	CAIRO LANE
CONTACT	CARLOS	PHONE	

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. INSTALL APPROX 4 " OF NEW LINE-ROCK TO AREA APPROX 2500' X 24' INCLUDING SPREADING AND COMPACTING .
2. INSTALL 2" OF ASPHALT SP 12.5 IN (1) LIFT
3. MILL AREA APPROX 100' X 24 '
4. M.O.T AS NEEDED
5. ASPHALT WORK TO BE DONE AT NIGHT.

\$ 248,500.00

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 REVERSE 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, 1/3 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: _____

CAIRO LANE ROADWAY CONDITION

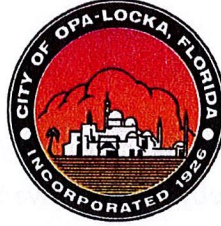


CAIRO LANE ROADWAY CONDITION



Office of the City Manager

George E. Ellis
Assistant City Manager



Telephone: (305) 953-2868 Ext.1205

Email: gellis@opalockafl.gov

**To: Mayor Matthew A. Pigatt
Vice Mayor Veronica Williams
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner John Taylor, Jr.**

From: George E. Ellis, Assistant City Manager

Date: August 31, 2021

Re: Emergency Declaration in compliance with Section 2-320 (i)

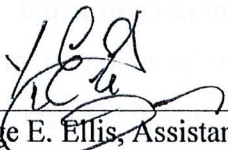
The Cairo Lane roadway is in a severely deteriorated state. Any impactful rain events will render this roadway impassible. Until the permanent concrete roadway can be installed, a limerock base will be laid and compacted; two inches of asphalt will then be installed to protect this surface from washout.

Beyond its temporary use this asphalt surface will serve in whole or part as additional stabilization for the final concrete roadway.

I have declared an emergency to enable the most expeditious, effective and lawful response allowable in accordance with the relevant selections of the City's Code.

I hereby certify that the information provided above is true and correct to the best of my knowledge.

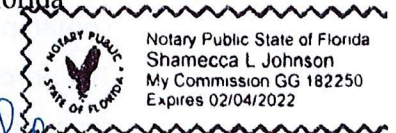
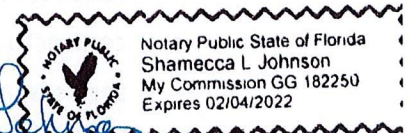
Enclosures


George E. Ellis, Assistant City Manager


Airia Austin, Public Works Director


Notary Public – State of Florida


Notary Public – State of Florida



Sec. 2-320. - Procurement of contractual services.

- (a) For the purposes of this section, the term "city contractual service term contract" means a term contract whereby a responsive bidder or offeror agrees to furnish a contractual service during a prescribed period of time or by a specific date. The specified period of time or date completes such contract. This section is intended to establish procedures for direct negotiations and contracting for those municipal services outlined pursuant to Chapter 180, Florida State Statutes.
- (b) Unless otherwise authorized by law, all contracts for contractual services shall be awarded by competitive sealed bidding. An invitation to bid shall be issued which shall include a detailed description of the services sought, the date for submittal of bids, and all contractual terms and conditions applicable to the procurement of contractual services, including the criteria which shall include, but need not be limited to, price, to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, it shall be so stated in the invitation to bid. The bid shall include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as quoted by the bidder. No criteria may be used in determining acceptability of the bid that was not set forth in the invitation to bid. The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest and best bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.
- (c) When an agency determines in writing that the use of competitive sealed bidding is not practicable, contractual services shall be procured by competitive sealed proposals. A request for proposals which includes a statement of the services sought and all contractual terms and conditions applicable to the procurement of contractual services, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal shall be issued. If the agency contemplates renewal of the contract, it shall be so stated in the request for proposals. The proposals shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as quoted by the proposer. To assure full understanding of, and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposals with respect to any opportunity for discussion

and revision of proposals. The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain the basis on which the award was made.

- (d) When the price of contractual services is less than three thousand five hundred dollars (\$3,500.00), an agency shall not be required to use the competitive procedures set forth in subsections (b) and (c). However, the agency shall not divide the procurement of contractual services so as to avoid the requirements of subsections (b) and (c).
- (e) A contract for contractual services may be awarded without competition if it is determined in writing that such services are available from only one (1) source; however, if such contract is for an amount greater than five thousand dollars (\$5,000.00), the agency shall secure prior approval from the city commission.
- (f) A contract for contractual services may be awarded without competition if county, state or federal law prescribes with whom the agency must contract or if the rate of payment is established during the appropriations process.
- (g) If only one (1) response to an invitation to bid or request for proposals is received, the agency may proceed with the procurement of the contractual services pursuant to subsection (e).
- (h) If no response to an invitation to bid or request for proposals is received, the agency may proceed with the procurement of contractual services pursuant to subsection (e).
- (i) If the city manager determines in writing that an immediate danger to the public health, safety, welfare, or other substantial loss to the city, requires emergency action, the agency may proceed with the procurement of the contractual services necessitated by the immediate danger without competition. However, such emergency procurements shall be made with such competition as is practicable under the circumstances. The agency shall furnish copies of the written determination, certified under oath, and any other documents relating to the emergency action to the city commission.
- (j) Extension of a contract for contractual services shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. The extension may, however, provide for an increase in the total dollar amount of the contract based on the method and rate established in the initial

contract. There shall be only one (1) extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the contractor's control.

- (k) Renewal of a contract for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. The cost of any contemplated renewals shall be included in the invitation to bid or request for proposals. Renewals are to be done on a yearly basis, and contracts shall not be renewed for more than two (2) years unless competitively procured. Renewals shall be contingent upon satisfactory performance evaluations by the city manager.
- (l) For each contractual services contract, the agency shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions, serve as a liaison with the contractor, and shall approve all invoices prior to payment.
- (m) Each agency shall designate one (1) employee who, in addition to his existing duties, shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the city commissioners.
- (n) A selection team of at least three (3) employees who have experience and knowledge in the program areas and service requirements for which contractual services are sought shall be appointed by the city manager to aid in the selection of contractors for contracts of more than seventy-five thousand dollars (\$75,000.00).
- (o) No person who receives a contract which has not been procured pursuant to subsection (b) or subsection (c) to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of an invitation for bids or request for proposals, or developing a program for future implementation, shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter; nor shall any firm in which such person has any interest be eligible to receive such contract.
- (p) Each agency shall establish a review and approval process for all contractual services contracts costing more than five thousand dollars (\$5,000.00) which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.
- (q) Nothing in this section shall affect the validity or effect of any contract in existence on the date of passing of this ordinance.

(Ord. No. 90-7, §§ 1, 2, 7-25-90)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 2 PLUS ARCHITECTS, INC. FOR CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES FOR THE ENGINEERING AND DESIGN OF 8-FOOT WROUGHT IRON FENCING AND ENTRY GATE SYSTEMS FOR INGRAM PARK, MAGNOLIA PARK, SEAGAL PARK, AND SHERBONDY PARK, WITHIN THE CITY, IN AN AMOUNT NOT EXCEED FORTY-THREE THOUSAND DOLLARS (\$43,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") seeks to enhance its Park facilities by adding beautification and more safety measures to the City Parks. The City desires that City park visitors are able to play, practice, and enjoy themselves in a safer and more secure environment. This improvements will also decrease the possibility of future vandalism of park equipment; and

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

WHEREAS, more specifically, the City Commission approved entering into an agreement with 2 Plus Architects, Inc. for mechanical, electrical and plumbing services; and

WHEREAS, the City desires to enter into an agreement with 2 Plus Architects, Inc., attached hereto as Exhibit "A", pursuant to the proposal attached hereto as Exhibit "B", for the development of a design to support the installation of 8-foot wrought iron fencing and entry gate systems for Ingram Park, Magnolia Park, Seagal Park, and Sherbondy Park, within the City, in an amount not exceed Forty-Three Thousand Dollars (\$43,000.00). The proposal is for Thirty-Eight Thousand Five Hundred Sixty Dollars (\$38,560.00), plus possible variable minor additional expenses up to an amount not to exceed Forty-Three Thousand Dollars (\$43,000.00).

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to enter into an agreement with 2 Plus Architects, Inc. for continuing professional architectural and engineering consulting services as set forth herein.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to enter into an agreement with 2 Plus Architects, Inc., attached hereto as Exhibit "A" and pursuant to the proposal attached hereto as Exhibit "B", for continuing professional architectural and engineering consulting services for the development of design to support the installation of 8-foot wrought iron fencing and entry gate systems for Ingram Park, Magnolia Park, Seagal Park, and Sherbondy Park., within the City, in an amount not to exceed Forty-Three Thousand Dollars (\$43,000.00).

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

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

PASSED and ADOPTED this 16th day of November 2021.

Veronica J. Williams, Mayor

Attest:

**Approved as to Form And
Legal Sufficiency:**

Joanna Flores, City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor

_____ (Yes)

_____ (No)

Commissioner Bass

_____ (Yes)

_____ (No)

Commissioner Davis

_____ (Yes)

_____ (No)

Mayor Williams

_____ (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:	11/17/2021	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X		Public Hearing: (Enter X in box)	Yes	No
				X	X
Funding Source: Account# :	(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:

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE INSTALLATION OF
NEW FENCING AND GATE SYSTEM FOR PARKS**

Staff Summary:

The City Commission is requested to authorize the City Manager to enter into an agreement with 2+ Architects to provide architectural and engineering services for the development of design to install 8-foot wrought iron fencing and entry gate systems for Ingram Park, Magnolia Park, Seagal Park, and Sherbondy Park.

This project will enhance these facilities by adding beautification and more safety to the City parks. Its visitors will be able to play, practice, and enjoy themselves in a safer and more secure place. This improvement will also lessen possible future vandalism of park equipment.

2+ Architects, Inc was one of the engineering consulting firms selected through the RFQ 20-0324200 and approved by the City Commission to be part of the City's library of licensed Architects and Engineers to provide professional architectural and engineering services.

Financial Impact

Under the Florida State Local Funding Initiative Program, the City was awarded of up to a \$100,000 grant to construct fences at various City parks. The City is required to provide a match of an equal amount, either in cash or in-kind services. Since three of the parks for which fences will be installed are within the CRA, the CRA will be funding \$60,000 of the City's match requirement.

Account	Description	Available	Project	Remaining Balance
44-541XXX	Park Fences	\$200,000	\$43,000 *	\$157,000

The proposal is for \$38,560 plus possible variable minor additional expense. It is recommended an expenditure of \$43,00 be approved to allow for additional minor services which may arise.

Proposed Action:

Staff recommends the approval of the item.

Attachment:

1. Agenda
2. Proposal provided by 2+Architects
3. Resolution # 20-9767, accepting BID proposal for continuing professional architectural and engineering consulting services pursuant to RFQ 20-0324200
4. Contract Agreement between 2+Architects and the City



Date Requested: Sept 17, 2021

Date Proposed: October 13, 2021

The City of Opa-Locka
Airia Austin
Public Works / CIP Director
12950 NW 42nd Ave.
Opa-locka, FL 33054

Project Name: Parks Fencing
Project Manager: Carlos Gonzalez
Location: Park A: Ingraham Park – Located at 2100 Burlington St. - Opa-Locka, Fl. 33054
Park B: Magnolia Park – Located at 2105 Ali Baba Av - Opa-Locka, Fl. 33054.
Park C: Seagal Park – Located at 2331 NW 143rd St. - Opa-Locka, Fl. 33054
Park D: Sherbondy Park – Located at 777 Sharazad Blvd. - Opa-Locka, Fl. 33054

Project #:

October 13, 2021

Dear Carlos,

2 Plus Architects, Inc. is pleased to submit our proposal for Architectural and Engineering services for the following Parks following:

Ingraham Park – Located at 2100 Burlington Street - Opa-Locka, Florida 33054
Magnolia Park – Located at 2105 Ali Baba Avenue - Opa-Locka, Florida 33054
Seagal Park – Located at 2331 NW 143rd Street – Opa-Locka, Florida 33054
Sherbondy park - Located at 777 Sharazad Blvd. - Opa-Locka, Fl. 33054

This letter shall confirm the terms of engagement of 2 Plus Architects, Inc. (from now on referred to as the Architect), to provide Architectural / Engineering Services for City of Opa-Locka (from now on referred to as the Owner).

This proposal is based on the scope of work outlined on the conference call dated September 17th, 2021.

Project Summary

We understand that the City of Opa-Locka requires an Architectural and Engineering team to provide design services for an exterior fencing system and entry gate system on the four parks described above. The team of Architects and Engineers selected for this assignment will provide Schematic Design, Design Development, Construction Documents, Bidding and award assistance, and Construction Administration services.

In addition, the team shall provide design recommendations based on industry best practices, the team's direct assessment of the facility, and input from the Department's facility operators and Capital improvement projects team.

Scope of Work

Architectural

We understand that the design team shall be responsible for identifying and prioritizing the comprehensive scope of work of the project in consultation with the Owner. Therefore, the description delineated below is preliminary.

Project Phases

The Architect shall perform the following phases:

Concept-Schematic Design

The Architect will verify information provided by the Owner regarding programming and provide project needs in regards of Architectural and Structural requirements.

Once these requirements are reviewed by the Architect and approved by the Owner, The Architect shall prepare Schematic Design Drawings to be distributed between the consultant participants outlining the following:

- Cover Sheet and project information.
- Site Plan with necessary zoning information.
- Location Plan.
- Site Plan demolition plan.
- Partial Floor Plans.
- Schematic study sections.
- ADA notes and details
- Schematic Sections providing clearances required.
- Schematic concept details for Owner approval

Notes:

- Revisions/refinements to the Schematic Design phase will be incorporated into the Design Development phase.
- If the project's scope changes substantially, affecting the original design intent to the point where the Architect and its consultants need to re-evaluate more than 50% of the produced work, in that case, the effort will be considered additional services.

Design Development

Once the Owner approves the Schematic Design Documents, The Architect shall prepare Design Development Drawings incorporating any pending comments from the Schematic Design phase.

As part of the Design Development drawings, the Architect will provide the following progress drawings for review and comments:

- Cover Sheet and project information.
- Site Plan with necessary zoning information.
- Location Plan.
- Site Plan demolition plan.
- Partial floor Plans.
- Design study sections.
- Design Study Elevations
- ADA notes and details
- Sections providing clearances required.
- Steel construction details for Owner comment and approval
- Preliminary details and materials for Owner approval

Notes:

Incorporation of the revisions/refinements from the design development phase will occur during the Construction Documents phase.

The Architect will consider any major changes after the 100% Design Development or Value Engineering phase, as additional services.

Construction Documents

Once the Owner approves the Design Development Documents, The Architect shall prepare Construction Drawings, Specifications, and other documents. These documents will set forth in detail the requirements for the construction necessary for the Project.

We are assuming that an Architectural book of specifications will not be required, all major materials will be named in the drawings.

- Cover Sheet and project information.
- Site Plan with necessary zoning information.
- Location Plan.
- Site Plan demolition plan.
- Partial floor Plans.
- ADA notes and details
- Final Sections
- Final Elevations
- Construction details
- Finish Schedule
- Door and Hardware Schedules

Bidding and Permitting

The Architect will assist the Owner in the Bidding process and with the Owner's responsibility of submitting documents to governmental authorities who have jurisdiction over the Project.

The Architect's services during Permitting will include meetings to clarify and review building department comments. The Architect will add revisions to Construction Documents based on Permitting comments.

The Architect will not provide permit expediting services.

Construction Administration

As part of the construction support services, the Architect will conduct monthly visits to the site. During which time, the Architect will attend construction meetings to become generally familiar with the progress and quality of the completed portions of the Project. The Architect will use this knowledge to keep the Owner informed about the Project. Additionally, the Architect will determine if the Project is being completed professionally and in agreement with the Contract Documents. However, the Architect shall not make exhaustive or continuous site visits to check the quality or quantity of progress on the Project. The Architect shall not control, lead, or hold responsibility for the construction means, methods, techniques, sequences, procedures, fabrication, procurement, shipment, delivery, installation, or for the safety precautions and programs connected to the Project.

Additionally, the Architect will review submittals, shop drawings, and respond to Requests for Information (RFI's). If required, the Architect will review and certify the fees owed to the Contractor and issue Certificates of Payment. The Architect shall prepare and review two punch lists with the selected Owner's Representative and will assist the Owner's Representative or Expeditor in submitting paperwork for Certificates of Occupancy.

Compensation

The fee structure is as follows:

Architectural Services	
100% Schematic Design /Evaluation	\$ 5,400.00
100% Design Development	\$ 5,300.00
100% Construction Documents	\$ 5,300.00
<u>Bidding and Permitting</u>	<u>\$ Included</u>
Sub- Total	\$ 16,000.00
<u>Construction Administration</u>	
<i>** Construction Administration is not included and will be billed hourly. The maximum Monthly fee will not exceed \$700.00</i>	
Consultant/Engineering Structural Services	
Payment upon signed and sealed documents	\$ 3,000.00
Sub-total	\$ 3,000.00
Surveyor	
Lump Sum	\$ 19,560.00
Sub-total	\$ 19,560.00
Grand Total	\$ 38,560.00

Services not included

The Architect does not include the following services. If requested by the Owner, the Architect can add any of these as an additional service.

- Civil Engineering
- Landscape Architecture
- Design revisions after approval of an accepted concept and/or additional concepts beyond those identified in the proposal. Any such additional professional services shall be subject to a separate proposal requiring the Owner's approval to proceed.
- Surveying
- As-built drawings
- The Owner will approve in writing any mock-ups the Architect deems necessary for the development of the design. These mock-ups will be treated as a Reimbursable Expense.
- Spec. Writing Services (Available if required)

Reimbursable Expenses

The following expenses are included in the basic fee:

- o Two copies of final documents
- o Xerox Copies for internal office work

The following expenses are excluded from, and in addition to, compensation for Basic Services and include expenses incurred by the Architect directly related to the Project, as follows:

- Additional printing requested in addition to the 2 final permit sets
- Reproductions, plots, standard form documents.
- Postage, handling, and delivery.
- Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner
- Other similar Project-related expenditures.

The Architect will bill the Reimbursable Expenses at the cost incurred plus an additional ten percent

The Owner's Responsibilities

Owner to coordinate and schedule access to all facilities to the architect and its consultants to proceed with the work described above.

Where it is deemed to be appropriate it may be necessary to remove existing materials, to perform soil exploration or other explorations to gain access to existing structural members. Removal and restoration will be accomplished by the Owner or contractors hired by the Owner.

Terms, Conditions and Additional Provisions

The Owner shall carry the sole risk of reusing, reproducing, or modifying these documents without the Architect's written permission. The Owner agrees to indemnify and hold the Architect harmless from all claims, damages, and expenses arising from such use of these documents



If the project is delayed due to circumstances outside the architect's control, the architect will provide to ownership an Add Service Request to proceed beyond the stated period of time.

Termination

Should the Owner terminate this contract without cause, for any reason excluding the fault of the Architect, the Owner will compensate the Architect for services performed up to the date of termination together with the performed supplemental services.

Proposal agreed to and accepted by:



Edgardo Macchi AIA, NCARB
Principal
2 Plus Architects, Inc.
Date: 10/13/21



Airia Austin
Public Works / CIP Director

Date: 10-13-21

Exhibit A 2021 Hourly Rates

Principal	\$190.00
Senior Project Manager	\$175.00
Project Manager	\$160.00
Project Architect	\$125.00
Junior Drafter	\$ 85.00
Job Captain	\$125.00
Designer 1	\$100.00
Field Representative	\$100.00
Senior Interior Designer	\$125.00
Junior Interior Designer	\$ 85.00
Senior Specification Writer	\$ 85.00
Document control Manager	\$ 65.00
Document Control	\$ 65.00



14295 NW 21st Ct.

Ingram Park

NW 22nd AVE

NW 21st CT

BURLINGTON ST

NW 143rd ST

NW 143rd TER

AVE

NW 20th

Park Fencing Project

New Installation:

 Replace Existing Fence with Steel Picket Fence

Existing To Remain:

 Chain Link Fence

 Wood Fence

FOLIO Number: 0821220052180



WASHINGTON AVE

DUVAL ST

Magnolia Park

2101
ALIBABA AVE

FOLIO Numbers:
0821220031090
0821220031100
0821220031120
0821220031160
0821220031170
0821220031180
0821220031190

Park Fencing Project

New Installation:

-  Install Steel Picket Fence
-  Replace Existing Fence with Steel Picket Fence

Existing To Remain:

-  Chain Link Fence



Segal Park

Park Fencing Project

New Installation:

 Replace Existing Fence with Steel Picket Fence

Existing To Remain:

 Chain Link Fence

 Picket Fence

FOLIO Number: 0821220000060



Sherbondy Park

Park Fencing Project

New Installation:

 Replace Existing Fence with Steel Picket Fence

Existing To Be Removed:

 Chain Link Fence

FOLIO Number: 0821210050090

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPOINTING JOHN H. TAYLOR JR AS VICE MAYOR OF THE CITY OF OPA-LOCKA, FLORIDA, TO FILL THE VACANCY OF VICE MAYOR CREATED AS A RESULT OF MAYOR MATTHEW A. PIGATT'S RESIGNATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 10, 2021, Matthew A. Pigatt resigned as Mayor of the City of Opa-locka, Florida; and

WHEREAS, Article II, Section 2.7 (C)(3), of the City Charter requires that the Vice Mayor shall complete the term of Mayor if the Mayor's position becomes vacant thereby creating a vacancy in the position of Vice Mayor; and

WHEREAS, Article II, Section 2.7 (C)(3) of the City Charter requires the City Commission to fill the vacancy in the manner that the position of Vice Mayor is generally filled under Article II; and

WHEREAS, pursuant to Article II, Section 2.4 (b) of the City Charter, the City Commission finds that John H. Taylor Jr. is the candidate to receive the second highest number of votes in the November 3, 2020 City of Opa-locka General Election; and

WHEREAS, the City Commission finds that it is in the best interest of the City to appoint John H. Taylor Jr. to serve as Vice Mayor of the City of Opa-locka, Florida pursuant to Article II, Section 2.7(3).

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

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

Section 2. The City Commission of the City of Opa-Locka hereby appoints John H. Taylor Jr. as Vice Mayor of the City of Opa-Locka.

Resolution No.

Section 3. John H. Taylor shall serve as Vice Mayor pursuant to Article II, Section 2.7(C)(3) of the Charter of the City of Opa-Locka, Florida.

Section 4. 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 the need of a public hearing, by filing a corrected copy of same with the City Clerk.

Section 5. This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this 17th day of November, 2021.

Veronica J. Williams, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:

Seconded by:

VOTE:

Commissioner Bass
Commissioner Davis
Commissioner Taylor
Mayor Williams

Section 2.4. - Presiding officer, mayor; commissioners; vice mayor.

- (a) The candidate for mayor receiving the highest number of votes in each general election shall, for a term of four (4) years immediately following thereafter, have the title of mayor, shall preside at meetings of the commission, and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law, but shall have no regular administrative duties.
- (b) The candidate for commissioner receiving the highest number of votes in each general election shall, for the term of two (2) years immediately following thereafter, have the title of vice mayor.
- (c) All candidates for the office of mayor shall qualify and stand for election separate and apart from those candidates qualifying and standing for election as commissioners. The term of office of the mayor shall be four (4) years. The terms of office for commission members shall be four (4) years.

(Res. No. 12-8434, § 2, 7-18-12)

Section 2.7. - Vacancies; Forfeiture of Office; Filling of Vacancies.

- (A) *Vacancies.* The office of a Commission member shall become vacant upon his/her death, resignation, disability, suspension or removal from office in any manner authorized by law, or by forfeiture of his/her office.
- (B) *Forfeiture of Office.*
 - (1) *Forfeiture by disqualification.* The Mayor, Vice Mayor or Commission member, shall forfeit his/her office if at any time during his/her term s/he:
 - (1) ceases to maintain his/her permanent residence in the City.
 - (2) by legal declaration of mental incompetence of a member.
 - (3) otherwise ceases to be a qualified elector of the City.
 - (4) is convicted of a felony.
 - (5) violates any express prohibition of this Charter.
 - (6) lacks at any time during the term of office for which elected any qualification for the office prescribed by this Charter or by law.
 - (2) *Forfeiture by absence.* The Mayor, Vice Mayor or Commission member shall be subject to forfeiture of his/her office, in the discretion of the remaining Commission members, if s/he is absent without good cause from any three regular meetings of the Commission during any calendar year or if s/he is absent without good cause from any three consecutive regular meetings of the Commission, whether or not during the same calendar year.
 - (3) *Procedures.* The Commission shall be the sole judge of the qualifications of its members and shall hear all questions relating to forfeiture of a Commission member's office, including whether or not good cause for absence has been or may be established. The burden of establishing good cause shall be on the Commission member in question; provided, however,

that any Commission member may at any time during any duly held meeting move to establish good cause for the absence of him/herself or the absence of any other Commission member, from any past, present or future meeting(s), which motion, if carried, shall be conclusive. A Commission member whose qualifications are in question, or, who is otherwise subject to forfeiture of his/her office, shall not vote on any such matters. The Commission member in question shall be entitled to a public hearing upon request regarding an alleged forfeiture of office. If a public hearing is requested, notice thereof shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing. Any final determination by the Commission that a Commission member has forfeited his/her office shall be made by a majority of the Commission by resolution. All votes and other acts of the Commission member in question prior to the effective date of such resolution shall be valid regardless of the grounds of forfeiture.

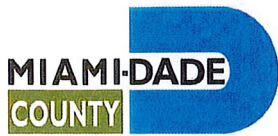
(C) *Filling of vacancies.* A vacancy on the Commission shall be filled as follows:

- (1) If less than six (6) months remain in the unexpired term, the vacancy shall be filled by the City Commission within 30 calendar days following the occurrence of the vacancy.
- (2) If six (6) months or more remain in the unexpired term, the vacancy shall be filled by the City Commission within 30 calendar days following the occurrence of the vacancy. The person chosen shall fill the vacancy until the next regularly scheduled Miami-Dade County-wide election, at which time an election shall be held to fill the vacancy for the balance of the term. However, if the Commission is unable to fill the vacancy within the 30 day period, a special election to fill that vacancy shall be held no later than 90 calendar days following the occurrence of the vacancy. The person so elected shall serve until the next scheduled City Regular Election, at which time any remaining balance of the term shall be filled by election.
- (3) If the Mayor's position becomes vacant, the Vice Mayor shall complete the term of Mayor. Vacancy of Vice Mayor thus created shall be filled in the manner that the position of Vice Mayor is generally filled under this Article. If the elected Mayor shall be returned to office, s/he shall automatically resume the duties of the office for the remainder of the term for which elected, and the Vice Mayor shall return to complete the balance of his/her term. The appointment of the person to complete the term of the Vice Mayor shall be automatically rescinded.
- (4) A vacancy in a Commission seat shall be filled by a qualified elector residing in the City.
- (5) Persons filling vacancies shall meet the qualifications specified in this Article.
- (6) If no candidate for a vacancy meets the qualifications under this Article for that vacancy, the Commission shall appoint a person qualified under this Article to fill the vacancy.
- (7) Notwithstanding any quorum requirements established in this Charter, if at any time the full membership of the Commission is reduced to less than a quorum, the remaining members may, by majority vote, confirm additional members to the extent otherwise permitted or

required under this subsection (C).

- (8) In the event that all members of the Commission are removed by death, disability, recall, forfeiture of office and/or resignation, the Governor of the State of Florida shall appoint interim Commission members who shall call a special election within not less than 30 calendar days or more than 60 calendar days after such appointment. Such election shall be held in the same manner as the first elections under this Charter; provided however, that if there are less than six months, remaining in any of the unexpired terms, such interim Commission appointee(s) by the Governor shall serve out the unexpired terms. Appointees must meet all requirements for candidates provided for in this Article.

(Res. No. 12-8434, § 2, 7-18-12)



Elections
2700 NW 87th Avenue
Miami, Florida 33172
T 305-499-VOTE F 305-499-8547
TTY: 305-499-8480

miamidade.gov

CERTIFICATION

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Christina White, Supervisor of Elections for Miami-Dade County, Florida, do hereby certify that the attached is a true and correct copy of the Official Results for the Miami-Dade County General Election conducted on November 3, 2020, which included the **Opa-locka General Election**:

Commissioners

WITNESS MY HAND AND

OFFICIAL SEAL, AT MIAMI,

MIAMI-DADE COUNTY, FLORIDA,

ON THIS 13TH DAY OF NOVEMBER, 2020

A blue ink signature of Christina White, written in a cursive style, positioned above a horizontal line.

Christina White
Supervisor of Elections
Miami-Dade County

Enclosure

SUMMARY REPT-GROUP DETAIL

Official General Election
Miami-Dade County, FL
November 3, 2020

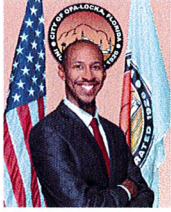
Official Results

Run Date:11/13/20 03:58 PM

Report EL45A

Page 011

	TOTAL VOTES	%	ED	VBM	EV	PROV
Opa-locka Commissioners						
(VOTE FOR) 2						
Randolph Aikens	405	5.63	90	179	136	0
Christina Banks	698	9.70	110	357	231	0
Sherelean V. Bass.	1,063	14.77	238	446	379	0
Audrey Dominguez	879	12.21	150	444	285	0
Timothy Holmes.	614	8.53	117	265	232	0
Dorothy Johnson	878	12.20	185	416	277	0
John "The Juice" Taylor.	1,265	17.57	292	515	458	0
Veronica Williams.	1,396	19.39	229	630	537	0
Total	7,198		1,411	3,252	2,535	0
Over Votes	32		4	18	10	0
Under Votes	3,550		645	1,266	1,639	0
Palmetto Bay Vice Mayor						
(VOTE FOR) 1						
Alan "AlJohn" Farquharson	1,737	12.79	166	795	776	0
Edward "Ed" Silva.	5,179	38.14	483	2,322	2,374	0
Leanne Tellam	6,662	49.06	430	3,660	2,572	0
Total	13,578		1,079	6,777	5,722	0
Over Votes	4		0	2	2	0
Under Votes	1,675		206	689	780	0
Palmetto Bay Council Member Seat 2						
(VOTE FOR) 1						
Steve Cody	6,901	51.87	606	3,341	2,954	0
David M. Singer	6,403	48.13	459	3,284	2,660	0
Total	13,304		1,065	6,625	5,614	0
Over Votes	7		0	4	3	0
Under Votes	1,946		220	839	887	0
Pinecrest Councilmember Seat 1						
(VOTE FOR) 1						
Anna Hochkammer	7,449	71.51	395	4,266	2,788	0
Harry Speizer	2,967	28.49	216	1,344	1,407	0
Total	10,416		611	5,610	4,195	0
Over Votes	7		0	4	3	0
Under Votes	1,204		116	470	618	0
Pinecrest Councilmember Seat 3						
(VOTE FOR) 1						
Shannon Del Prado.	6,512	60.66	322	3,739	2,451	0
Laura McNaughton	4,224	39.34	316	1,938	1,970	0
Total	10,736		638	5,677	4,421	0
Over Votes	1		0	1	0	0
Under Votes	890		89	406	395	0
Sunny Isles Beach Res Area Comm Seat 1						
(VOTE FOR) 1						
Justen S. Fischer.	3,243	45.01	613	1,354	1,276	0
Larisa Svechin.	3,962	54.99	734	1,826	1,402	0
Total	7,205		1,347	3,180	2,678	0
Over Votes	3		1	1	1	0
Under Votes	1,594		438	505	651	0



MATTHEW A. PIGATT
Mayor



Cell: (786) 269-1252 Cell
Office: (305) 688-4611 Office
Email: mpigatt@opalockafl.gov

RESIGNATION SPEECH

November 10, 2021

Accept this as my resignation from the position of Mayor in the City of Opa-locka, I will not be a figurehead for corruption. I am going to those with the real power in this system: The People.

I am not resigning because the job is too big. I am resigning because I am in the wrong position to effect real change in my city - and in cities just like this throughout America.

I naively thought that a system that is broken could be fixed from within - by reformers who, if they just cared deeply enough, could root out things like cronyism, shadow deals, and government officials who turn a blind eye toward the corrupt deeds of others lest their own corruption be dragged into the light – I was wrong.

I left home 17 years ago with a commitment to become a better person for my family and the community that saved my life. I came back home ten years ago and chose to raise my family here in Opa-locka because it was the heart of my community.

My journey through this government began as an intern in the planning and community development department. I learned about the history of this community, its beauty, its potential, and its challenges. I learned firsthand how the employees of this city were treated by the leadership and how they were taking advantage of the people by not doing their job to serve the people.

My first time challenging this government was when I spoke out against the firing of the City manager and the corruption on the dais back in 2014. That led to me getting code enforcement violations on my home, being threaten by the police multiple times, and being accosted by so-called shadow mayors and community advocates, right here in this room, at that podium, while those on the dais and in the room looked on in silence.

When I ran for office, the tagline was a new generation of leadership. The people voted to replace the only elected official indicted after the FBI raids on this city. We campaigned around town repeating the same words to everyone:

“It is time to put an end to this corruption and hold this government accountable. We need to handle the basics. Get our finances in order. We need to make sure the trash gets picked up on time. Our water bills are accurate. These streets get fixed. And the police and code enforcement don't pick and choose who they are harassing.”

The people overwhelmingly voted for that twice. Since being elected, I have been laser focused on my commitment to the people:

1. We have a new generation of leadership. All new elected officials, a new city manager and city attorney.
2. We replaced our residential trash company with one that picks up our garbage on time and efficiently.
3. We replaced 98% of our water meters across the city and have a third party making sure the bills are accurate.
4. We fixed 18 out of 19 of our pump stations and developed a stormwater master plan to address the flooding across the city.
5. We brought in a financial consultant and budget director that did several evaluations of our finance department,

RECEIVED
CITY OF OPA-LOCKA
OFFICE OF THE CITY CLERK
2021 NOV 15 PM 1:37

completed 5 audits, submitted a 5-year financial recovery plan, and works well with the State's Financial Oversight Board and Auditor General.

6. We paved over 20 miles of streets including Cairo lane, 139th, and 141st. We fixed over 90% of the potholes throughout the city; the largest road surfacing and re-milling project in decades. And we are putting sidewalks in the neighborhoods.
7. We brought in Miami Dade County Police Department to do an assessment of our police department. We got a new police chief, command staff, new officers, new vehicles, new equipment, and a substation.

Yet despite all of these accomplishments, in this position as Mayor, I could not stop the corruption. I naively thought that I could help reform this city from the inside, by being the change I wished to see in this community and bringing in a new generation of leadership.

During my time I withstood, threats on my life, my family, the loss of my job, character assassinations, and political intrigue more scandalous than the show Scandal. What I have experienced and witnessed with my own eyes during my journey through this government, let me just say this for now, those who stand up for what is right do not last long in this system.

The forces of corruption are too strong for one person to reform. The reformers within the government are outnumbered by those who want to compromise, maintain the status quo and promote themselves over the people.

However, the people outnumber the government. The people can hold this government accountable. I want to thank the people who elected and supported me on this journey through the inside of this system. I got you. I am going to take these insights and experiences back to the people. Everything will be shared when it will do the most good.

I have a family I need to be there for and take care of. I started this mission as a young single man. Now, I am a proud husband and father. My wife, my son, and my two daughters need their Babu. I am going to take some time for my family. And, then, the people will learn everything, including how to hold their government accountable, and change this system.

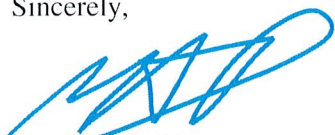
There are, of course, some here in this very room — and, some sitting right up here on this dais who are breathing a sigh of relief, believing that I am finally going away. As always, they could not be more incorrect in their hopes and pride. As I said at the very beginning of this statement, I am not abandoning the people's mission to dislodge the corrupt, the power-hungry, and the flat out shady from in this city and others.

When the time is right you will be hearing more about what form this will take and how those who are like minded can get involved.

For those of you who stand in opposition to this — to those who operate in the shadows, who put themselves above service, who actually believe you hold power beyond the people... to the corrupt, the cronies, the narcissists, the deceivers, and the liars - understand that I am not only giving my notice. I, and those who join me are putting you ON notice.

On behalf of all the people who want better for their communities, Thank you. I thank all of you for these insights and experiences. We will hold government accountable to the people.

Sincerely,



Matthew A. Pigatt

SECOND READING ORDINANCES / PUBLIC HEARINGS

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: City Manager

ORDINANCE NO. 21-~~XXX~~

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

WHEREAS, the City Commission of the City of Opa-Locka, FL adopted its 2020-2021 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 20-16 and as amended by passage of Budget Amendment #1, Ordinance 20-22, Budget Amendment #2, Ordinance 21-04, Budget Amendment #3, Ordinance 21-07; and Budget Amendment #4, Ordinance 21-12, and

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

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

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

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

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

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

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

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

Any and all outstanding encumbrances as of September 30, 2021, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2021, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, by the City Manager, or by Resolution adopted by the City Commission, if lawful. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget.

All Ordinances setting fees and charges, and all other fees and charges consistent with appropriations adopted herein, as may be amended during the fiscal year, are hereby ratified, confirmed and approved.

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE.

This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this 10th day of November, 2021.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

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



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold a public hearing at a Special Commission Meeting on **Wednesday, November 17, 2021 at 5:30 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following item for final adoption:

SECOND READING ORDINANCE/PUBLIC HEARING:

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

All Interested persons are encouraged to participate and will be heard with respect to the public hearing.

Additional information on the above item may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 5:30 p.m. on Wednesday, November 17, 2021.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance not later than five (5) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

Joanna Flores, CMC
City Clerk
City of Opa-locka



NOTICE OF COMMUNITY REDEVELOPMENT AGENCY MEETING

NOTICE IS HEREBY GIVEN that pursuant to Section 2-44 of the Code of the City of Opa-locka, Florida, a Community Redevelopment Agency Meeting will be held on Tuesday, November 16, 2021 at 5:30 p.m., in the auditorium at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida. The purpose of this Community Redevelopment Agency Meeting is to discuss and consider the following:

- A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD ESTABLISHING THE SPECIAL PROJECTS AND EVENTS ADVISORY COMMITTEE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
- A RESOLUTION OF THE BOARD OF THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) REVISING THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL FAÇADE IMPROVEMENT PROGRAM TO ESTABLISH AND FACILITATE A SMALL BUSINESS ASSISTANCE GRANT PROGRAM; FURTHER AUTHORIZING THE OPA-LOCKA COMMUNITY DEVELOPMENT CORPORATION (OLCDC) TO MANAGE AND OPERATE THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.
- A RESOLUTION OF THE CITY OF OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY (OCRA) ADOPTING AND APPROVING THE DEVELOPMENT INCENTIVE LIST; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A CONFLICT AND REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

Procedures for Public Participation

Community Redevelopment Agency Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Community Redevelopment Agency may do so in person or virtually. To participate virtually, please register online by 5:30 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

How to watch the meeting

Members of the public can watch City of Opa-locka public meetings at <https://www.youtube.com/user/CityofOpaLocka>.

PURSUANT TO FS 286.0105: *Anyone who desires to appeal any decision made by any board, agency, or commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for that reason, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal may be based.*

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 (voice) for assistance at least 24 hours prior to the proceeding. TTY users may call via 711 (Florida Relay Service) prior to the proceeding. For questions and/or additional information, please contact the Office of the Community Redevelopment Clerk by email at khalil@opalockafl.gov or by telephone at (305) 953-2800.

Kinshanna Hall
Community Redevelopment Agency Clerk
Joanna Flores, CMC
City Clerk

BROWARD HEALTH FAIR & SENIOR EXPO

Tuesday, November 9 • 10AM-3PM
GULFSTREAM PARK CASINO • 3rd FLOOR

901 S. Federal Hwy., Hallandale Beach

50 Exhibitors with Senior Products & Services • Great Travel Deals
Free Health Screening & Medicare Assistance • Investment Planning
Diverse Retirement Living & Medical Options • Door Prizes & Raffles
Nice Food Options Available in Casino • Grand Prize: 50" LCD/HD TV



OPEN TO THE PUBLIC
FREE ADMISSION & PARKING

Miami Herald Visit the Miami Herald Booth During the Event

Visit our website: www.Retirement-Times.com
For attendee info, please call: 754-246-2874



PUBLIC NOTICE

The City of Miami Gardens
18605 NW 27 Avenue, Miami Gardens, FL 33056
2021-2025 5-YEAR CONSOLIDATED PLAN & 2021 ANNUAL ACTION PLAN
SUBSTANTIAL AMENDMENT (DRAFT) Is Now Available for Public Review and Comment

NOTICE IS HEREBY GIVEN that Federal regulations governing Community Development Block Grant (CDBG) and other U. S. Department of Housing and Urban Development programs require that a participating jurisdiction provide citizens with reasonable notice of and an opportunity to comment on a Substantial Amendment to the 5-Year Consolidated Plan and Annual Action Plan that will direct the City's use of Community Development Block Grant funds. The City will amend its 2021-2025 Consolidated Plan and 2021 AAP to include a priority need for Owner-Occupied Housing Preservation and a goal to Provide Funding for Critical Housing Repairs for LMI. These funds will benefit low- to moderate-income and special needs persons in the City.

SUBSTANTIAL AMENDMENT FY 2020 CDBG PROJECT ALLOCATION

CDBG Administration: \$225,517 (20%)
CDBG Public Services: \$189,138 (15%)
CDBG Public Facilities & Infrastructure: \$627,930 (56%)
CDBG Housing Rehab: \$105,000 (9% taken from Public Facilities & Infrastructure)
TOTAL FY 2021 CDBG funds: \$1,127,585

PUBLIC COMMENT PERIOD: This notice formally advises that the Substantial Amendment to the 2021-2025 Consolidated Plan and 2021 Annual Action Plan (DRAFTS) can be downloaded from the City of Miami Gardens Department of Community Development website at http://www.miamigardens-fl.gov/cd/program_updates.html, for (30) thirty days, beginning **November 7, 2021**. Written comments to these draft Plans will be received until **December 7, 2021**. To view a hardcopy of the documents and submit comments please visit a location listed below. You can also submit comments by e-mail at budcomment@miamigardens-fl.gov.

City of Miami Gardens
Community Development Department
18605 NW 27 Avenue, Suite 151
Miami Gardens, FL 33056
7:00 AM – 6:30 PM M-Th

City of Miami Gardens
City Hall
18605 NW 27 Avenue
Miami Gardens, FL 33056
7:00 AM – 6:30 PM M-Th

PUBLIC HEARING: A virtual public hearing via Zoom online will be held on Wednesday December 1, 2021 at 5:00 PM to discuss the Substantial Amendment to the 2021-2025 Consolidated Plan and 2021 Annual Action Plan (DRAFTS). To participate in this hearing, please see Zoom link details below.

Topic: Public Notice for 2021 - 2025 5 year Consolidated Plan
Time: Dec 1, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://miamigardens.zoom.us/j/87547927028>

For further information, please contact Jeannette M. Smith, Director of Community Development at 954 622-8000 X2300. All persons who need language assistance can also contact the Director of Community Development at the number listed above. The locations listed are accessible to the disabled. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate because of that disability should contact Ronetta Taylor, City Clerk (305) 622-8000; ext. 2830, not later than 48 hours prior to such proceeding. TDD number 1-800-955-8771



**City of Opa-locka
Agenda Cover Memo**

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	November 10, 2021		Item Type:	Resolution	Ordinance
			(Enter X in box)		Other
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	
	X		Public Hearing: (Enter X in box)	Yes	No
					2nd Reading
				Yes	No
				X	X
Funding Source: Account# :	(Enter Fund & Dept) See Attachments		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
		X	Enhance Organizational ☐		
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department: City Manager's Office	City Manager	

Short Title:

FY 21 Budget Amendment #5 – First Reading

Staff Summary:

Issue: Budget Amendment #4 will be adopted on November 10, 2021, based on accounting information available through October 9, 2021. This is a year-end budget amendment designed to ensure that the budget accurately reflects all FY 21 expenditures. However, FY 21 expenditures continue to be recorded in City accounts beyond October 9th. Budget Amendment #5 is intended to reflect any last-minute FY 21 entries into City accounts which require budget amendments. Staff recommends City Commission approve Budget Amendment #5 on first reading.

Background: The City's FY 21 budget of \$45.8 million was adopted on September 22, 2020. On November 19, 2020, FY 21 Budget Amendment #1 was approved, increasing the budget by \$4.4 to a new total of \$50.2 million. Most of this increase was attributable to a CARES Act program to provide qualified residents with food cash cards (\$1.1 million and fully reimbursable) and rollover projects (approved and funded in FY 20, but moved to FY 21 since the projects weren't completed in FY 20 - \$3.9 million).

On January 27, 2021, Budget Amendment #2 was approved, increasing the City's budget by \$1.4 million to \$51.6 million. This increase was primarily attributable to another \$0.6 million related to an expansion of the CARES Act, also fully reimbursable and another \$0.5 million of FY 20 rollover projects.

On June 9, 2021, Budget Amendment #3 was approved, further increasing the City's budget by \$1.9 million to \$53.5 million. The primary source of the increase was the General Fund with \$1.2 million of expense, but offset by \$2.0 million improvement in revenue, resulting in a \$0.8 million improvement to General Fund Available Fund Balance. Another \$0.2 million was added to the Safe Neighborhood Fund for additional needs for the 2105 Ali Baba project plus the addition of two new projects (Historic Fire Station / Former HR Building and the road portion of the NW 131st Street drainage project). The final significant increase was a \$0.3 million increase to the Risk Management Fund to reflect premiums were higher than had been assumed in the original budget and the expense was further exacerbated by a Workers Compensation audit which identified wage and risk classification issues which further increased insurance expense.

On November 10, 2021, Budget Amendment #4 was approved, further increasing the City budget by \$1.6 million to \$55.1 million. This was funded by a significant increase in General Fund revenue, primarily Permitting revenue, which had been budgeted extremely conservatively due to the great uncertainties present in regard to the emerging pandemic at the time the budget was developed. However, Permitting revenue turned out to be extremely high, reflecting the increasing development activity occurring within the City. This additional revenue was used to fund high levels of payouts to departing employees who were compensated for unused sick and vacation leave. Many of these employees were very senior and accrued considerable leave time. It was also used for Police Department compensation to reflect very significant overtime related to the pandemic as well as compensation aspects of the PBA contract that hadn't previously been fully recognized. Most other General Fund amendments were minor in nature. In the Water-Sewer Fund, it was necessary to amend the Wastewater Processing budget for an extremely high July bill that is under investigation and an increase to the Legal Counsel budget in anticipation of additional legal charges related to the utility billing issue case. These increases were offset by other savings within the fund as well as the use of Water-Sewer Fund Contingency.

Current Activity: The amendment is composed of nine items, many of which are minor housekeeping issues to bring the budget in line with small variations in expenditures. The more significant recommended amendments are as follows:

1. Cairo Lane – Brings into the budget the previously approved expenditure to resurface the roadway on a temporary basis to allow traffic to flow with a minimum of impediments.
2. Debt Service Fund – An increase in pledged revenue supporting the debt payments in this fund allowed another \$107,604 of surplus pledged revenue to be transferred to the General Fund.

Proposed Action:

Staff recommends City Commission approve the proposed budget amendment.

Attachment:

1. Detailed information on each recommended amendment item (Exhibit "A")
2. Ordinance

FY 21 Budget Amendment #5 - 2nd Hearing

	Gov Funds	Enterprise Funds			Total
	Governmental Funds	Water Sewer Fund	Storm Water Fund	Total Enterprise Funds	Total Funds
<u>Budget Thru Amend #4</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	34,263,513	13,849,848	1,903,176	15,753,024	50,016,537
Fund Balance	1,842,543	1,204,717	2,063,183	3,267,900	5,110,443
Total Funding	36,106,056	15,054,565	3,966,359	19,020,924	55,126,980
Expenditure	36,106,056	15,054,565	3,966,359	19,020,924	55,126,980
<u>Amendment #5</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	576,708	-	-	-	576,708
Fund Balance	1,200	-	-	-	1,200
Total Funding	577,908	-	-	-	577,908
Expenditure	577,908	-	-	-	577,908
<u>Budget Thru Amend #5</u>					
<u>Funding</u>					
Revenue/Loans/Trans In	34,840,221	13,849,848	1,903,176	15,753,024	50,593,245
Fund Balance	1,843,743	1,204,717	2,063,183	3,267,900	5,111,643
Total Funding	36,683,964	15,054,565	3,966,359	19,020,924	55,704,888
Expenditure	36,683,964	15,054,565	3,966,359	19,020,924	55,704,888

FY 21 Budget Amendment #5 - 2nd Hearing

Governmental Funds										
	General Fund	CRA Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
<u>Budget - Thru Amend #4</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	22,529,463	1,046,910	1,175,780	1,938,140	890,469	3,011,857	-	2,949,159	721,735	34,263,513
Fund Balance	830,777	-	-	883,166	-	-	128,600	-	-	1,842,543
Total Funding	23,360,240	1,046,910	1,175,780	2,821,306	890,469	3,011,857	128,600	2,949,159	721,735	36,106,056
Expenditure	23,360,240	1,046,910	1,175,780	2,821,306	890,469	3,011,857	128,600	2,949,159	721,735	36,106,056
<u>Amendment #5</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	107,604	-	361,500	-	-	107,604	-	-	-	576,708
Fund Balance	-	-	-	-	-	-	1,200	-	-	1,200
Total Funding	107,604	-	361,500	-	-	107,604	1,200	-	-	577,908
Expenditure	107,604	-	361,500	-	-	107,604	1,200	-	-	577,908
<u>Budget Thru Amend #5</u>										
<u>Funding</u>										
Revenue/Loans/Trans In	22,637,067	1,046,910	1,537,280	1,938,140	890,469	3,119,461	-	2,949,159	721,735	34,840,221
Fund Balance	830,777	-	-	883,166	-	-	129,800	-	-	1,843,743
Total Funding	23,467,844	1,046,910	1,537,280	2,821,306	890,469	3,119,461	129,800	2,949,159	721,735	36,683,964
Expenditure	23,467,844	1,046,910	1,537,280	2,821,306	890,469	3,119,461	129,800	2,949,159	721,735	36,683,964

FY 21 Budget Amendment #5 - 2nd Hearing

General Fund

	Budget Thru Amend #4	Amendment #5	Budget Thru Amend #4
<u>Funding</u>			
Revenue/Loans/Trans In	22,529,463	107,604	22,637,067
Fund Balance	830,777		830,777
Total Funding	23,360,240	107,604	23,467,844
<u>Expenditure</u>			
Commission	134,581	-	134,581
City Manager	678,131	-	678,131
General Fund Non-Department	10,200,976	24,604	10,225,580
Human Resources	324,794	4,000	328,794
Clerk	399,453	2,000	401,453
Attorney	445,000	-	445,000
Finance	692,446	-	692,446
Planning & Community Dev	293,922	-	293,922
Building & Licenses	462,225	-	462,225
Parks & Recreation	799,842	-	799,842
Police	5,807,142	2,000	5,809,142
Code Enforcement	330,280	20,000	350,280
Public Works - Admin	361,789	-	361,789
Public Works - Bldg Maintenance	710,583	-	710,583
Public Works - Streets	852,091	55,000	907,091
Public Works - Trash	186,886	-	186,886
Public Works - Vehicle Maintenance	680,099	-	680,099
Total Expenditure	23,360,240	107,604	23,467,844

FY 21 Budget Amendment #5 - Second Hearing

<u>#</u>	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
1	<u>HR - Employee Physicals</u>							
	HR	Exp	13-513311	Employee Physicals	5,800	4,000	9,800	Additional year-end employee physicals
	Non-Dept	Exp	19-519390	Contingency *	2,488,986	(4,000)	2,484,986	
	* Budget Adjusted From Prior Amendments							
2	<u>City Clerk - Postage</u>							
	Clerk	Exp	16-512420	Postage & Freight	2,000	2,000	4,000	Additional year-end postage
	Non-Dept	Exp	19-519390	Contingency *	2,484,986	(2,000)	2,482,986	
	* Budget Adjusted From Prior Amendments							
3	<u>Non-Department - Professional Services</u>							
	Non-Dept	Exp	19-519312	Other Professional Services	172,350	20,000	192,350	Additional grant application fees and Police Station feasibility study
	Non-Dept	Exp	19-519390	Contingency *	2,482,986	(20,000)	2,462,986	
	* Budget Adjusted From Prior Amendments							
4	<u>Police Patrol - Miscellaneous</u>							
	Patrol	Exp	22-521466	Repair & Maint - Veh & Equip	-	1,500	1,500	Radio Repairs Badges K-9 Handler Vest
	Patrol	Exp	22-521521	Clothing & Uniform Expense	20,540	2,000	22,540	
	Patrol	Exp	22-521645	Canine Unit	-	1,600	1,600	
	Patrol	Exp	22-521648	Vehicle Lease	257,000	(5,100)	251,900	
5	<u>Police Administration - Miscellaneous</u>							
	Pol Admin	Exp	36-521493	General Expenses	12,500	2,000	14,500	K-9 and other supplies Badges, including cancer awareness badges
	Pol Admin	Exp	36-521521	Clothing & Uniform Expense	1,500	2,000	3,500	
	Pol Admin	Exp	36-521528	Software Maintenance	160,441	(4,000)	156,441	
6	<u>PW - Streets - Beautification & Lawn Maintenance</u>							
	PW - Steets	Exp	41-541340	Other Contracted Services	214,000	31,000	245,000	Lawn maintenance & tree trimming (beautification) Bucket truck - tree trimming (beautification)
	PW - Steets	Exp	41-541440	Rentals & Leases	5,000	3,000	8,000	
	Non-Dept	Exp	19-519390	Contingency *	2,462,986	(34,000)	2,428,986	
	* Budget Adjusted From Prior Amendments							
7	<u>Safe Neighborhood CIP - Cairo Lane / Bank Service Charges</u>							
	Safe Neigh	Exp	44-541820	Cairo Lane	-	356,500	356,500	Cairo Lane expense is the temporary road project plus this fund's share of the clean-up of illegal dumping. General Expense is bank service charges charged to this fund.
	Safe Neigh	Exp	44-541493	General Expense	-	5,000	5,000	
	Safe Neigh	Trf In	320-381001	Transfer In From Gen Fund	460,515	361,500	822,015	
	Non-Dept	Trf Out	19-581320	Transfer Out From Gen Fund	460,515	361,500	822,015	
	Non-Dept	Exp	19-519390	Contingency *	2,428,986	(361,500)	2,067,486	
	* Budget Adjusted From Prior Amendments							

FY 21 Budget Amendment #5 - Second Hearing

#	Amendment Details				Budget	Adj	Revised	
8	Debt Service - Enhanced Revenue							
	Dbt Svc	Rev	230-335120	State Revenue Sharing	580,383	107,604	687,987	Additional revenue in Debt Service Fund permits increased transfer to General Fund which is used to increase Contingency
	Dbt Svc	Trf Out	83-513910	Transfer Out To Gen Fund	1,801,960	107,604	1,909,564	
	Gen Fund	Trf In	001-381230	Transfer In From Debt Svc	1,801,960	107,604	1,909,564	
	Non-Dept	Exp	19-519390	Contingency *	2,067,486	107,604	2,175,090	
	* Budget Adjusted From Prior Amendments							
9	Information Technology - Telephone Service							
	IT	Exp	85-512411	Telephone	118,000	8,000	126,000	Additional telephone service charges
	IT	Exp	85-512646	Computer Equipment	62,000	(8,000)	54,000	
Second Hearing Additions								
10	City Clerk - Travel							
	Clerk	Exp	16-512400	Travel & Per Diem	-	1,500	1,500	FY 22 travel expense currently indicated in FY 21 accounts.
	Clerk	Exp	16-512440	Rentals & Leases	8,472	(1,500)	6,972	
11	Finance - Consulting Services							
	Finance	Exp	17-513312	Other Professional Services	337,500	20,000	357,500	Additional consulting services
	Non-Dept	Exp	19-519390	Contingency *	2,175,090	(20,000)	2,155,090	
	* Budget Adjusted From Prior Amendments							
12	Police - Patrol - Uniforms							
	Pol Ptrl	Exp	22-521521	Clothing & Uniform Expense	22,540	2,000	24,540	Additional uniform expense
	Non-Dept	Exp	19-519390	Contingency *	2,155,090	(2,000)	2,153,090	
	* Budget Adjusted From Prior Amendments							
13	Sewer - Other Contracted Services							
	Sewer	Exp	35-535340	Other Contracted Services	335,667	18,000	353,667	Additional Contract Services
	Sewer	Exp	35-535210	FICA	12,410	(1,000)	11,410	
	Sewer	Exp	35-535220	Retirement	16,250	(4,000)	12,250	
	Sewer	Exp	35-535440	Rentals & Leases	5,000	(5,000)	-	
	Sewer	Exp	35-535461	Repair & Maintenance - Building	12,000	(8,000)	4,000	
14	Roads & Streets - Streetlight Electricity							
	Rds & Strts	Exp	41-541430	Electricity, Gas & Water	168,000	20,000	188,000	Additional streetlight electricity
	Rds & Strts	Exp	41-541440	Rentals & Leases	8,000	1,000	9,000	
	Non-Dept	Exp	19-519390	Contingency *	2,153,090	(21,000)	2,132,090	
	* Budget Adjusted From Prior Amendments							

FY 21 Budget Amendment #5 - Second Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
15	<u>Stormwater - Interest</u>							
	Strmwtr	Exp	43-533720	Interest	-	13,000	13,000	Additional interest. Being researched.
	Strmwtr	Exp	43-538120	Salaries - Regular	125,886	(13,000)	112,886	
16	<u>Water Distribution - Contract Services</u>							
	Water	Exp	64-533120	Salaries - Regular	146,054	(44,000)	102,054	To cover billing and collection fees budgeted in another division
	Water	Exp	64-533340	Other Contracted Services	70,000	66,000	136,000	
	Water	Exp	64-533433	Purchase Of Water	1,331,870	(22,000)	1,309,870	
17	<u>Special Law Enforcement - Miscellaneous</u>							
	SLE	Exp	65-521521	Clothing	-	200	200	Minor adjustments to cover open encumbrances
	SLE	Exp	65-521644	Public Safety Equipment	500	1,000	1,500	
	SLE	Fnd Bal	165-383010	Transfer-In Fund Balance	128,600	1,200	129,800	
18	<u>Parks & Recreation - Education</u>							
	Prk & Rec	Exp	72-572541	Educational Costs	4,000	500	4,500	Minor adjustment
	Prk & Rec	Exp	72-572552	Elderly Services	14,508	(500)	14,008	
19	<u>Risk Management - Benefits</u>							
	Risk	Exp	84-513220	Retirement	4,003	1,500	5,503	Minor benefits adjustment
	Risk	Exp	84-513230	Life And Health Insurance	8,009	(1,500)	6,509	
20	<u>Information Technology</u>							
	IT	Exp	85-512340	Other Contracted Services	17,000	(9,000)	8,000	Minor rebalancing of accounts
	IT	Exp	85-512411	Telephone	126,000	9,000	135,000	
	IT	Exp	85-512528	Software Licensing	205,227	10,000	215,227	
	IT	Exp	85-512646	Computer Equipment	54,000	(10,000)	44,000	
21	<u>City Clerk</u>							
	Clerk	Exp	16-512230	Life And Health Insurance	33,314	300	33,614	Minor rebalancing of accounts
	Clerk	Exp	16-512312	Other Professional Services	24,000	(300)	23,700	