

CITY OF OPA-LOCKA

The City of Bright Opportunities



REGULAR COMMISSION MEETING Agenda

**Wednesday, September 13, 2023
7:00 PM**

*Commission Chamber
780 Fisherman Street, 3rd Floor
Opa-locka, FL 33054*

City Commission

**Mayor John H. Taylor, Jr.
Vice Mayor Natasha L. Ervin
Commissioner Sherelean Bass
Commissioner Joseph L. Kelley
Commissioner Veronica Williams**

Appointed Officials

**Interim City Manager Darvin Williams
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 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

AGENDA
REGULAR COMMISSION MEETING
September 13, 2023
7:00 PM

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

Strategic Planning Session Minutes - June 8, 2023

Independence Day Celebration Workshop Minutes - June 23, 2023

Citywide Beautification Workshop Minutes - June 27, 2023

Regular Commission Meeting Minutes - July 12, 2023

Regular Commission Meeting Minutes - July 26, 2023

- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**

Caballero, Fierman, Llerena, Garcia, LLP
ref: Audit Preparation Services for Fiscal Year Ended 2022

- 11. CITIZENS' FORUM:**
(Opportunity for discussion of any concerns – please limit to 3 minutes)

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING _____ AS THE CITY'S INDEPENDENT PROFESSIONAL BACKGROUND SCREENER TO CONDUCT A LEVEL 2 BACKGROUND SCREENING AND ALL OTHER BACKGROUND CHECKS NECESSARY TO COMPORT WITH THE CITY'S ESTABLISHED PROCEDURES FOR THE SELECTION OF A CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission***
2. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO IDENTIFY FUNDING FOR THE RE-ESTABLISHMENT OF THE CITY'S CHAMBER OF COMMERCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
3. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING MONTHLY BINGO EVENT AND SUPPORTING EXPENDITURES FOR FISCAL YEAR 2023-2024, TO BE SPONSORED BY MAYOR TAYLOR, AND CO-SPONSORED BY VICE MAYOR ERVIN AND COMMISSIONER KELLEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***
4. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE PROCUREMENT OF THE APPROPRIATE ITEMS FOR THE COMMUNITY BABY SHOWER, TO BE HELD IN SEPTEMBER 2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***
5. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY ATTORNEY TO PRESENT ALL INVOICES IN A WORKSHOP SETTING PRIOR TO PAYMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Bass***
6. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO SCHEDULE A PLANNING AND ZONING WORKSHOP TO ALLOW THE CITY COMMISSION TO REVIEW AND MAKE RECOMMENDATIONS REGARDING PLACEMENT FOR COMMERCIAL BUSINESSES; PROVIDING FOR INCORPORATION OF**

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams*

7. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE AGREEMENT WITH GULFSTREAM PETROLEUM SERVICES, INC. TO INCREASE THE SUBSTANTIAL COMPLETION OF WORK DEADLINE AND REMOVE THE BOND REQUIREMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
8. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A HAZARD MITIGATION GRANT APPLICATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA REGION IV) HAZARD MITIGATION GRANT PROGRAM FOR TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$2,410,000.00) WITH A CITY MATCH OF EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) TO MITIGATE FLOODING ISSUES IN ZONES #1 AND #2 WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
9. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF SAFETY HARBOR CONTRACT WITH STANTEC CONSULTING SERVICES, INC., TO CONDUCT AN IMPACT FEE UPDATE STUDY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00), IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
10. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF RAFTELIS FINANCIAL CONSULTANTS, INC. FOR WATER, WASTEWATER, AND STORMWATER RATE STUDY SERVICES, PURSUANT TO RFP NO. 23-0627200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND, THREE HUNDRED SIXTY DOLLARS (\$59,360.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
11. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT RT0620, TO PROCURE A PUMP STATION TELEMETRY SYSTEM, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TEN THOUSAND, SIX HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS (\$210,654.60); PROVIDING FOR INCORPORATION OF**

RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

12. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE PURCHASE OF A GODWIN S SERIES SMART BYPASS PUMP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
13. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE PURCHASE OF TWO SUBMERSIBLE PUMPS FOR PUMP STATION #1; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
14. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM FEDERAL GRANT WRITING SERVICES FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
15. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM NON-FEDERAL GRANT WRITING SERVICES FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
16. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ORIGINAL IMPRESSIONS, LLC. FOR GATEWAY ENTRY SIGNAGE INSTALLATION SERVICES, PURSUANT TO RFP NO. 23-0609200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ORIGINAL IMPRESSIONS, LLC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$199,00.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
17. **AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH CABALLERO, FIERMAN, LLERENA, GARCIA, LLP FOR INDEPENDENT CONSULTANT AUDIT SUPPORT SERVICES; REPEALING RESOLUTION NO. 22-034 THAT AWARDED THE SAME SERVICES TO THE FIRM ANTHONY BRUNSON, P.A., PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
2. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***
3. **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, 2022 AND ENDING SEPTEMBER 30, 2023, ADJUSTING REVENUES AND EXPENDITURES AS REFLECTED IN EXHIBIT "A"; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGETS AND EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATIONS AND AMENDMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

4. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE CITY OF OPA-LOCKA'S COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)(i), FLORIDA STATUTES (2021); PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
5. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, GRANTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) A PERPETUAL EASEMENT DONATION FOR PARCEL 800, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
6. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "CITY COMMISSION", SECTION 2-27 ENTITLED "EXPENSE ACCOUNT FOR MAYOR AND EACH CITY COMMISSIONER" TO INCREASE MONTHLY EXPENSE REIMBURSEMENT ALLOWANCES FOR THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Commissioner Williams*

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

1. **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE SECTION OF SERVICE ROAD FROM NORTHWEST 22ND AVE TO NORTHWEST 18TH AVE AS DEBORAH SHEFFIELD IRBY ROAD; PROVIDING FOR A REPEALER; SEVERABILITY AND EFFECTIVE DATE (first reading / public hearing held on July 26, 2023).** *Sponsored by Mayor Taylor*

C. RESOLUTION(S):

17. **CITY MANAGER'S REPORT:**
18. **OFFICIAL BOARD REPORTS:**
19. **MAYOR/COMMISSION REPORTS:**

20. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Williams)

Housing Authority and Nuisance Abatement Board

- 1 individual appointment (Mayor Taylor)
- 1 individual appointment (Commissioner Williams)

Local Financial Oversight Board

- 1 at-large appointment

Teen & Young Adult Advisory Board

- 1 individual appointment (Commissioner Bass)
- 1 individual appointment (Commissioner Kelley)

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

1. City of Opa-locka Mayor & Commission invite you to Commissioner Joseph L. Kelley's Meet Me Monday, **September 11, 2023** at 6:00 PM, Renewed Bethel Baptist Church, 15000 NW 27th Avenue, Opa-locka, FL.
2. Opa-locka Community Redevelopment Agency Meeting, **Tuesday, September 12, 2023** at 6:00 p.m., City Commission Chambers, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.
3. City of Opa-locka Mayor & Commission invite you to Mayor John H. Taylor's Business Luncheon on **Thursday, September 14, 2023** from 11 a.m. - 1 p.m., The ARC, 675 Ali Baba Avenue, Opa-locka, FL.
4. City of Opa-locka Mayor & Commission, in partnership with FLHSMV, invites you to a Florida Licensing On Wheels event hosted by Commissioner Joseph L. Kelley, **Friday, September 15, 2023** from 9:00 A.M. - 1:00 P.M., at Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida. Appointment Required by calling 305.953.2800
5. City of Opa-locka Mayor & Commission, in partnership with Feeding South Florida, invites the community to a Monthly Free Food Walk-Thru Distribution hosted by Commissioner Joseph L. Kelley, **Friday, September 15, 2023** from 10:00 A.M. - 1:00 P.M., first come, first served, at Segal Park, 2331 NW 143 Street, Opa-locka, Florida.
6. City of Opa-locka Mayor & Commission invite you to the Ingram Park Fun Day hosted by Commissioner Joseph L. Kelley, **Saturday, September 16,**

- 2023** from 1:00 PM - 5:00 PM, Ingram Park, 2100 Burlington St, Opa-locka, FL.
7. **City of Opa-locka Community Relations, Recreation & Activities Board Meeting on [Tuesday, September 19, 2023](#) at 6:00 p.m., City of Opa-locka Municipal Complex, 780 Fisherman Street, 3rd Floor, Opa-locka, FL.**
 8. **City of Opa-locka Mayor & Commission invite you to the Street Designation Ceremony in memory of former Vice Mayor Dottie Johnson, hosted by Commissioner Joseph L. Kelley, [Friday, September 29, 2023](#) at 10:00 AM, Superior St & NW 22nd Place**
 9. **City of Opa-locka Mayor & Commission invite you to a Fishing Tournament hosted by Commissioner Joseph L. Kelley on [Saturday, September 30, 2023](#) at 9:00 a.m., Ingram Park, 2100 Burlington St, Opa-locka, FL.**
 10. **City of Opa-locka Mayor & Commission invite you to a Community Baby Shower sponsored by Commissioner Dr. Sherelean Bass, [Saturday, September 30, 2023](#) from 2 p.m. - 5 p.m., Sherbondy Park Pavilion, 777 Sharazad Blvd, Opa-locka, FL.**
 11. **City of Opa-locka Mayor & Commission invite you to CONGA-LOCKA Latin Music Festival, [Friday, October 6, 2023](#) from 3:00 p.m. - 11:00 p.m., City of Opa-locka Government Center, 780 Fisherman Street, Opa-locka, Florida.**
 12. **Free aerobics classes sponsored by Mayor John H. Taylor, Jr. [every Monday & Wednesday](#) from 6 p.m. - 7 p.m., Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL.**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

CITY OF OPA-LOCKA
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**CLERK'S ACTION SUMMARY MINUTES
STRATEGIC PLANNING SESSION**

**Thursday, June 8, 2023
6:00 p.m.**

1. WELCOME/OPENING REMARKS:

Mayor John Taylor called the Workshop to order at 6:11 p.m. on Thursday, June 8, 2023.

2. ROLL CALL:

The following members of the City Commission were present: Mayor John H. Taylor Jr., Commissioner Sherelean Bass and Commissioner Veronica J. Williams. Also, in attendance were: Interim City Manager Darvin Williams, Deputy City Clerk Christopher Wills and Executive Assistant to the Mayor and Commission Myia Hepburn.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. DISCUSSION ITEMS:

Mayor Taylor stated that the Strategic Planning Session was scheduled in order to bring the Mayor and Commission to come together with the City Manager and City Department Directors to set their vision for the up-coming year, recognizing that the City was going into budget season. He explained that they chose to host the meeting at the Carrie Meek Foundation so that the conversation could take place somewhere different, and he said that he also wanted to ensure that everybody could have their voice heard. The Mayor said it would be a working dinner.

Parks and Recreation Department

Commissioner Williams suggested additional funding for the Parks & Recreation Department and engaging third party organizations to expand the sports offerings that are available at City parks.

Commissioner Bass suggested that additional funding be provided for Parks & Recreation to improve the facilities and she pointed out that some of the youth are not interested in sports, adding that they should consider adding different kind of programming at the City parks.

Mayor Taylor joined Commissioner Bass in suggesting a different caliber of programming at City parks, including teaching English as a second language and karate. The Mayor also said he would like to see at least one of the park fields re-surfaced. Additionally, he suggested that sports that appeal to a diverse group be offered, including soccer, baseball and pickleball. He expressed his hope that all of the parks could be fully programmed year-round. The Mayor also joined Commissioner Williams in recommending that the City engage in partnerships, adding that it could include tutoring and other sports programs.

Interim City Manager Williams pointed out that many third-party organizations require that the City have official sized facilities, which he noted is not the case for the basketball court and pool at Sherbondy Park. The Manager stated that they may be able to find the money to expand the basketball court, because they have an excellent team that can't have home games, but he said the pool would extend into the park. He also said that there were plans to put a soccer field, track field and basketball court at Ingram Park, which he stated would cost \$1.25 million.

Business Community Outreach

Interim City Manager Williams stated that the business community was very disgruntled and asked the Mayor and Commission how the City can be more creative with their efforts to get engaged with the business community.

Commissioner Bass noted that the Mayor and Commission are not business people and stated that they need to hear the voice of the business community, to know what they want from the City.

Mayor Taylor said he would like to see a budget line item for small business grants, including for beautification. The Mayor said that instead of them having to reach outside of the City of Opa-locka for resources, to be able to come to the City directly.

Interim City Manager Williams stated that the City has approximately 16,000 residents and five hundred businesses. He said that many of the business owners feel that because they pay a significant amount of the total tax revenue the City receives, that they feel they are floating the City and are wondering what they get in exchange.

Mayor Taylor inquired about establishing a Chamber of Commerce.

Interim City Manager Williams stated that there were proposals being received for the Chamber of Commerce and that they would be presented to the Commission.

Commissioner Williams said it was important to give the business community a voice, especially the small businesses, and help them market themselves. The Commissioner said that it is known that the people running for office go to businesses for donations and to put their signs in their window, and she said that they are taking but not giving. She then went on to ask the businesses that are illegal.

Commissioner Bass suggested that a networking event be planned.

Mayor Taylor said he had shared with Interim City Manager Williams that other municipalities have a shop local initiative, using QR codes that list all of the businesses in every category. The Mayor also suggested that a Shop Opa-locka website could promote the businesses as well as employment opportunities.

Interim City Manager Williams informed the Mayor and Commission that the City had begun to offer preferential treatment to businesses in the City of Opa-locka, through the Request for Proposals process in addition to highlighting a local business on a monthly basis. He said that the Dominican restaurant DC2WIN was about to go out of business and that her sales increased by \$15,000 a month after the City included them in the local business highlight.

Mayor Taylor asked to hear from the City Department Directors, stating that they have ideas.

Planning and Community Development Director Gregory Gay stated that the parks are important to families who want to get their children out of the house and into the sunshine. Director Gay also pointed out that Ingram Park was the only park with a body of water and lamented that it is not used by the Residents, despite being used by non-residents and he expressed his hope that the lake at Ingram Park would be activated with park programming for Residents.

Commissioner Williams asked what could be done to ensure that Residents are using the City's facilities.

Planning and Community Development Director Gregory Gay suggested that the City could make kayaks, paddle boats and sailboats available at the Ingram Park lake, noting that there is nothing to do there except fishing.

Public Works Director Airia Austin pointed out that there are many third-party vendors that would be able to teach people how to kayak and swim, removing the liability from the City.

Mayor Taylor and Commissioner Williams agreed that utilizing a third party makes sense.

Interim City Manager Williams said that no one is more excited about activating the Ingram Park waterfront than he is, expressing excitement for a waterpark, but he said that there are a lot of challenges and that it would be 3 to 5 years before the City could be in a position to do it. He said that as City Manager, he has to consider water quality testing and additional regulations for watercrafts. Manager Williams added that even if the City had a third-party vendor do it, there are certain liabilities that the City can't get away from.

Commissioner Bass asked if people should not be in Ingram Park lake, in the state it is in right now.

Interim City Manager Williams stated that it is illegal for anybody to be on the Ingram Park lake water, which is why he has Police patrolling the area, because if anything happens on the water, he said that the City is liable. Manager Williams added that the area was being developed to prevent people from having direct access.

Commissioner Bass if the City would still be liable with posted signs.

Interim City Manager Williams stated that the City would still be liable because it is the City's land. Manager Williams said that he didn't want the Mayor and Commission to be discouraged, stating that he still believes that the City of Opa-locka will have its water park, expressing his hope that it could be done in less than 3 years.

Parks and Recreation Department Director Zonya Ray stated that despite everybody thinking of sports when they think of the parks, she said that sports and academics go together. Director Ray acknowledged the challenge with the youth being more interested in technology than coming to the parks, and she said that they are engaging them with programming like drama, singing and mentorship. She further explained that she was collaborating with the person in charge of the drama program for the City of Miami, to get it off the ground in Opa-locka.

Human Resources Director Alexia Robotham shared that she has extensive experience with cultural affairs, from her time working with Miami-Dade County and offered her help and support.

Commissioner Williams said that she would like to see more invested in the Parks and Recreation Department. The Commissioner also said that it kills her when the City is doing stuff at the parks and she drives past kids, asking how the City can tell them that the events are happening.

Commissioner Bass noted that children may not be interested in going to Sherbondy Village but are interested in going to the park.

Interim City Manager Williams then encouraged City Staff to provide their insights on business community outreach.

Code Enforcement Manager Wilma Wilcox recalled having obtained a list of all of the businesses in the City of Opa-locka and having organized a Business Expo with excellent participation, with the elected officials helping them realize that as business owners, they are a part of the City.

Mr. Solomon Bankole from the Planning and Community Development Department stressed the importance of building relationships.

Budget Administrator Anathan asked if what was being discussed would be coordinated with the Community Redevelopment Agency.

Interim City Manager Williams stated that the challenge is that the Community Redevelopment Agency only covers part of the City of Opa-locka, and he said that coordination was dangerous. The Manager said that when he is made aware of a Community Redevelopment Agency program, he tries to recreate it on the City side, so that Residents who don't live in the Community Redevelopment Agency jurisdiction, do not get upset that they don't qualify for one of their programs.

Resident Services & Amenities

Mayor Taylor stated that he had previously shared with Interim City Manager Williams that the City needs a Human Services Department, and he also suggested that the City create a program for special needs youth who age out of the education system, which he suggested could include job placement.

Code Enforcement Manager Wilcox recalled that there was a program in Liberty City for those young people who age out, which provided funds and helped with the things they need.

Commissioner Bass suggested that a space be created to provide Residents in need with clothing, food and resources.

Code Enforcement Manager Wilcox said that an organization like Dress For Success could help the City with that.

Mayor Taylor stated that it would be something that a Human Services Department could maintain.

Budget Administrator Anathan said that his sense was that the Build Better Opa-locka App is underutilized.

Interim City Manager Williams acknowledged that it is underutilized, but he said that the number of Residents who engage with it is surprising.

Mr. Solomon Bankole from the Planning and Community Development Department shared that other municipalities are utilizing information booths, which are touch screen and user-friendly.

Mayor Taylor asked if the Build Better Opa-locka App could be changed to the Opa-locka App, noting that other municipalities just use the name of their city for their app.

Interim City Manager Williams stated that some name changes were being considered.

Media & Public Relations

Mayor Taylor noted that the public relations firms that the City has had, often deliver a better work product for other municipalities that they work for, and he said that they state it is because of Opa-locka's limited budget, suggesting that additional funding would be needed.

Interim City Manager Williams stated that since the City hired Roar Media, the City has been on higher level media outlets, than they have been during any other Administration. The Manager then acknowledged that flyers are not their thing, stating that even he said he couldn't do it anymore, acknowledging the challenges with Roar Media.

Commissioner Williams stated that Interim City Manager Williams was right that there has been a lot of positive press. The Commissioner then said that she thinks the City needs someone for public relations on City Staff, stating that it shouldn't always fall on the City Clerk's Office to support the initiatives of the Mayor and Commission and the City. She went on to say that no media company has hit the process hard, to change the narrative about Opa-locka, stating that she sees Roar Media kind of doing it. The Commissioner said that everything they had spoken about, including the Parks and Recreation Department initiatives and the outreach to businesses, will require marketing, and she said that it would require walking the neighborhoods and knocking on doors. She said that she is willing to support legislation to budget more money for it, but it would need to be with a public relations firm that can actually do that work.

Interim City Manager Williams stated that the City doesn't rely just on Roar Media. The Manager shared that a marketing plan had been created, but that it had not been executed. He said that a newsletter was being planned that is not part of the Roar Media contract. The Manager then said that the best attended City event was the American Rescue Plan Act Workshop, and he said that the only thing the City did differently was a mailer was put into the water bill, which had to be approved by Miami-Dade County. He suggested that additional time be provided for the planning and promotion of events.

Commissioner Williams acknowledged that the Commission could do better in terms of their events, but she said that she was talking about changing the narrative of the Community. Citing the example of the illegal dumping initiative, she asked how the City can inform the Community about it. The Commissioner then said that the City does not do a good enough job highlighting every single City Department, noting that they are commended for an excellent job at Commission Meetings, but lamenting that everyone else doesn't know about their great job. She said that they have to do better so that Residents change their thought process, noting that they couldn't even give them a raise because they think they are people they are not, and she asked how they can fix that.

Mayor Taylor stated that whichever public relations firm was chosen, they need to be advised that the City of Opa-locka is a unique place. The Mayor then said that perhaps they should go grassroots and suggested that they include a one sheet newsletter in the monthly water bill.

Interim City Manager Williams stated that they can't do one sheet.

Mayor Taylor suggested that it could just include the events for the month and asked what size it could be.

Interim City Manager Williams stated that it could be letter sized.

Mayor Taylor said that was more than enough and would be a start to getting the word out. The Mayor said that there are wonderful things happening in Opa-locka, and that other elected officials have recommended changing the culture because everyone has a negative narrative in their head about Opa-locka. He lamented that people don't know about the good things that the City's Departments are doing, stating that he doesn't mind knocking on doors. The Mayor said that he was willing to plan events 90 days in advance, but he said that things sometimes come up.

Interim City Manager Williams stated that his Office received a flyer on a Monday, for an event that was on that Wednesday, and he said that was not an exaggeration.

Commissioner Williams asked if it was one of her events.

Interim City Manager Williams stated it was not Commissioner Williams' event.

Commissioner Williams said that Interim City Manager Williams was right and that the Commission needs to fix their stuff. The Commissioner pointed out that the entire Commission is trying to do stuff, but stressed her point about changing the narrative, adding that they need a firm that knows the Community and stating that the City has a firm that doesn't.

Parks & Recreation Department Director Ray suggested that the City reach out to the Community to determine what Residents want to see from each City Department and said that the City needs to go to the Residents. Director Ray also said that many Residents are not on social media, and asked how the City is going to reach out to those Residents.

Mr. Solomon Bankole from the Planning and Community Development Department lamented that there is a disconnect.

Commissioner Williams acknowledged that Residents don't know about the legislative agenda items being sponsored by the Commission and said that they don't do a good enough job telling Residents about the work they do, and they have to figure out how to put that message out.

Community Relations, Recreations & Activities Board Member Kimberlee Downer pointed out that the information about the Strategic Planning Session was just posted the previous day.

Interim City Manager stated that while the Strategic Planning Session was open to the public, the focus was for the conversation for the Elected Officials and City Department Directors.

Mayor Taylor stated that the Commission heard her about the need for better communication with Residents.

Commissioner Bass shared that she and Commissioner Williams were at Ingram Park a couple of months ago for the beautification project, and she said that one of the Residents asked what the Commissioners do, clarifying that it was not asked in a rude way, but that she just wanted to know what their job was. The Commissioner said that the Residents don't know what their job is, and asked how they can get that to the Community.

Mayor Taylor said he had previously suggested that a Citizens Academy be created, which he acknowledged that the Commission could do, to let Residents know what the City does.

Planning & Community Development Director Gregory Gay pointed out that other municipalities do interviews with their elected officials about the services provided and the programs that are available, which he said helps the public have a better understanding.

Interim City Manager Williams shared that there are plans to redevelop the City's website.

Beautification

Mayor Taylor stated that his priorities included beautification and capital improvement projects including infrastructure. The Mayor said that he would like to beautify the City's main corridors and ensure that the signage when you are driving into the City, is welcoming.

Interim City Manager Williams then stated that the same Commissioner directed him to tow people's cars and then when the Residents complained, said they were going to submit a public records request to determine why the cars were towed.

Mayor Taylor said that he wants the City to get to the point that when you drive into Opa-locka, it is beautiful. The Mayor then pointed out that it had been previously brought up that the City goes after Residents, despite some of the City's own buildings not being up to par. He said that he just wants the City to be right, acknowledging that things like the painting of the buildings was being done, but adding that they need to talk about the color of the buildings.

Interim City Manager Williams stated that the colors were based on Moorish architecture.

Mayor Taylor acknowledged the progress that was being made but suggested that the City take a more aggressive approach on beautification. He noted that Commissioner Williams had made the point that people eat with their eyes and will equate seeing a beautiful City with the fact the City is moving forward.

Commissioner Bass suggested that the City find a way to have business owners buy into beautification projects, because it has to be maintained.

Mayor Taylor also noted that the Beautification Division was doing the work as well, acknowledging that they are stretched when they are supposed to be doing one thing, but the City has them doing something else, being pulled in different directions.

Commissioner Williams suggested that they develop a plan for beautification like the parks master plan, because she said that it seems like they are piecemealing beautification. The Commissioner said that all of the Commission Members want several aspects of beautification. She suggested that all they needed to do was look at the plan from the City next to Opa-locka, to determine what moved them from being dirty and called Murder Gardens. The Commissioner said that the first thing she noticed was the complete change of their gateway signage.

Interim City Manager Williams stated that he has never worked this hard and that he is being told that the amount of progress being accomplished, had never been seen in Opa-locka, but he said that it never seems to be good enough. The Manager said that the gateway legislation and request for proposals had been issued, and that Roar Media designed beautiful gateways, adding that a vendor had to be selected to be brought before the Mayor & Commission for approval. He said that they are doing everything that they can as fast as they can, but he can't get the gateways up any faster than the law allows him to.

Commissioner Williams stated that she was just using the gateways as an example.

Interim City Manager Williams then said that before his Administration, the City had \$600,000 - \$1 million in illegal dumping on an annual basis, and that it has been narrowed down to tens of thousands of dollars per month, which he said is like a 1000% decrease, and a significant increase in the beautification of the City, adding that it is noticeable. The Manager said things like that and the division that was created are measurable, but he said that most of the time the Beautification Division is doing events, and asked if the Commission wants their events done or if they want them cleaning the streets. He added that the Beautification Division is getting significant overtime because many events are on the weekend and are being pulled in preparation for the events. Manager Williams said that the Administration and Elected Officials need to get on the same page, because they want

the same things, and the Administration wants to support the Elected Officials. He said that as City Manager, he wants Opa-locka to look better than Miami Gardens.

Commissioner Williams suggested that communication needs to improve, because she didn't know some of the things that Interim City Manager Williams stated and that assumptions should not be made. While acknowledging that she can ask for updates, she pointed out that updates are being requested at Commission Meetings, because the Mayor & Commission is not receiving those updates. She said that it can't all fall on the Interim City Manager, noting that he communicates with her, but that she does not receive communication from the City Staff, and she suggested that that Staff communicate as well.

Mayor Taylor offered assurances that the comments being made were not meant to be an attack, noting that the Interim City Manager Williams got offended. The Mayor acknowledged that the Commission sees the positive movement, adding that it had been said that the City Departments are doing great, but that nobody knows about it. He then went on to reiterate that they are being pulled in different directions and can't really focus on the job that they're supposed to be doing, because they are doing another job. He said that the Commission heard Interim City Manager Williams and agreed with him about the importance of allowing City Staff to do their job.

Interim City Manager Williams said that they are all on the same page.

Code Enforcement Manager Wilma Wilcox shared that she had brought the liter trash being disposed of by the people being serviced by the Department of Children & Families at the State of Florida building and urged them to address it. Manager Wilcox then shared that when she was in charge of the NET Office in Liberty City, she had 2 to 3 people that did nothing but make sure that the swales were clean and suggested that it should be considered for Opa-locka.

Human Resources Director Alexia Robotham stated that the City was going to begin on-the-spot hiring with conditional offers, pending drug testing. She said that the goal was to complete 15 to 25 interviews.

Commissioner Bass inquired about the inmate program.

Public Works Director Airia Austin stated that there is a shortage of inmates.

Mayor Taylor said that was a good thing.

Police Services

Interim City Manager Williams stated that the Opa-locka Police Department currently has forty-seven sworn Officers. He then stated that he was anticipating a significant drop in the number, which he said that he would inform the Mayor & Commission about at a later time. The Manager said that they need at least 52 Officers. He also said that once the City acquires the five additional Police vehicles that were already in the pipeline, all of the sworn Officers would have a Police Car. Noting that their salary had been increased by \$10,000, he said that it is \$3,000 to \$5,000 short of the average in Miami-Dade County, which he said at least makes Opa-locka competitive. He then said that the Police Benevolent Association Contract was once again up for negotiation. The Manager also said that the Community Policing Division had been created. He expressed concern that despite the push to get the crime rate down, that they don't have enough bodies and he said that the crime rate could rise. The Manager pointed out that the first thing the business community looks at is the crime rate.

Mayor Taylor suggested that the City sponsor Police Academy Cadets, pointing out that several other municipalities do it, with a requirement to remain employed by the city for 3 to 5 years. The Mayor asked if that could be budgeted for in the upcoming year.

Interim City Manager Williams confirmed that it could be.

Commissioner Williams said that she thinks that would be a game changer. The Commissioner then shared that one of the Police Officers at her school told her that they chose Miami-Dade County Public Schools Police Department because they went to the Police Academy and the City of Opa-locka didn't call them fast enough. She lamented that the City lost a really suitable candidate who knows Opa-locka, and also said that another Miami-Dade County Public Schools Police Department Officer that she met used to be an Opa-locka Police Department Officer, stating that other agencies are aggressively going after the City's own Officers. She said that there is something else the City has to do and expressed her hope for the Police Benevolent Association contract.

Interim City Manager Williams stated that the way other agencies look at the Opa-locka Police Department is that an Officer that has been with Opa-locka for 1 year has the experience that it may take another officer 3 years to get, and he said they really do go after the City's Officers.

Capital Improvement Projects

Mayor Taylor said he is impressed with what Capital Improvements Projects Manager Adelina Gross is doing in the City, including the work on Historic City Hall and the sidewalk improvements. The Mayor then asked that in the coming budget year, the City

focus more on infrastructure and flooding. He acknowledged that several industrial streets had been fixed, and reiterated his previous request that for every industrial street that is fixed, at least one residential street be fixed.

Public Works Director Airia Austin that the current budget included funding to clean the drainage systems, but he said that it was still not adequate. Director Austin pointed out that other municipalities had deployed pump systems and said that it was the City of Opa-locka's next step.

Interim City Manager Williams stated that the City of Opa-locka installed clay pipes in the 1960s. He said that he had been hoping to use more of the American Rescue Plan Act funds for infrastructure because the estimate was that it would cost \$100 million to fully fix the City's infrastructure. The Manager then pointed out that the City used to stay flooded for 2 weeks, but now has many areas dry within a few days after heavy rain.

5. ADJOURNMENT:

In his recap, Interim City Manager Williams noted that Commissioner Williams had requested an event planner.

Mayor Taylor asked that the job title be broader, so that they can do more than just event planning. The Mayor then said that the goal of the Strategic Planning Session was to share the Commission's priorities as the City's budget is being developed. He then asked that the Interim City Manager meet with the Commission individually, since they were unable to cover all of the topics.

Interim City Manager Williams suggested that an additional Strategic Planning Session be planned.

Mayor Taylor said that the Strategic Planning Session had been great and said that another one would be planned. The Mayor then thanked Carrie Meek Foundation Vice President & Chief Operating Officer Matthew Beatty, and their team for hosting the Strategic Planning Session.

There being no further business to come before the City Commission the Strategic Planning Session was adjourned at 8:37 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
"The city of bright opportunities"

**CLERK'S ACTION SUMMARY MINUTES
WORKSHOP**

**Friday, June 23, 2023
1:00 p.m.**

1. WELCOME/OPENING REMARKS:

Mayor John Taylor called the Workshop to order at 1:01 p.m. on Friday, June 23, 2023.

2. ROLL CALL:

The following members of the City Commission were present: Mayor John H. Taylor Jr. and Vice Mayor Natasha L. Ervin. Also, in attendance were: Assistant City Manager Sha'mecca Lawson and Deputy City Clerk Chris Wills.

3. PUBLIC COMMENTS:

Mayor Taylor opened the Public Comments.

There being no members of the public to address the Mayor & Commission, Mayor Taylor closed Public Comments.

4. DISCUSSION ITEMS:

1. City of Opa-locka Fourth of July Event

Mayor Taylor stated that the purpose of the meeting was to discuss the City's Fourth of July event. The Mayor asked what the budget for the event was.

Assistant City Manager Sha'mecca Lawson stated that the budget was \$20,000.

Mayor Taylor asked if Vice Mayor Ervin had any ideas about what she wanted to do for the event.

Vice Mayor Ervin stated that she had ideas since February and recalled that she had stated that she did not want to be included in the fireworks because she said it was going to be expensive.

Mayor Taylor stated that the fireworks would cost approximately \$25,000.

Vice Mayor Ervin said that she tried to get a few quotes but said that everybody was completely booked.

Mayor Taylor asked if they should have the event on July 4th.

Vice Mayor Ervin suggested that the event should be on Tuesday, July 4th and said that the picnic part would begin at about 1 pm at Sherbondy Park.

Mayor Taylor asked if there would be food provided.

Vice Mayor Ervin suggested that everybody cook their own food, but she said that because the kids that are walking the neighborhood who come, will automatically expect her to feed them, she asked to have the two white tents setup, like they were for the City's Birthday Celebration. The Vice Mayor then recommended that the tents be set up a little closer to Perviz Avenue.

Mayor Taylor asked if the event would require a caterer.

Vice Mayor Ervin said that because it could be expensive, they were going to have hot dogs and hamburgers.

Assistant City Manager Sha'mecca Lawson asked if the event would require approval by the Mayor and Commission.

Mayor Taylor pointed out that because the event was already budgeted for, all expenditures could be approved by the City Manager's Office.

Assistant City Manager Sha'mecca Lawson stated that Procurement Officer Junior Bergel was at the meeting to address any needs for the event.

Mayor Taylor asked if the City had a list of vendors for caterers.

Assistant City Manager Sha'mecca Lawson confirmed that there was a list of vendors and said that Procurement Officer Bergel can begin calling them, asking how many people they should plan for.

Vice Mayor Ervin stated that they don't know and reiterated that the Community would be asked to bring their own food, adding that she didn't think a caterer was needed, but that she would leave it up to the Mayor.

Mayor Taylor said that someone had to pay for the food to get it cooked.

Vice Mayor Ervin said that families could cook their own food.

Mayor Taylor asked what they should do about the people that don't bring their own food.

Vice Mayor Ervin said that they could come eat at her tent and reiterated that she did not believe they needed a caterer but said that they did need a DJ. The Vice Mayor then said that she did not believe that the person that had been previously used for events has enough speakers to pop the neighborhood.

Mayor Taylor asked if they would include bounce houses and slides.

Vice Mayor Ervin said that she only ordered a couple of things, so that she wouldn't use up the budget and not save some money for fireworks, stating that she ordered two water slides and a foam pit.

Mayor Taylor asked if the water slides and foam pit had been reserved from the same company that the City had recently contracted for its events.

Vice Mayor Ervin confirmed that it was the same company, and she said that now that they may have additional budget available, she would like to see what else they can offer the City. She also said that she wasn't sure if two bounce houses had been reserved as well.

Assistant City Manager Sha'mecca Lawson stated that what had been ordered was a cotton candy and popcorn machine, a water slide, a dry slide and a foam pit.

Mayor Taylor suggested that they contact additional vendors to get the best bang for the City's buck, and confirmed his understanding that they would not hire a caterer because the community would be encouraged to bring their own food. The Mayor then asked at what time the event should end.

Assistant City Manager Sha'mecca Lawson pointed out that they would have to coordinate the end time based on the plan for fireworks.

Vice Mayor Ervin stated that the picnic could end by 6 pm, to have everything done by 7 pm.

Mayor Taylor stated that the Police Department as well as the Parks & Recreation Department would be needed.

Assistant City Manager Sha'mecca Lawson stated that a representative from the Parks & Recreation Department, Building Maintenance Department and the Police Department were available to address any needs for the event.

Mayor Taylor asked if they should set up chairs and tables.

Vice Mayor Ervin said that chairs and tables would be needed under the white tents.

Beautification Division Director King Leonard asked how many chairs and tables were needed.

Vice Mayor Ervin said that she was not sure.

Parks & Recreation Department Director Zonya Ray pointed out that it depended on the type of tables that were needed.

Vice Mayor Ervin requested rectangular tables.

Mayor Taylor reiterated that the fireworks would cost approximately \$25,000.

Vice Mayor Ervin said that she had a number for a company that she believed was doing the fireworks for the City of North Miami, but she had told the Vice Mayor that they would have to do it going forward for future years.

Mayor Taylor asked if Procurement Officer Bergel could find a company for fireworks.

Procurement Officer Bergel confirmed that he would work to procure fireworks.

Mayor Taylor pointed out that if the event would include fireworks, the time would need to be moved later.

Vice Mayor Ervin said she understood they were talking about going forward for future years because everybody that does fireworks was booked.

Procurement Officer Bergel asked for clarification on whether he should attempt to procure fireworks for this year's event.

Mayor Taylor said that they might get lucky.

Assistant City Manager Sha'mecca Lawson said that it wouldn't hurt to try.

Vice Mayor Ervin said that they could try.

Ms. Milka Alegria who is the Center Director at the Chen Senior Medical Center in Opa-locka suggested that the City consider a drone show.

Assistant City Manager Sha'mecca Lawson asked if the City could use drones, considering how close it is to the Opa-locka Airport.

Mayor Taylor agreed that he didn't think the City could do that.

Assistant City Manager George Ellis stated that they would have to stay under a certain height.

Assistant City Manager Sha'mecca Lawson stated that the City can't even use its own drone and that the City had already reached out.

Opa-locka Police Department Officer Chiverton confirmed that drones could not be flown over Sherbondy Park, because of the fly zone.

Mayor Taylor asked if the City could administer the fireworks themselves.

Vice Mayor Ervin stated that she believed they could not because of the liability and insurance and said that they would still need the Fire Marshall.

Mayor Taylor then expressed his hope that they would find a fireworks company that could provide their services to the City for under the \$20,000 budget and reiterated his recommendation that the event start a little bit later.

Vice Mayor Ervin said that if a professional company would provide fireworks, they would not do it at Sherbondy Park, because she recalled that it had been done before, and she said that it was too close to the houses.

Mayor Taylor suggested that the fireworks be shot over Historic City Hall into the commercial area.

Vice Mayor Ervin asked how they would know where it would land.

Procurement Officer Bergel asked if there was a proposed area for the fireworks.

Vice Mayor Ervin suggested Ingram Park.

Mayor Taylor pointed out that the fireworks could be done over the water.

Vice Mayor Ervin said that she liked it at Sherbondy Park but said that she believed the City had received complaints.

Mayor Taylor pointed out that when fireworks had been previously done at Ingram Park, the area had not been developed as it currently is.

Assistant City Manager Sha'mecca Lawson pointed out that they would have to be careful with Ingram Park because of the traffic.

Mayor Taylor suggested that if a company was found to provide fireworks, that the event should begin at 3 pm. The Mayor then inquired about having the events at both parks, but asked if people would come to both.

Vice Mayor Ervin suggested that the Police could escort everyone to Ingram Park.

Procurement Officer Bergel asked about the time frame.

Vice Mayor Ervin stated that they would have to adjust to whatever the fireworks company can do.

Assistant City Manager Sha'mecca Lawson pointed out that it would have to be based on their availability, because the City was planning late.

Mayor Taylor recalled that Miami Gardens had fireworks for their Juneteenth show, but he expressed confidence that Procurement Officer Bergel knows how to do his job.

Procurement Officer Bergel asked if the fireworks would be later during the event.

Mayor Taylor asked what time it would get dark.

Vice Mayor Ervin pointed out that it was getting dark at almost 9 pm.

Deputy Clerk Chris Wills stated that dusk on July 4th would be at 8:42 pm, and he stated that most municipalities will have their Independence Day fireworks at 9 pm or 9:30 pm.

Procurement Officer Bergel asked if the plan was to not have fireworks later than 9 pm.

Mayor Taylor stated that they would be flexible, based on what the fireworks company could do, and he then asked how many weeks remained before July 4th.

Deputy Clerk Wills stated that there was a week and a half remaining before July 4th.

Vice Mayor Ervin suggested that families may want to bring their own fireworks.

Mayor Taylor expressed concerns that the field could be set on fire.

Assistant City Manager Ellis pointed out that there are fireworks that are not illegal, that are given to kids.

Vice Mayor Ervin joined Mayor Taylor in suggesting that the time of the picnic could be adjusted, so that it runs until it gets dark. The Vice Mayor then recommended that Beautification Division Director Leonard wet the grass at the park every day, beginning the Friday before the event, so that it is really moist and won't catch fire.

Beautification Division Director Leonard confirmed that the sprinklers were working.

Vice Mayor Ervin confirmed that she knew. The Vice Mayor then asked if the picnic should begin at 3 pm.

Mayor Taylor suggested that perhaps it could begin at 3 pm or 5 pm, recalling that if they were able to find a company to provide fireworks, that there would be a second location for the event at Ingram Park, noting that if Vice Mayor Ervin wanted to include the pool as part of the picnic, that would have to be at Sherbondy Park.

Vice Mayor Ervin stated that she was thinking that they were going to have to move forward with the alternative option to provide families with fireworks.

Assistant City Manager Ellis also suggested that a stage light and laser show could be incorporated into the event, including someone singing.

Opa-locka Police Department Officer Chiverton expressed concerns about the impact on the airport.

Mayor Taylor then reiterated that the start time would be 3 pm.

Vice Mayor Ervin noted that they would have to change the time with the company providing the bounce houses, slides, cotton candy and popcorn.

Assistant City Manager Sha'mecca Lawson stated that the City Manager's Office would handle the time change with the vendor.

Mayor Taylor recapped stating that they would need the vendor for the bounce houses, but would not need a caterer, and would need a DJ.

Vice Mayor Ervin suggested that both English and Spanish music be played at the event.

Procurement Officer Bergel stated his understanding that the event would also include water slides, cotton candy, chairs, tables, fireworks if possible and alternatives such as the light show, which he said would be at Ingram Park.

Mayor Taylor clarified that the light show could be at Sherbondy Park, and he then pointed out that the fireworks show could be at Sherbondy as well because both locations are residential.

Procurement Officer Bergel asked if Ingram Park was out of consideration.

Mayor Taylor confirmed that he believed everything should be at Sherbondy Park but said that if they are able to have a company provide fireworks, that it be done in a way that does not affect the Residents. The Mayor also pointed out that if they will be using the pool, a lifeguard will be needed.

Ms. Milka Alegria who is the Center Director at the Chen Senior Medical Center in Opa-locka stated that she believed the City would find a fireworks company, and she suggested that the fireworks be launched from one of the parking lots near the park.

Vice Mayor Ervin asked what parking lots the City had.

Mayor Taylor pointed out that the fireworks could be launched from the Historic City Hall parking lot and the State of Florida parking lot.

Deputy Clerk Wills pointed out that most fireworks displays are not launched from where they are viewed from.

Assistant City Manager Sha'mecca Lawson stated that the concern is where the fireworks land.

Vice Mayor Ervin suggested that Procurement Officer Bergel ask about the locations where the fireworks would be launched from, through the procurement process. The Vice Mayor then wondered if the budget would need to be increased.

Mayor Taylor suggested that donations be sought to cover the possible cost of the fireworks. The Mayor then pointed out that a flyer would need to be created.

Vice Mayor Ervin stated that the flyer was ready and that she was just waiting to see if there would be fireworks or not, and that the venue had been reserved since February.

Assistant City Manager Sha'mecca Lawson noted that it had been stated that the time would change to 3 pm if the event would include fireworks.

Vice Mayor Ervin said that they can't set the time, and that was why the flyer was on hold.

Mayor Taylor stated that they would then be waiting on Procurement Officer Bergel.

Deputy Clerk Wills suggested that if fireworks would be distributed to families in the event that a company could not provide a fireworks show, that the time be set for 3 pm regardless.

Mayor Taylor said that he believed Vice Mayor Ervin wanted to include whether there would be a fireworks show on the flyer.

Vice Mayor Ervin pointed out that the flyer could include fireworks, without specifying which kind.

Mayor Taylor then confirmed that the time would be 3 pm.

Vice Mayor Ervin said that the event would end with fireworks.

Mayor Taylor noted that the event would be 6 hours.

Assistant City Manager Sha'mecca Lawson pointed out that people would have to come, set up their grill, cook their food and she said that would take some time.

Deputy Clerk Wills recalled that characters had been contracted for the City's Birthday Celebration and suggested that they could be contracted again for the Independence Day Celebration, to provide families an opportunity to take pictures with a characters or a backdrop.

Vice Mayor Ervin suggested that if there was extra money in the budget, they could have an ice vendor.

Mayor Taylor stated that they have a strict budget.

Vice Mayor Ervin suggested that a cake could be ordered.

Ms. Milka Alegria who is the Center Director at the Chen Senior Medical Center in Opa-locka offered to donate the cake.

Mayor Taylor thanked Ms. Alegria.

Vice Mayor Ervin recalled that the kids enjoyed the land train and ponies at the City's Birthday Celebration.

Assistant City Manager Sha'mecca Lawson asked if all of what had been proposed was if the City was unable to find a company to provide fireworks.

Vice Mayor Ervin stated that she did not believe the City would get a company to provide professional fireworks, sharing that she called three different companies herself the previous day.

Mayor Taylor expressed his confidence that it was going to happen.

Vice Mayor Ervin said that if the City is able to get a company to provide fireworks, they can cancel some of the other proposed ideas, but if not, she said that they need to make it worth it for the Community. The Vice Mayor then said that they will not have a petting zoo, because every animal that was brought to the City's Birthday Celebration is now running around the City.

Assistant City Manager Lawson offered assurances that she will work closely with Procurement Officer Bergel, to ensure that the City has a nice and successful event.

Vice Mayor Ervin expressed her confidence that they will make it happen.

Mayor Taylor asked that a line-item breakdown be provided to the Mayor & Commission and suggested that various options be included.

Vice Mayor Ervin also suggested that balloons were needed.

Mayor Taylor asked that decorations be procured.

Assistant City Manager Lawson offered assurances that they can make it look festive.

Mayor Taylor asked if a sign could be put up at Sherbondy Park to promote the Fourt of July event.

Assistant City Manager Lawson stated that she would check with the Community Development Department.

Assistant City Manager Ellis stated that he would work on that.

Vice Mayor Ervin also suggested that it be put on the City's gateway marquee.

Mayor Taylor agreed with Vice Mayor Ervin to promote the Fourth of July event on the City's gateway marquee, noting that there was not much time before the event.

Vice Mayor Ervin said that this would not happen the following year.

Mayor Taylor asked that Chen Medical be included as a sponsor of the Fourth of July Celebration, in recognition of their willingness to contribute to the cake and support the event and thanked everyone who was part of the Workshop.

7. ADJOURNMENT:

There being no further business to come before the City Commission, the Workshop meeting adjourned at 1:37 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
"The City of Bright Opportunities"

**CLERK'S ACTION SUMMARY MINUTES
WORKSHOP**

**Tuesday, June 27, 2023
2:00 p.m.**

1. WELCOME/OPENING REMARKS:

Commissioner Joseph Kelley called the Workshop to order at 2:45 p.m. on Tuesday, June 27, 2023.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Joseph L. Kelley and Commissioner Veronica J. Williams. Also, in attendance were: Assistant City Manager Sha'mecca Lawson, Beautification Division Director King Leonard and Deputy City Clerk Chris Wills.

3. DISCUSSION ITEMS:

1. Citywide Beautification

Commissioner Kelley stated that he wanted to have a Beautification Workshop Meeting because he recalled that prior to him coming back to the Commission, he watched the Commission talk about beautification and he said that he was concerned that things were being piecemealed instead of being planned through a process to put it in a bigger context and measure it. The Commissioner said he wanted to share thoughts with Commissioner Williams and City Staff, to start working on a plan that can be presented for the City as a whole. He recalled that the Commission had approved the placement of trash receptacles but said that they didn't have a plan for the areas that the City needed to focus on first. The Commissioner pointed out that several years ago the City was divided into sections based on input from City Staff, stating that there were dumping areas that were turned into gardens and also noting that they had Residents buy into it to keep an eye on it, adding that it worked really well. He also said that other areas had the medians painted and mulch added, to give them a better look, noting that they didn't have resources and thus had to be more frugal. The Commissioner stated that a catchy name was needed for it, so that people will know what it's about. He noted that when he rides around the City, he sees areas where

simple things could be done to help the Community know that the Commission is trying to do something to make it better. The Commissioner said that the roundabout near Nathan B. Young Elementary caught his attention, considering that the students were about to go back to school, suggesting that they could add mulch, plant some flowers and paint the roundabout. He then said that the Manager's Office could tell them where the medians that could be painted are throughout the City, but he said that the key was to distribute flyers in the area encouraging the Community to help, who he said could be the eyes and ears for this. The Commissioner characterized those as easy and measurable goals, acknowledging that there were things that needed to be done in the Downtown area and with the City's infrastructure, but said that he was thinking about doing things in the neighborhoods. He recalled that Commissioner Tydus used to incentivize Residents to beautify their homes by placing a sign. The Commissioner said they would also need to get City Staff's input on the cost of paint, shrubbery and flowers.

Commissioner Williams thanked Commissioner Kelley for scheduling the Workshop, stating that she should have done it a long time ago. The Commissioner stated that she has had multiple conversations with multiple City Departments that were ignored. She did recall that she started the process her very first year with illegal dumping and was trying to come up with a name for that, adding that she was glad they were able to get that off the ground. The Commissioner said that she believed doing it together would make it stick because she always felt she was on an island by herself because she believed that to others, beautification was not important. She addressed Commissioner Kelley's point about cutting the City up, stating that she had suggested it be divided into quadrants, because she said that not every area would look exactly the same. The Commissioner recommended that a Workshop be scheduled with Citizens, so that they could tell the Elected Officials what they want but does not want them complaining about their neighbor. She expressed her hope that the conversation would be on the global level, adding that she thinks the City is on the right track. The Commissioner then went on to say that if people don't see what is being done to enhance the Community, they are going to think that the Commission is not doing what it needs to do, adding that everything they do needs to be visual bold statements, which she said could include addressing the roundabouts and swales. In reflecting over the 3 years, she has been on the Commission, she stated that the City starts programs, but she lamented that some of it is not as enforced as it needs to be. Acknowledging that the Commission has been piecemealing, proposing legislation when problems are identified, Commissioner Williams said that they have to figure out how to not piecemeal. She then recalled that there had been a previous Beautification Workshop and she said that she asked for a consultant to assess the City and determine where they can start. The Commissioner said that she would like to see if the City can find someone

to tackle beautification, adding that Beautification Division Director Leonard could advise if it is a feasible or clever idea. She then went on to state that they have to tackle the Residents, adding that she has always gotten push-back when she suggests tackling the dos and don'ts because she said that people are afraid.

Commissioner Kelley said that he has never been a fan of consultants, unless he can see what they are going to do, acknowledging that sometimes they are needed. The Commissioner said that what happens is that the consultant proposes the plan, but he pointed out that it still needs to be implemented, which he said, is not done. He then went on to address Commissioner Williams' suggestion to tackle the dos and don'ts, pointing out that some people don't know what they are and even when they do, they point out the condition of the City's property. The Commissioner said he was also thinking about leading by example at City owned properties, acknowledging that they need to keep them clean and cut. He also said that seeing the flowers, mulch and paint, may give Residents an incentive to keep their own properties up. The Commissioner asked if a flyer was created with the Dos and Don'ts.

Assistant City Manager Sha'mecca Lawson stated that something had been created.

Commissioner Kelley suggested that they take a look at it and perhaps revise and revamp it.

Commissioner Williams stated that Public Works Director Austin had started on it about 3 years ago but never came to fruition.

Commissioner Kelley acknowledged Commissioner Williams' point that beautification had not been important, and he said that it needs to be important. The Commissioner acknowledged that there are Residents who need to do better, pointing out that the City also has many renters who live on the property but don't care about the outside. He then suggested that the dos and don'ts be provided to Residents because he has heard them say that they didn't know. The Commissioner then asked how many zones the City has been broken into.

Beautification Division Director Leonard said that he believed it was 4 - 5.

Commissioner Kelley then said that he had looked at some of the meetings back to April of 2021 and said that everyone was talking about beautification but noting that it never got pushed. The Commissioner recalled that "Opa-locka: Keep It Clean" had been proposed. He then stated that in reviewing legislation, including items that were tied to beautification like the occupancy legislation, he said that it was all out there, and he wanted to see how

they could bring it together. The Commissioner then indicated he was open to suggestions about each of the City's zones.

Commissioner Williams suggested that the City tackle something in each zone that is visible.

Commissioner Kelley requested that a map of the City's zones be provided.

Commissioner Williams agreed that a map should be provided.

The Beautification Division Director offered assurances that they had that, and it would be provided.

Commissioner Kelley asked for additional input from City Staff, and then went on to share his suggestion for the Nathan B. Young Elementary area to have a conversation in the area about beautifying it, with plans for a beautification day with specific goals to accomplish and collecting the names of volunteers. The Commissioner then suggested that they could further beautify the surrounding area.

Assistant City Manager Lawson suggested the Coachman Gardens area near the canal.

Commissioner Williams wondered how the City could use marketing to let Residents know that they need to change their mindset to stop littering, as the City is bringing in trash cans and taking on a huge project, to establish what is expected of Residents. The Commissioner suggested that a sign could be placed in each quadrant highlighting citywide beautification.

Commissioner Kelley expressed his confidence that Residents would buy into it but said that they need to see the City's consistency and he said that the City has to start somewhere. The Commissioner said that when the City did what had been done before, they didn't have any idea how it was going to work, but just started doing it. Commissioner Kelley said that he thought it was a good opportunity and a good place to start, because it isn't a vast area. He then suggested that they could expand the area, because there would be other organizations that would want to volunteer.

Beautification Division Director Leonard stated that the swales are overgrown, and he said that Residents are responsible for it, and he suggested that if they learn about their responsibility to cut it, the City will look cleaner.

Commissioner Kelley joined Commissioner Williams in asking when the last time was that the City said that, reiterating his point about renters who could care less about the area

outside their door, let alone the swale. The Commissioner then asked if a mass mail out had been sent informing Residents that the swale was their responsibility.

Commissioner Williams stated that it had not been done.

Commissioner Kelley recalled that Residents used to tell him that they wouldn't maintain the swale because it is City property. The Commissioner asked if the City had a notice letter about it.

Assistant City Manager Lawson stated that it would have to be a part of the Dos and Don'ts, acknowledging that it had not been given to Residents.

Commissioner Kelley stated that the City needed to create something like that.

Beautification Division Director Leonard also pointed out that business owners keeping their swales clean would make a significant difference.

Commissioner Kelley stated that the needs in that area would be different, and that could be the big push when they go to that area. The Commissioner then said that even the renters may care more when they see what the City is doing and that it is being maintained.

Assistant City Manager Lawson asked about 22nd Avenue.

Commissioner Kelley stated that if they have enough organizations and volunteers, they could beautify the entire area, including 22nd Avenue from Opa-locka Boulevard to State Road 9, by adding mulch and flowers to the trees for beautification.

Commissioner Williams suggested that it have the same look as the area near Sherbondy Park, noting that she loves the flowers and trees that are blooming. The Commissioner then went on to acknowledge that the flowers die.

Commissioner Kelley pointed out that they require maintenance and noted that Residents point out that the flowers that had been planted by the City have grown weeds when the Residents receive citations.

Commissioner Williams suggested that flowers that will survive be planted.

Commissioner Kelley stated that if seasonal flowers are used, it should be part of their maintenance, and also suggested that they could use shrubs instead of flowers.

Beautification Division Director Leonard stated that the City needs to fix the irrigation, pointing out that once the irrigation was fixed at City Hall, the grass grew nice and green. Director Leonard said that it is what is needed to keep everything maintained year-round, regardless of the kind of flowers that are planted.

Commissioner Williams recalled having talked about that before, acknowledging that a water truck had been purchased by the City, but stating that she couldn't imagine always having to get a truck to water the entire City.

Beautification Division Director Leonard stated that the water truck is also for pressure washing.

Commissioner Williams acknowledged that, but said that the sprinkler system all over the City is horrible.

Commissioner Kelley suggested that the City fix the irrigation system on 22nd Avenue.

Beautification Division Director Leonard also suggested that the irrigation system on 27th Avenue also be fixed.

Commissioner Williams stated that the City should also look at what is part of the Community Redevelopment Agency zone, because additional support could be given.

Commissioner Kelley stated that folks did not follow through and that the Commission was going to do what it was going to do, but that he wanted to bring something that would be there, and they are still not talking about it 2 years later because it could not get traction. Acknowledging that the sprinkler system would require budgeting, the Commissioner said that they could still add mulch, flowers and shrubs.

Beautification Division Director Leonard stated that the irrigation system is already there and just needs to be repaired.

Commissioner Kelley stated that he knew it was there, but that he didn't want what they were trying to do to be slowed down while the cost to repair the irrigation system was determined. The Commissioner then reiterated that a name for the initiative was needed.

Commissioner Williams stated that she had been thinking about that during the Earth Day event and she said that she would send her notes.

Commissioner Kelley stated he would leave the name in Commissioner Williams' hands, as well as the Dos and Don'ts.

Assistant City Manager Lawson stated that she recalled seeing a draft of it.

Commissioner Williams said that she never saw a draft, despite asking to see it many times.

Assistant City Manager Lawson acknowledged that it never went anywhere, and she offered assurances that she would look at it to ensure it is incorporating everything that the Commissioners said they wanted to see.

Commissioner Williams said that she thought it was important to keep in mind that those who are out in the trenches every day, know the major things that need to be addressed, suggesting that they could create a comprehensive list. Despite recognizing that she is a Resident, she said that it was important for her not to create that list, because she said that she knew she would be biased but was also sure that some things she would identify, would be on the list. The Commissioner then said that the City has to do something big Citywide, and meet Residents in the middle, but acknowledging that they still have to see the City start. She then recalled that when she first became a Commissioner, Chairman Gilbert reached out to her to plan community cleanups, and she said that he recently reached out to plan additional cleanups. She said that she was not a huge fan of them, but agreed to do them, and was willing to do them again, adding that when she goes back to the places, they were trashed.

Commissioner Kelley stated that the key was getting the Community to buy in by seeing the Commission seriously leading the effort. The Commissioner then noted that lighting and signage was also part of beautification, but that the plan that had been proposed was somewhere they could start. He then recapped the requests to provide the zone map, the Dos and Don'ts as well as whatever else City Staff think needs to be a part of the initiative. Commissioner Kelley stated that he wanted to get beautification going and doesn't want to see more piecemeal efforts. He said that they could later pull in the Community Redevelopment Agency and the Community Relations, Recreations & Activities Board to work together and tie it to the overall plan. Commissioner Kelley expressed his hope that by the end of the year, if the whole City had not been covered, that they would at least have things in place. He said that he would like to get to the Nathan B. Young area before school starts, stating that he believed it was attainable. Commissioner Kelley asked that the City Clerk's Office check the Commission's schedules, so that a community conversation could be scheduled over the following weeks.

Beautification Division Director Leonard stated that Miami-Dade County does not paint the roundabouts because of the need for maintenance, and he said that they mostly pressure

wash the curb to keep them clean. Director Leonard said that if the Commissioners want him to paint it, to let him know.

Commissioner Williams recalled that there were questions about whether an area was owned by the County or not.

Commissioner Kelley stated that he wanted the median painted yellow, but he said that he wasn't suggesting that every area be painted, but that they paint the ones that they can, especially the ones in residential areas. The Commissioner then said that the Beautification Division could help determine which areas should be painted.

Commissioner Williams asked what had to be done in the areas owned by Miami-Dade County.

Beautification Division Director Leonard stated that it just required more maintenance, because when you keep painting it, the paint just keeps getting thicker.

Commissioner Kelley asked for an example of an area that should be pressure washed instead of painted.

Beautification Division Director Leonard stated that the area on Sharazad should not have been painted, and pointed out that the paint was peeling, and they were trying to take the paint off.

Commissioner Kelley stated that he was suggesting painting smaller areas in residential communities.

Beautification Division Director Leonard stated that Perviz Avenue was another area that should not have been painted.

Commissioner Williams asked if it was the type of paint that was used.

Beautification Division Director Leonard stated that it was painted a while back.

Commissioner Kelley stated that Perviz Avenue has sprinklers and many people walking across, which he said could present challenges.

Beautification Division Director Leonard expressed support for painting the edges at intersections to be more visible for drivers, but painting the whole thing was an issue.

Commissioner Kelley reiterated that the Beautification Division can tell them what areas should be painted.

Commissioner Williams asked how many roundabouts there were in the City.

Beautification Division Director Leonard stated that he believed there were at least 6 or 7.

Commissioner Kelley stated that he was referring to the small roundabouts as well.

Commissioner Williams asked that a list be provided of the locations for the City's roundabouts, noting that some will be more feasible to work on than others. The Commissioner then said that she wanted to begin in the Nathan B. Young and 22nd Avenue area because that section is often left out when resources are provided. She also said that when people see what is being done, they could change their mindset about what Opa-locka is.

Commissioner Kelley stated that he was saying the same thing. The Commissioner then said that the community conversation would need to be scheduled soon, noting that school would start the third week in August, adding that they would have to provide enough time to obtain the supplies that were needed.

Commissioner Williams committed to getting organizations to support the effort. The Commissioner suggested that Home Depot be brought into the conversation, sharing how friendly and helpful they had been, and how they have expressed interest in building a partnership with the City of Opa-locka.

Commissioner Kelley stated that every bit helps and said that the City just needs to stay focused on what it needs to do because partners will come in and will want to know what the City needs them to do.

Assistant City Manager Lawson stated that the City does not need to be fumbling and needs to get it together.

Commissioner Kelley then stated that the community conversation would be outdoors at Coachman Gardens, stating that he was already planning one with people in the area that are supporters who will spread the word. The Commissioner suggested that the meeting could be on a Saturday morning or a weekday evening.

Commissioner Williams stated that her Saturdays were free, and she said that she liked to be outdoors.

Commissioner Kelley said that he would want to check with Ms. Celia Pruitt who he said he was already working with to plan a community conversation, to determine what day and time people would be most amenable to.

Commissioner Williams agreed that they should ask.

Commissioner Kelley recalled that Ms. Pruitt had already suggested a weekday evening instead of a Saturday, stating that the community conversation should be scheduled over the following few weeks and that the cleanup event should be scheduled the first Saturday in August.

Assistant City Manager Lawson stated that it would be Saturday, August 5th.

Commissioner Kelley noted that it would be 2 weeks before school begins and suggested that Public Works may have to touch up the area if it rains. He pointed out that parents would see it because they would be traveling to the school for registration. The Commissioner suggested that the project date would be August 5th and that he would speak with Ms. Pruitt about the date and time for the community conversation before the cleanup.

Commissioner Williams suggested that a tent and chairs be set up to allow the community to come together for the conversation.

Commissioner Kelley added that a table would be needed for the refreshments, and he suggested that Home Depot could be at the community conversation.

Commissioner Williams said that she would give the contact over, and said that the event could provide Home Depot free marketing.

Commissioner Kelley suggested that the community conversation be scheduled the week of July 17th.

Deputy Clerk Wills noted that the City Manager's Office was planning a Signage & Color Palette Workshop on Wednesday, July 19th and that the Feeding South Florida food distribution was scheduled for Friday, July 21st.

Commissioner Kelley suggested that the community conversation be tentatively scheduled for Thursday, July 20th at 6 pm and asked that a flyer be designed to distribute to the community.

Commissioner Williams stated that Thursdays are always good days for her, and she suggested that the flyers for the August 5th community cleanup be ready to be distributed at the community conversation.

Assistant City Manager Lawson shared that the City Manager's Office was trying to come up with a community cleanup and that Legislative Aide Ashley Walker had identified an organization that could provide assistance.

Commissioner Kelley stated that the idea was to have tasks planned to assign to crews as they arrive.

Commissioner Williams shared that her chapter of the Deltas Sorority adopted a whole street from the State of Florida, to clean and asked if those adoption signs were available.

Assistant City Manager Lawson stated that she has never seen any.

Commissioner Williams suggested that they reach out to organizations for support to adopt a street as part of the beautification reboot.

Assistant City Manager Lawson stated that she wrote that down.

Commissioner Kelley recapped that the community conversation would tentatively be on Thursday, July 20th at 6 pm at Coachman Gardens and that the cleanup would be on Saturday, August 5th from 9 am until 1 pm. The Commissioner also reiterated the request to provide the requested documentation.

Assistant City Manager Lawson stated that she had already requested the Dos and Don'ts document and that she would have City Staff provide recommendations on what should be in the document.

Commissioner Williams requested that the document not be included in the water bill, but be mailed to each Resident, recognizing that it would cost some money.

Beautification Division Director Leonard pointed out that Residents may toss an individual mailer to the side, but pointed out that they will open their water bill.

Commissioner Williams stated that the City could not put a lot into the water bill and said that perhaps they could do both.

Commissioner Kelley pointed out that for 20 years he has been stating that when they want to get the word out, they put up signs and should use the same concept in addition to flyers

and inclusion in water bills. The Commissioner said that even if Residents don't see the information in their water bill, they will see the sign, adding that every municipality uses signage.

Assistant City Manager Lawson asked if the Commission would rescind the signage resolution.

Commissioner Kelley stated that they would because signage is needed.

Commissioner Williams stated that she thought the plan was perfect, adding that she apologized that Commissioner Kelley thought they were piecemealing, stating that her legislation addressed things that needed to happen at the time. The Commissioner then said that she wants the City to tackle the influx of people living in residences, stating that she believes it is part of beautification because over use of resources in the Community is what is killing the City, adding that it is why she proposed the boat legislation, adding that there is also an influx of trailers. She said that if they don't want to tackle the big stuff because they don't want people to dislike them, she does not believe the City will move forward.

Commissioner Kelley stated that he was trying to help Commissioner Williams out because she had mentioned it for 3 years and had not gained traction.

Commissioner Williams stated that is why she started by thanking Commissioner Kelley.

Commissioner Kelley said that he sat on this for almost 4 months, but said that they have to show Residents that they are serious about changing perceptions by getting into the neighborhoods and getting them to buy in. The Commissioner then said that the swales are not an issue of concern for people.

Beautification Division Director Leonard shared his opinion that the City spoiled the Residents because the City used to maintain the swales for the Residents, even though they were not supposed to be doing it and when Residents decided that they were not going to do it, everything became overgrown.

Commissioner Kelley pointed out that several years ago, the City had more ownership, but now has more renters who stay inside of their property. The Commissioner then said that even when Code Enforcement cites them, the renters are not concerned because it goes to the owner and takes a while. He said that they need to engage in education and then enforce the law, which he said is a major part of beautification. Commissioner Kelley concluded by stating that he thinks they had a good plan.

7. ADJOURNMENT:

There being no further business to come before the City Commission, the Workshop meeting adjourned at 3:57 p.m.

John H. Taylor Jr.
Mayor

ATTEST:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING

July 12, 2023
7:00 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:04 p.m. on Wednesday, July 12, 2023 at the City Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass, Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley and Mayor John H. Taylor Jr. Also, in attendance were: Interim City Manager Darvin Williams, Assistant City Manager Sha’mecca Lawson, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was led by Commissioner Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Award Presentation by Commissioner Dr. Sherelean Bass
City of Opa-locka 2023 Gospel in the Park Participants

Commissioner Bass thanked those who came out to celebrate at Gospel in the Park as part of the City of Opa-locka’s Birthday and presented awards to those who came out to support the City, including Seniors on the Move, Levi Knowles and Divine Purpose, Pastor Cristino Pinales, Pastor Craig Larkin, Dr. Glenton Samuels, Pastor Delpha Samuels and Pastor Noel Williams.

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

Commissioner Bass pulled Consent Agenda Item 13-2.

Commissioner Kelley pulled Consent Agenda Item 13-1.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to approve the Consent Agenda.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Yes
Mayor Taylor	Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Bass, seconded by Commissioner Kelley, to approve the Agenda.

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

Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - June 14, 2023

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to approve the minutes from the Regular Commission Meeting Minutes from June 14, 2023.

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

Commissioner Williams	Not Present
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

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

There were none.

10. PUBLIC PRESENTATIONS:

There were none.

**11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)**

City Clerk Flores announced the protocol for public participation at City Commission meetings.

Mayor Taylor opened the Citizens' Forum.

Ms. Celia Pruett who resides at 2350 NW 141 Street stated that she didn't mind getting up early in the morning and going out in the hot sun to join Commissioners for the clean-up at Ingram Park, but expressed concerns that she found out it is not being kept up. Ms. Pruett then acknowledged that Miami-Dade County workers cleaned out the canals, which she said were a hot mess, but also expressed concerns that she has been asking for months that the trash be picked up along the canal banks, adding that neither she nor her neighbors have seen that done. She then went on to recall that the tire shop owners spoke at Meet Me Monday and Ms. Pruett stated that the City should not put them on hold for permits and not give them answers in a timely manner, because she said that they want to do business in the City.

Ms. Chantrell Dean, who also resides at 2350 NW 141 Street yielded her time to Ms. Pruett.

Ms. Pruett shared that Ms. Dean is her daughter and continued her comments urging the City to stop giving business owners such a tough time because the City needs as much revenue and growth as possible, because she is tired of hearing that the City doesn't have any money when she asks for certain things. She stated that she is paying her taxes on time every year and asked where it is going. Ms. Pruett concluded by stating that she has looked at some plans for downtown Opa-locka that she said were beautiful and said that it seemed like something was started but the ball was dropped, urging the Commission to implement a plan for the downtown area.

Former Commissioner Audrey Dominguez who resides at 1147 Jann Avenue thanked Commissioner Kelley for proposing the ordinance for the Civil Service Board, noting that their first meeting was on March 2nd and that it had been 4 months. She then pointed out that a Workshop was done as the Commission requested and that the City had a Human Resources Department Director as was needed, further stating that the board now has some teeth. Stating that the board is necessary to help the Employees of Opa-locka because she

said that some employees have been written up, demoted and even terminated without due process or someone to hear their cases. She said that she understood that if the Florida Department of Law Enforcement or District Attorney's Office found enough evidence against an Employee or Officer, that the termination would be with cause. Encouraging the Residents of Opa-locka to apply for the Civil Service Board, she noted that there are still two openings. She then went on to address Commissioner Kelley's proposed resolution directing the Interim City Manager to respond to Meet Me Monday Citizen inquiries and complaints within 10 days, stating that she did not understand why he can't get a response in a timely manner and asking what would happen if the Manager does not respond within 10 days. In her final comment, she stated that Commissioner Kelley must not be the flavor of the month.

Retired Police Chief Cheryl Cason of 781 Curtiss Drive thanked all of the elected officials and said she was proud of them all, adding that Rome wasn't built in a day. Chief Cason shared that she has been watching Zoom, and publicly expressed her appreciation for Mr. Williams. She thanked the Interim City Manager for bringing her friend Chief Israel, stating that he needed 1 year and recalling that the Manager said that God put it in his heart. Further stating that what Police Chief Ottley was doing is impressive, she concluded by saying that the Citizens are in the City to win and aren't going anywhere.

Mr. Sergio Bonilla introduced himself as the new Principal as of June 9th of Beacon College Preparatory, located at 2750 NW 135th Street which he said educates students in grades K-8. Mr. Bonilla said that they are in the process of maintaining Beacon Prep as the only A school in Opa-locka and that his vision is for everyone to be talking about the school's academic rigor and safety. He said that his doors are always open and shared his hope that Opa-locka gets a high school in the future. Sharing that his family came from Nicaragua almost 40 years ago, stating that it was close to his age, he recognized that education is one of the lifelines of the world. Principal Bonilla concluded by stating that despite his 12-13-hour days being long, he hoped to join the community at more meetings and that he does it for the kids.

Mr. Bruce Baskin who resides at 2070 York Street reminded the Commission that he had addressed them previously about the situation with the fences behind Ingram Park on York Street that were said to be encroaching upon the easement, and he lamented that the situation had yet to be resolved after nearly 2 months, which he said he thinks is entirely too long. Mr. Baskin thanked Commissioner Kelley for listening to and addressing his concerns. He urged the entire Commission for a resolution, reminding them that they are accountable to the Citizens of Opa-locka, and stating that the concerns that are brought to them shouldn't be ongoing for months, adding that he doesn't believe it appears to be complex. Mr. Baskin concluded by stating that he needs a resolution to the fence situation, which he said has been in the same situation for over 50 years.

There being no additional members of the public to address the Commission, Mayor Taylor closed the Citizen's Forum.

City Clerk Flores informed the Commission that Agenda Item 16-A-1 was being deferred by the sponsor to the next Regular Commission Meeting on July 26, 2023.

Commissioner Kelley stated that he has always said since he has been on the Dais, that if a Resident takes the time to come before the Commission, the least they ought to do is acknowledge that they have been there. The Commissioner pointed out that the issues are not new, stating that he has already sent correspondence to the Manager's Office, and lamented that he has not gotten back a total response. He said that he was glad they were still coming to keep the issues before the Commission and said that everybody has to be accountable for the job that they do. Commissioner Kelley then stated that Citizen issues need to be addressed and not put on the back burner, offering assurances to the Citizens that their voices are heard by him and his Commission Colleagues.

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

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CREATE A POLICE SPONSORSHIP PROGRAM WITHIN THE POLICE DEPARTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Mayor Taylor***

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin to discuss Agenda Item 12-1.

Mayor Taylor introduced his proposed resolution stating that it is pretty straightforward and that because the City always has an issue retaining and recruiting Officers, he wanted to make sure that the City budgeted every year to put officers in the Police Academy and then entering into a contractual agreement with the Officer to stay with the City of Opa-locka for a minimum of 5 years.

Commissioner Kelley stated that he is always challenged when the Commission commits future dollars for a budget that is coming up, as opposed to doing it as part of the budget process, asking if it was even good fiscal policy. The Commissioner also noted that it was 5 years, recalling that years ago, these kind of programs used to be there and asked if there was a provision for them to pay the City back for the money it put in if they don't finish or are terminated.

Interim City Manager Williams asked Budget Administrator Anathan to respond.

Budget Administrator Anathan stated that they were obviously working on the FY 24 budget and since it came up, it had been discretely identified as an item in the budget.

Commissioner Kelley asked if it had already been put into the budget.

Budget Administrator Anathan explained that it was in a budget that would be presented for the Commission's approval, adding that there would be two workshops in the next 2 weeks, with the budget being formally adopted in September.

Commissioner Kelley thanked Mr. Anathan for his response.

Mayor Taylor addressed Commissioner Kelley's second question by stating that it would be addressed in the contract, and he said that if the proposed resolution passed, once the contract was written, it would come before the Commission.

Commissioner Kelley stated that he appreciated the response, but he said that it doesn't say that it is going to come back to the Commission for approval.

Mayor Taylor assured Commissioner Kelley that the language could be added.

Commissioner Kelley stated that he would feel more comfortable adding that language because they were talking about potentially \$123,000 and he didn't want to commit to putting somebody through and then they don't fulfill it and the City is on the hook.

Mayor Taylor asked the City Attorney to have language added to address that, adding that once the Manager developed the contract, that it would be presented to the Commission for final approval.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin to amend the proposed resolution requiring the Manager to present the contract to the Commission for final approval.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Yes

Mayor Taylor	Yes
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There being no additional discussion, the resolution passed as amended by a 4-0 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Mayor Taylor	Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO BUDGET TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN THE PROPOSED FISCAL YEAR 2024 ANNUAL BUDGET FOR THE CITY'S 3RD ANNUAL CONGA-LOCKA LATIN MUSIC FESTIVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored By Mayor Taylor

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass to discuss Agenda Item 12-2.

Mayor Taylor introduced his proposed resolution by stating that the City has been doing a Hispanic Heritage Festival in the City of Opa-locka and this would be the third year. The Mayor said that it had been great so far, but advertising has been a struggle. He recalled that the previous year \$15,000 was allocated and he was proposing that an additional \$10,000 be allocated for advertising to get better participation for the festival.

Commissioner Bass expressed concern that this was to celebrate the Latin community, because she said that the City has other nationalities and groups that are not being celebrated. The Commissioner said that they are going to have to find a way to make sure that everyone is included. She then went on to say that she would like to make a friendly amendment to add Mayor and Commission since the event will be sponsored by the City's budget and not the Commission's individual budget.

Mayor Taylor said that he didn't mind, recalling that it said Mayor and Commission the previous year because the concern was brought up the previous year as well.

Vice Mayor Ervin stated that she attended the festival and that it was nice, but she said that if they were going to do it for CONGA-LOCKA, they need to also do it for Juneteenth and some other events because they can't single out. The Vice Mayor said that they did nothing for Juneteenth and she said that she had an issue with that, adding that now they were going to do this with a budget that's not going to come out of the Commission's event money and stating that they need to also find dollars for Juneteenth in the 2024 budget. She then joined Commissioner Bass in stating that it is really not just Juneteenth, but that they also have

other nationalities. The Vice Mayor went on to suggest that they may have to even come up with their own holiday that includes everybody but reiterated that they can't just continue to single out one specific nationality.

Mayor Taylor said that if funding for Juneteenth and any other festival or event was sponsored by Vice Mayor Ervin or Commissioner Bass, that he would support it wholeheartedly.

Commissioner Kelley stated that he agreed with all that had been said. The Commissioner then suggested that he would support it, but that he thought it ought to be \$15,000 and then make the public relations firm do more. He then went on to share his concern about committing future dollars before they even get to that budget.

Mayor Taylor pointed out that the cost of buying advertising on radio and in the newspaper is not covered under the public relations firm monthly retainer and would have to come from the City's budget. The Mayor also noted that they are in budget season, and that the proposed resolution presented an opportunity to establish the will of the Commission. Additionally, the Mayor reminded the Commission that the representatives of the State of Florida are requiring that all events be approved by the Commission, which is why the proposed resolution was before them.

Commissioner Kelley said that he knew what the State said and that he had no problem with the event. The Commissioner then stated his understanding that the budget was increased by \$10,000 because of advertisement.

Mayor Taylor confirmed that Commissioner Kelley's understanding was correct.

Commissioner Kelley said it was okay and thanked Mayor Taylor.

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

Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CREATE A POLICE SPONSORSHIP PROGRAM WITHIN THE POLICE

DEPARTMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Mayor Taylor*

- 2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO BUDGET TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) IN THE PROPOSED FISCAL YEAR 2024 ANNUAL BUDGET FOR THE CITY'S 3RD ANNUAL CONGA-LOCKA LATIN MUSIC FESTIVAL; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Mayor Taylor***
- 3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO DEVELOP, IN CONJUNCTION WITH THE COUNTY PROPERTY APPRAISER, A PLAN FOR AN AFFORDABLE HOUSING PROPERTY TAX EXEMPTION BASED ON FLORIDA SENATE BILL 102; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Mayor Taylor***
- 4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A MONTHLY BINGO EVENT AND SUPPORTING EXPENDITURES FOR THE REMAINDER OF FISCAL YEAR 2022-2023, TO BE SPONSORED BY MAYOR TAYLOR, AND CO-SPONSORED BY VICE MAYOR ERVIN AND COMMISSIONER KELLEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Mayor Taylor***
- 5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO COMPILE A LEAVE PAYOUT REPORT AND PRESENT TO THE CITY COMMISSION AT THE NEXT REGULAR CITY COMMISSION MEETING THE CURRENT STATUS OF LEAVE PAYOUT FOR ALL CITY EMPLOYEES UPON SEPARATION FROM EMPLOYMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Commissioner Kelley***
- 6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO RESPOND TO “MEET ME MONDAY” CITIZEN INQUIRIES AND COMPLAINTS WITHIN TEN (10) DAYS OF PRESENTATION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Commissioner Kelley***

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

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

There were none.

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ARTICLE XI, DIVISION 5 ENTITLED CIVIL SERVICE BOARD, SPECIFICALLY SECTION 2-526 TO SPECIFY THAT THE CIVIL SERVICE BOARD SHALL HAVE THE POWER TO ADVISE ON MATTERS THROUGH HEARING FROM CITY EMPLOYEES AT A PROPERLY NOTICED MEETING; AMENDING SECTION 2-530 TO AMEND THE ROLE OF THE HUMAN SERVICES DIRECTOR; AMENDING SECTION 2-535 TO DELETE CERTAIN INAPPLICABLE RESPONSIBILITIES; AMENDING SECTION 2-537 TO DELETE CERTAIN INAPPLICABLE TIMELINES; AMENDING SECTION 2-539 TO REMOVE PENALTIES; AMENDING SECTION 2-541 TO SPECIFY PERSONS EXEMPT FROM TESTS; ADDING SECTION 2-542 TO SPECIFY THAT IN THE CASE OF CONFLICT, COLLECTIVE BARGAINING AGREEMENTS SHALL APPLY; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored By Commissioner Kelley***

The above ordinance was read by Assistant City Attorney Cobb.

Mayor Taylor recognized Commissioner Kelley as the sponsor of the proposed ordinance.

Commissioner Kelley stated that he was deferring the proposed ordinance until the next Regular Commission Meeting to allow the Human Resources Department and City Manager's Office to weigh in with him and the City Attorney.

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A COMMUNITY SPACE LEASE AGREEMENT WITH P-SWAP MENTORSHIP AND SWIM ORGANIZATION, INC. (PSWAP) TO PROVIDE SWIMMING SERVICES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICT, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading / public hearing held on June 14, 2023).
*Sponsored by Interim City Manager***

The above ordinance was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass to discuss Agenda Item 16-B-1.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 16-B-1.

Interim City Manager Williams expressed his excitement for the proposed ordinance, pointing out that P-SWAP has been supportive of the City of Opa-locka for many years, helping Residents and the kids with swimming lessons. Manager Williams explained that the proposed ordinance would make it possible to continue to provide those services in coordination with P-SWAP and he said that the Parks & Recreation Department Director was available if they had any additional questions.

Mayor Taylor opened the Public Hearing for Agenda Item 16-B-1.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 16-B-1.

Commissioner Kelley recalled that during his briefing he asked if it were possible that it could be a renewable option so that it doesn't have to come back every year, adding that P-SWAP has done an excellent job offering lessons for Residents and not just those in the camps.

Assistant City Attorney Cobb informed the Commission that they were still able to add that as an amendment to the proposed ordinance.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to amend the proposed ordinance to include a renewable year option.

Assistant City Attorney Cobb asked the Commission for clarification on whether they wanted it to come through the City Manager's Office for renewal.

Commissioner Kelley confirmed that it would have to be approved through the Manager's Office, which he said would obviously let the Commission know, but wouldn't have to come back for a vote because it would be renewable based on what's in the agreement.

There being no additional discussion, the proposed amendment passed by a 4-0 vote.

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Yes
Mayor Taylor	Yes

Commissioner Bass said that she visits the park every day during the summer because her grandson is at Sherbondy, and she shared that she sees the parents in the pool with the babies, stating that it is a beautiful site to see people of color learning how to swim with their children. The Commissioner applauded P-SWAP for coming into the City and stated that she is looking forward to a long-lasting relationship with them.

Mayor Taylor joined Commissioner Bass in applauding P-SWAP and then stated that it had been brought up by a lot of Residents over the summer, that the City was charging to utilize the pool for 2 hours per day.

Interim City Manager Williams asked Parks & Recreation Department Director Ray to address the Commission's questions.

Parks & Recreation Department Director Ray stated that there are no fees being charged.

Mayor Taylor asked if it was free to all Residents.

Parks & Recreation Department Director Ray confirmed that Mayor Taylor was correct.

Mayor Taylor asked what the hours of operation were because he said that another thing that was brought up was that Residents can't use it at certain times because of the children being on site.

Parks & Recreation Department Director Ray explained that they have swimming lessons from 9 am - 12 pm and then the community comes out to swim from that time until 5 pm. Director Ray then stated that they would then go back into the second half of the swimming lessons. She also informed the Commission that she is called for approval of any Resident who is registered for swimming lessons, to make sure they are Residents, adding that they are not just going by what is put on the application because Miami Gardens has certain areas that still say Opa-locka, so she verifies the addresses.

Mayor Taylor said he would let the family know.

There being no additional discussion, the proposed ordinance passed by a 4-0 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Not Present
Mayor Taylor	Yes

C. RESOLUTION(S):

There were none.

17. CITY MANAGER'S REPORT:

Interim City Manager Williams stated that the most pertinent issue was the workshops, adding that some of them are required by the Charter. Manager Williams said that the Commission was sent the first half of the standard operating procedures and that questions could be answered individually or by having a workshop based on the will of the Commission. The Manager then said that they must have a Finance Workshop on the pending updates, a Budget Workshop, Affordable Housing Workshop on legislation that has passed and legislation that is pending.

Mayor Taylor asked if Interim City Manager Williams was asking for the Commission to be polled during the meeting.

Interim City Manager Williams stated that he would like a poll on the standard operating procedures workshop, because he said that one is not required.

Mayor Taylor said that he could not speak for everybody, but that he wouldn't mind meeting with Interim City Manager Williams individually to go through it in detail.

Vice Mayor Ervin and Commissioner Bass stated that they would prefer a Workshop.

Mayor Taylor stated that he was flexible.

Commissioner Kelley stated that he was also flexible, but pointed out that it would be a long Workshop.

Mayor Taylor stated that the fact it would be a long Workshop was the point he was making.

Commissioner Kelley shared his understanding that Interim City Manager Williams was requesting a Workshop to discuss the standard operating procedures in the book that was provided to the Commission.

Interim City Manager Williams confirmed that Commissioner Kelley was correct.

Mayor Taylor reiterated that he was flexible, but that he hoped Commissioner Bass and Vice Mayor Ervin would change their mind. The Mayor then asked the Commission if they wanted to provide their availability during the meeting.

Commissioner Bass suggested that the Commission could be polled for their availability after the meeting.

Mayor Taylor asked City Clerk Flores to poll the Commission for the 4 Workshops that Interim City Manager Williams was requesting.

City Clerk Flores informed the Commission that she had received requests for 2 Budget Workshops the week of July 17th for the first Workshop and Monday, July 24th at 6 pm for the second Workshop, suggesting that they keep those dates in mind.

Interim City Manager Williams then stated that the City has historically had challenges with recruitment with many prospective employees citing the compensation structure and some other unsavory things. Manager Williams acknowledged that the Commission has been working to change that by being out in the community, in addition to the efforts of the Administration and the public relations firm. He said that while the City has been filling fiscal holes by utilizing money from vacant positions, that they need those positions filled to be able to respond to the demands of the Residents and the Commission in a timely manner, stating that his Administration has been working aggressively to fill those positions. Manager Williams reported that the Career Fair the previous Saturday was successful, having slotted for 125 community members to interview for open positions, but actually having over two hundred people come that were interested in working for the City of Opa-locka. He concluded by stating that the Commission's efforts to represent the City, are working.

Commissioner Kelley stated that he would have Staff follow-up on a date for a meeting for the reopening of Ingram Park, which he said would happen at the end of the month. The Commissioner then said that he received information on beautification as he was coming in but said that he hadn't had a chance to read it. He then requested an update on Cairo Lane and where the City is on getting it completed. The Commissioner also addressed the flooding challenges on 147th, acknowledging that drains were put in, but he said that it still seems to flood, despite it being dry for a few days, which he said was good. He concluded by stating that he would like an update on those items.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Mayor Taylor asked Interim City Manager Williams for an update on the City's financial oversight.

Interim City Manager Williams stated that the City had given a deadline of June 30th for the 2021 fiscal year comprehensive annual report. Manager Williams then said that the City's internal auditor, the Brunson team, was unable to complete a GASB 34 conversion. He stated that completing the conversion is not a skill set that many people have and no one on the Brunson team was able to complete it to the satisfaction of the Finance Director and the City Manager. The Manager then stated that they reached out to Marcum, which he said has a team dedicated to GASB 34 conversions, but he informed the Commission that they will not be available until July 17th. He added that the conversion takes 3 to 4 days, and that the files would then be turned back over to Marcum to complete, which he said would take another 3 to 4 days. Manager Williams reported that he anticipated submitting the fiscal year 2021 annual financial report to the State of Florida in the last week of July, no later than the 31st.

Mayor Taylor stated his understanding that Interim City Manager Williams was stating that the report would be submitted no later than the 31st of July.

Interim City Manager Williams confirmed that Mayor Taylor was correct and he said that they were still shooting to make a December 31st deadline for the 2022 report, which he said would have the City of Opa-locka current for the first time, after not submitting annual financial reports for a decade, adding that this team would have completed 3 annual financial reports in less than 18 months.

Commissioner Kelley asked if completing the GASBY 34 was part of the Brunson team's scope of service.

Interim City Manager Williams confirmed that it was.

Commissioner Kelley then asked if the City was recouping some money because they couldn't do it.

Interim City Manager Williams stated that they were having the discussion.

Commissioner Kelley asked City Attorney Norris-Weeks to make sure she got in that discussion, adding that they could not do the job and got the City behind.

Mayor Taylor stated that he was with Commissioner Kelley.

Commissioner Bass publicly thanked everyone including the Manager for the work that they are putting into the City of Opa-locka, acknowledging that there is a long way to go and that they are not perfect but are moving forward. The Commissioner said that there were bumps in the road, but they tied their bootstraps and kept trotting towards their goals. As it relates to the audits, she recognized that the City is behind, but said that they are so much closer to the end than they have been in a decade, which she said sounds good to her. Commissioner Bass concluded by urging them to continue doing what they're doing, stating that they are going to continue praying for the City as they continue to move forward.

Mayor Taylor stated that they all know the conditions of Glorietta Gardens, stating that most of the Commission Members have toured it on several occasions. The Mayor then offered a shout out to Code Enforcement Manager Wilcox and Interim Police Chief Ottley for leading the City's door-to-door task force to make sure that the Citizens are in livable conditions. He said that the Residents are seeing a light at the end of the tunnel and shared that they had met with the owner of the building, stating that they're moving forward. Mayor Taylor then invited his Commission Colleagues to a town hall meeting the following day at 6 pm to formally discuss the findings, the plan from the Manager's Office and allow the Residents to ask questions. The Mayor then went on to note that the Commission had passed legislation to update the City's hurricane preparedness plan, and noted that it was now July, asking if that could be provided to the Commission as soon as possible.

Interim City Manager Williams confirmed that it absolutely would be.

Mayor Taylor stated that the process for the search for a permanent City Manager had been started and that the goal was to call a Special Commission Meeting the following week to narrow the search down from the eighteen who applied for the position.

Commissioner Bass suggested that the Commission be polled after the current meeting.

Mayor Taylor asked City Clerk Flores to reach out to the Commission the following day to poll them for their availability for a Special Commission Meeting. The Mayor then recalled that Commissioner Kelley had discussed having the Commission bring up to three

candidates and narrow it down to three that they agreed upon at the Special Commission Meeting. He asked his Commission Colleagues if they were still okay with that.

Vice Mayor Ervin joined her Commission Colleagues in confirming they were still okay with that.

Mayor Taylor thanked City Clerk Flores for sending out the resumes to make sure that the Commission has an opportunity to review them.

City Clerk Flores stated that she thought it was better to poll the Commission now because she pointed out that there are several other things the week of the 17th on the calendar, including the Signage and Color Chart Workshop on Wednesday July 19th and the beautification event being sponsored by Commissioner Kelley and Commissioner Williams on July 20th.

Interim City Manager Williams offered to move the Workshop.

Mayor Taylor asked if it was the will of the Commission to postpone the Workshop and replace it with the Special Commission Meeting to discuss the City Manager search.

Commissioner Kelley asked who was sponsoring the Workshop.

Mayor Taylor stated that the Community Development Department was sponsoring it.

City Clerk Flores also informed the Commission that Commissioner Williams is not available at all on the 19th.

Mayor Taylor asked what day Commissioner Williams was available.

City Clerk Flores shared that Commissioner Williams was not available on the mornings of Monday the 17th or Tuesday the 18th but she could do the afternoon or evening. The City Clerk said that the Commissioner was also amenable to doing it in the morning before the beautification event on Thursday. She also said that Commissioner Williams was available all day on Friday.

Mayor Taylor stated that he wouldn't want to do it in the morning because it is the City Manager search and he would want to give Residents an opportunity to speak their mind, asking if 6:00 pm on Tuesday was good for everybody.

Vice Mayor Ervin said that she thought Commissioner Kelley would have a conflict.

Commissioner Kelley said that Tuesday at 6:00 pm was fine.

Mayor Taylor asked about 5:30 pm.

Commissioner Kelley said that would be even better.

City Clerk Flores noted that there is a Planning & Zoning Board Meeting that Tuesday at 7:00 pm.

Mayor Taylor stated they will just have a hard stop at 6:59 pm.

City Clerk Flores asked if the meeting would be scheduled for 6 pm.

Mayor Taylor asked if 5:00 pm was too early for the Commission and noted that his Commission Colleagues indicated it seemed fine with everyone, adding that it would give them 2 hours for the meeting.

City Clerk Flores thanked the Mayor and Commission.

Mayor Taylor then invited the community out to BINGO that Friday at 6 pm.

Vice Mayor Ervin stated that she feels the public relations firm is not meeting the terms of their contract or the needs of the City, noting that the City had a Fourth of July event which she said was extremely nice, but she lamented that no one from the public relations firm was there and they didn't have any coverage for the event, only having it posted once on June 29th. The Vice Mayor pointed out that the City had not done a Fourth of July event with fireworks in a long time, and that it bothered her that there was no representation from the public relations firm. She added that the event was an amazing multi-cultural event for all ages, thanking the City Employees who brought their families out. The Vice Mayor then thanked Procurement Specialist Junior Bergel, who she said proved her wrong by having the fireworks, which she said were on point. She also thanked the Beautification Division, Parks & Recreation Department, Manager's Office, Clerk's Office, Police Department, Residents and everyone who made the event memorable. The Vice Mayor also shared that the next day, she saw that kudos were offered on Facebook from people saying that they better stop sleeping on Opa-locka, adding that we are here with a bang, which she said was proved on the 4th of July. She then went on to thank the Police Department and Manager's Office for allowing her the opportunity to tour Glorietta Gardens Apartments with them, stating that it was heartwarming. She then said that there are a few more apartment complexes that they need to also look at because she doesn't want Opa-locka to be a city of slumlords. Vice Mayor Ervin concluded by stating that she looked forward to seeing Residents at BINGO that Friday, sharing that it would be a luau.

Commissioner Kelley shared that though he could not stay because he had to go out of town, he did enjoy the 4th of July activities. The Commissioner then joined Vice Mayor Ervin in commending everyone who had a part in making it a success. He also expressed that he shares the same concerns that the public relations firm is not where they should be

and said that he was going to work with the City Attorney to look at the agreement because he does not believe in just paying folks that are not doing what the City needs them to do. Commissioner Kelley then thanked the Public Works Department, Police Department, volunteers and his Commission Colleagues who stepped in for the Farm Share food distribution while he was out of town. He then said that the Feeding South Florida food distribution would take place the following Friday at Segal Park from 10 am to 1 pm. The Commissioner also reported that Residents came to share their concerns at the last Meet Me Monday, and he said that he would continue to forward those concerns, stating that he is very concerned about some of them and that the ones for the current month would be forwarded to the Manager's Office by the following morning. He thanked his Commission Colleagues for passing the legislation. The Commissioner thanked the Police Department and the Interim Chief for always having someone there to talk about the issues and the things they are doing in the Police Department. He pointed out that he has said from the beginning when he came back, that it is something he has been doing for over 20 years and said that he welcomes the Manager's Office and any Department that they want to send to be part of Meet Me Monday. Commissioner Kelley then went on to say that so much had been said over the last few years about beautification, stating that he wanted to change that going forward, sharing that he and Commission Williams with the support of the entire Commission were hosting a community conversation on beautification, the following Thursday, July 20th at 6:00 pm at Coachman Gardens, across the street from Nathan B. Young Elementary School. The Commissioner said that they already have inquiries about beautification from other parts of the Community as they begin to brighten the City's future, stating that there would be conversation and some action as they move the City forward. He shared that he told Residents on Monday that he makes no apologies about it and that if City Hall can look pretty, the rest of the City and medians can look the same way, adding that they are going to work to make sure that occurs. Commissioner Kelley then invited everyone to the official reopening of Ingram Park on July 29th from 1 to 4 pm, stating that it is the beginning of bringing the park back to its stature in the Opa-locka Community. He said that he wanted Residents to know that he continues to work on their concerns, which he said sometimes are not popular, but he stated that he is not on the Commission for popularity and is there to make sure that he represents the Residents and let their voice be heard. The Commissioner then stated that he was glad to hear about the progress and potential for Glorietta Gardens Apartments, joining Vice Mayor Ervin in stating that there are some others that they need to address as well. He concluded by saying that he would be at the town hall meeting the following day in spirit because his wife would be celebrating her birthday that day and he was going to be a good husband and be with her.

20. OFFICIAL BOARD APPOINTMENTS:

Mayor Taylor stated that he wanted to appoint Nikisha Williams to the Local Financial Oversight Board, so that a quorum could be established, and the board could get up and running.

It was moved by Mayor Taylor, seconded by Commissioner Kelley to appoint Nikisha Williams to the Local Financial Oversight Board.

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

Commissioner Kelley	Yes
Commissioner Williams	Not Present
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

21. ADJOURNMENT:

Mayor Taylor asked everyone to keep Mayor Riley in their prayers.

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the meeting at 8:27 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The City of Bright Opportunities”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING

July 26, 2023
7:00 P.M.

1. CALL TO ORDER:

Mayor Taylor called the meeting to order at 7:04 p.m. on Wednesday, July 26, 2023 at the City Commission Chamber, 780 Fisherman Street, 3rd Floor, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Dr. Sherelean Bass, Vice Mayor Natasha L. Ervin, Commissioner Joseph L. Kelley, Commissioner Veronica J. Williams and Mayor John H. Taylor Jr. Also, in attendance were: Interim City Manager Darvin Williams, Assistant City Manager Sha’mecca Lawson, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobb and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was led by Mayor Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Special Presentation by Interim City Manager Williams
Introduction of the new City of Opa-locka Police Department Officers

Interim City Manager Williams shared his excitement to introduce the Community and Elected Officials to the newly hired Police Officers, stating that they have been working really aggressively to fill the ranks and reporting that the last career fair was extremely successful. Manager Williams then invited Interim Police Chief Ottley to introduce the Officers.

Interim Police Chief Ottley introduced the newest Opa-locka Police Department Officers, including Carlo Alexandre, Tyree Johnson, Ronald Weekes, Roderick Nesbitt, Jessica

Salabarria, Daniel Lungi and Thomas Donohue. Chief Ottley also presented commendations for outstanding service to Officer Raynard Lafavor, Officer Rodney Jean Baptiste and Officer Dwayne Ramikie.

Mayor Taylor thanked the Police Officers who he recognized keep the City safe and he welcomed the newcomers to the Opa-locka family.

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

City Clerk Flores informed the Commission that a request had been made to amend the Agenda and read the proposed Add-on Item into the record.

14-1

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to add the resolution proposed by Add-on Item 14-1, to the Agenda.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to change the order of the Agenda, to discuss Agenda Item 16-1 after the Citizen's Forum.

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

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

Commissioner Bass pulled Consent Agenda Item 13-1.

Commissioner Kelley pulled Consent Agenda Item 13-2, 13-4 and 13-6.

It was moved by Commissioner Kelley, seconded by Commissioner Williams to approve the Consent Agenda.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Williams, seconded by Commissioner Kelley, to approve the Agenda.

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

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes - June 28, 2023

It was moved by Commissioner Bass, seconded by Commissioner Williams to approve the minutes from the Regular Commission Meeting Minutes for June 28, 2023.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

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

Mayor Taylor stated that Florida State Representative Ashley Gantt for District 109 would be addressing the Commission and he said that because she was not there yet, that they would come back.

10. PUBLIC PRESENTATIONS:

**Tim Koeshall and Beau Hendrix
Civic Plus
Ref: Digitizing the Business Licensing, Code Enforcement and Planning and Zoning
Departments**

Mayor Taylor recognized the representatives from Civic Plus to deliver their presentation virtually to the Commission, but they were unable to as a result of technical difficulties.

**Carolina Lozano, Account Supervisor
Roar Media
Ref: Recap of our Q1-Q2 efforts; Brand concepts for the "I Am Opa-locka" Brand
Campaign; and Strategic Plan Overview**

Mayor Taylor then proceeded to recognize the representatives from Roar Media to deliver their presentation to the Commission.

Roar Media Chief Executive Officer Jacques Hart delivered a presentation to the City Commission recapping their marketing efforts.

**11. CITIZENS' FORUM:
(Opportunity for discussion of any concerns – please limit to 3 minutes)**

City Clerk Flores announced the protocol for public participation at City Commission meetings.

Mayor Taylor opened the Citizens' Forum.

Former Commissioner Gail Miller who resides at 14235 NW 22nd Place said that they are doing a great job, noting that she is seeing the Police Department, City Hall and all kinds of different things for the children and the citizens, sharing her thanks. She then said that she was there because she pointed out that the Agenda included an ordinance to name Service Road after the late Deborah Sheffield Irby Road, sharing that she misses her. Stating that the Community came out because they wanted to support Deborah, she said that it was because they know what Deborah did for the City. She concluded, joined at the podium by Deborah's daughter, urging the Commission to vote for the ordinance so that the street could be named after her sister, and she thanked the Commission.

Ms. Patricia Ellis, who resides at 1146 Dunad Avenue asked to have Agendas emailed to her, because she does not get notices of the Commission Meetings. Ms. Ellis then shared that she had the opportunity to go before the County Commissioners to speak regarding a proposed increase to non-ad valorem taxes, lamenting that there were hardly any citizens there and stating that she asked that they not increase and that they decrease. She said that

it was stated that the County used to get paid for the recyclables contract but now pays for recyclables to be picked up and that more money is needed. Ms. Ellis stated that the decision was deferred until September 3rd, and she asked that the Representatives of the City of Opa-locka and Citizens speak before that Commission because she said that they don't get good service for the money that is paid and that every time it goes up, services go down. She then addressed Roar Media and lamented that she did not know about the Fourth of July event, pointing out that there were very few Citizens there. Ms. Ellis concluded by sharing that she knew and still loves Deborah Sheffield Irby and she stated that they want the street to be named after her, urging the Commission to do whatever comes before them to honor her because she said that she deserved it as a public servant that did not ask for much in return for the things that she did for the Citizens in the City.

Ms. Johnnie Greene who resides at 2091 Wilmington Street stated that she also supports the naming of the street for Deborah Irby, sharing that she always looked out for others, including any kids that needed book bags and those who could not pay their water and light bills. Ms. Greene said that she hoped it would pass in her honor. She then expressed her concern about not knowing what is going on because she does not have an agenda and she stated that she feels she is due the courtesy to have an agenda sent out as a Senior. Ms. Greene then urged the Commission not to forget the east, stating that nothing had been done, reminding them that they voted for the Commission and that they needed to be out there seeing what their concerns are. She then went on to say that something needs to be done about the infrastructure, sharing that when it rains, the water just settles and she can't get into her house, asking that something be done and expedited.

Mr. Merrick Williams, who resides at 1211 Peri Street, said that he has nothing but good to say, sharing that he has been a resident for seven or eight months after purchasing an old, abandoned house that he said needs a lot of love and care. Mr. Williams said that the City Commission and City Manager have been nothing but open, caring and responsive on many occasions and has had the opportunity to talk with them at meetings and on an individual basis. He then informed the Commission that about a month ago, he received a water bill at the property for \$5,000 and that he has tried to get it resolved, because he pointed out that there was no one living there, noting that Commissioner Bass must know it because she lives on that street. Mr. Williams said that he got a lot of back and forth about whether the County or the City is responsible and shared that he has asked for an administrative hearing with City Officials. He added that when he talked to people at the City, it was recommended to create a payment plan, but he did not agree with that because he said that it was a bill that he did not create. Mr. Williams urged the Commission to take a personal interest in the property, because he thinks it will add to the City once it is corrected and done beautifully, like the other homes on his street. He then proceeded to thank each of the Commission Members individually, thanking Commissioner Williams for the job she has done with the green trees, Commissioner Bass for the job that she is

doing to thank and appreciate the people in the City, Mayor Taylor for his leadership, Vice Mayor Ervin for the work that she has done and Commissioner Kelley for his Meet Me Monday Meetings, adding that he has attended as many as he can. Mr. Williams concluded by urging the Commission to continue the good work that they are doing, stating that he feels proud to be an Opa-lockian, recognizing the changes including the abandoned buildings that have come down and the sidewalks on his street, adding that they talk a lot about the bad, but pointing out that they forget to talk about the good, recognizing that there's a lot of good and thanking the Commission once again.

Ms. Patricia Ellis, who resides at 1146 Dunad Avenue, added to her previous comments and pointed out that the proposed decrease in the millage rate from 9.8 to 9.35 was a good thing.

Ms. Jasmine Wimes who resides at Glorietta Gardens Apartments located at 13004 Alexandria Drive, Apartment 103 acknowledged that Commission Members had already been in her unit and reported that she had been placed in a hotel for 2 days and was told that it could only be for a week, but she expressed concern about the sewer issues and the problems on the east side. She said that everyone goes home comfortably, but they are being treated like this because they are not paying market rent, stating that they should be living with rats, roaches, termites, frogs, the sewer coming up and mosquitos. Ms. Wimes also shared that when something breaks, they have people act like they are fixing it and the problem comes back in a few days. She said that there was nothing really being done, and asked for the Commission to help them so the buildings are torn down, have them fixed up or help them move. Pointing out that she is pregnant, she stated that she can't keep going through this situation, sharing that her son just broke out all over his body because he keeps taking a bath in the water, developing a lung and throat disease, having seizures, chronic asthma and has to have surgery almost every year as a seven-year-old. Ms. Wimes said that they are living like the people on the streets, stating that she can take it but that the kids don't have to live like that. She shared that she has been inside Glorietta Gardens Apartments for 30 years in August and she concluded by stating that she is not going to go back until they fix what is going on.

Former Commissioner Audrey Dominguez who resides at 1147 Jann Avenue said that she wanted to speak about what Ms. Ellis addressed and stated that she had a report from Miami-Dade County of the city millage rates, pointing out that the City of Opa-locka has the second highest. She said that Opa-locka was at 9.65 in 2021, acknowledging that it was lowered to 9.35 in 2022. In her calculations, she said that if a house is valued at \$350,000 at a rate of 9.35, it would be \$3,272 in taxes. She said that a lot of Residents have lost their homes to foreclosure, due to not being able to pay their mortgage, taxes and insurance, which she pointed out has skyrocketed. Reminding the Commission that the City has retired Residents living on Social Security benefits who make under \$1,000 a

month, she said that while some might have their houses paid for, they have to find the money to pay their taxes at the end of the year. Noting that it is always said that the Commission needs to do better for the Residents, she suggested that it be lowered to 8%, adding that the City is getting funding from the State of Florida and Federal Government, in addition to grants. She said that the Residents of Opa-locka deserve a break and urged the Residents to let their voices be heard at the budget hearing.

Ms. Sharon Peterson who resides at 14250 NW 22nd Place stated that Miami-Dade County is doing some roofing work on her home, and she said that it seemed as if it had been over a month because they work for 2 days a week and then have to get permit approval from the City of Opa-locka, adding that she wanted to know if it's true.

Mayor Taylor asked Interim City Manager Williams to have a City Staff Member address her questions.

Ms. Peterson also expressed support for the street naming for Deborah Irby.

Mr. Gary Johnson who resides at 13235 Alexandria Drive, Apartment 10 informed the Commission that he is part of the National Alliance of HUD Tenants Association. Mr. Johnson said that no one had ever come to the rescue of the Residents of Glorietta Gardens until now, and he thanked the Mayor, the Commission, the City Manager and the Chief of Police. He then went on to express concern about what would be implemented for the 328 units if the only 3 other multi-family facilities in the State of Florida were having problems and he urged them to be thoughtful and careful about what they were asking for. Mr. Johnson also asked what the City came up with when they went through all the units and whether it would be made public. He then pointed out that DeSantis passed a policy to teach that slavery gave African Americans skills, and urged the Mayor and Commission to fight against that for the kids that attend predominantly black schools. Mr. Johnson then concluded by thanking the Glorietta Gardens Residents in attendance of the meeting, expressing his hope that they continue to come, urging the Mayor and Commission to keep the heat on Glorietta Gardens and he expressed his appreciation for their consideration.

Mr. Sergio Bonilla introduced himself as the new Principal at Beacon College Prep, which he said is a K-8 school. He recalled talking with Mayor Taylor and Commissioner Bass about education at the last meeting, and he said that he would be attending the meetings regularly because he wants to get a pulse on the community and get the school's name out and for the school to be a powerhouse because the students are in such fundamental developmental years to be setup for high school, college and adulthood. Addressing the comments made by Mr. Johnson, Principal Bonilla pointed out that Beacon Prep is a public charter, but still has to adhere to the State of Florida curriculum and the test at the end of the year, but he said that as a classroom teacher and administrator, he always imparts on students the ability to think critically and analytically and not just accept what is being

given to them. He then said that when the social studies departments get to those sections of the books, they are going to teach their kids to question and analyze, regardless of what the State of Florida and the Miami-Dade County School Board District tells them.

There being no additional members of the public to address the Commission, Mayor Taylor closed the Citizen's Forum.

Mayor Taylor thanked all of the Residents that utilized their First Amendment right to address the Commission. The Mayor then thanked Ms. Miller, Ellis and Green for speaking about the late great Ms. Irby, stating that she is loved in the community, acknowledging the great things she has done. He also thanked Mr. Merrick Williams. The Mayor then addressed the Residents of Glorietta Gardens Apartments, offering them assurances that the Commission will not stop fighting for them, noting that all of his Commission Colleagues have been there and adding that they are having conversations with the Department of Housing and Urban Development, in addition to local, state and federal elected officials with the City Manager and Police Department because he said that they deserve a better living quality. He then urged Ms. Peterson to ensure she schedules a meeting with the Manager to get her questions answered. Mayor Taylor then addressed Commissioner Dominguez's suggestion about property taxes, and he reminded everyone that the Commission has to set something to send to the State of Florida and can't go higher but can reduce the taxes for Residents to relieve the burden. He also said that he would hold Mr. Bonilla to his statement to ensure that the children learn their history. The Mayor then said that Vice Mayor Ervin suggested that they shout out Code Enforcement for helping with Glorietta Gardens.

Vice Mayor Ervin reminded parents that they are their children's first teachers and can also teach them history correctly.

Commissioner Kelley addressed Ms. Ellis and said that the Manager had been asked to look at the memorandum of understanding with Miami-Dade County regarding solid waste and the challenge she mentioned, stating that he hoped to get an answer. The Commissioner then said that he shared the same concerns about communication but said that he would address that later in the meeting. Commissioner Kelley then joined Mayor Taylor in expressing gratitude to the Residents who addressed the Commission, and he said that he looked forward to working to make things better.

[16-A-1] AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE SECTION OF SERVICE ROAD FROM NORTHWEST 22ND AVE TO NORTHWEST 18TH AVE AS DEBORAH SHEFFIELD IRBY ROAD; PROVIDING FOR A REPEALER; SEVERABILITY AND EFFECTIVE DATE. *Sponsored by Mayor Taylor*

The above ordinance was read by Assistant City Attorney Cobb.

It was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to discuss Agenda Item 16-A-1.

Mayor Taylor introduced his sponsored ordinance, stating that they all know Ms. Irby did great things in the Community and he said that they want to celebrate her for everything she has done. The Mayor shared that he has known Ms. Irby pretty much his entire life and he said that over the last couple of years, she was his neighbor and taught him a lot, making him a good public servant, for which he said he will always appreciate her.

Mayor Taylor opened the Public Hearing for Agenda Item 16-A-1.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 16-A-1.

Commissioner Kelley stated that Mayor Taylor summed it up best, recalling that he worked with her in the Community a long time and he said that he was glad to support the proposed ordinance.

Vice Mayor Ervin said that she was definitely supporting the proposed Agenda Item. The Vice Mayor then said that she misses her conversations with Ms. Irby, adding that she was probably one of the most real people she has had the pleasure of knowing.

Mayor Taylor also noted that Ms. Irby served as City Clerk, and he said that he believed she was the longest serving City Clerk in the City of Opa-locka.

There being no additional discussion, the proposed ordinance passed its first reading by a 5-0 vote.

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

Florida State Representative Ashley Gantt who represents District 109, provided a legislative update to the City Commission on the new standards created by the Florida Department of Education for the teaching of African American history, stating that the standards are ridiculous and urging the public to hold Education Secretary Manny Diaz Jr. accountable.

Mayor Taylor thanked State Representative Gantt for the great things that she is doing in Tallahassee, and he asked that she continue to fight for the City.

Vice Mayor Ervin joined Mayor Taylor in thanking State Representative Gantt.

Commissioner Williams said that they talk all the time, and she expressed her hope that the City rallied behind State Representative Gantt.

Commissioner Kelley echoed the sentiments of his Commission Colleagues. The Commissioner then thanked State Representative Gantt for coming to the beautification conversation and expressed his hope that she would attend the cleanup on August 5th. He concluded by requesting that State Representative Gantt use her political capital to help with the Glorietta Gardens Apartments situation.

State Representative Gantt stated that she was livid about the conditions at Glorietta Gardens Apartments, and she confirmed that she would help.

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

- 1. [13-1] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CREATE A SISTER CITY PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Commissioner Kelley but failed for lack of a second.

- 2. [13-2] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO ESTABLISH KABOOM PARK AS ONE OF THE CITY'S OFFICIAL PARKS, IN HONOR OF NATIONAL PARKS AND RECREATION MONTH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor***

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Commissioner Kelley, seconded by Commissioner Bass to discuss Agenda Item 12-2.

Mayor Taylor introduced his proposed resolution by stating that he wanted the City to take all necessary steps to establish Kaboom Park as an official park in the City of Opa-locka. The Mayor acknowledged that it was not a new idea and he said that many Commissioners had tried to move the process along, and he said that he just wanted to make sure that the children in the Magnolia area have a park to play at.

Commissioner Kelley said that he supported having the park and taking the steps to acquire it, but asked about the structure of the financial impact and he asked if what had to occur was just the establishment of the name and what the difference was between that and the steps to acquire it.

Mayor Taylor stated that he wanted the City to actually acknowledge it as a park, and he said that acquiring the entire property would be something that they would have to work with legal and management on. The Mayor then offered to amend the proposed Resolution to ask that a plan be brought back before the Commission to acquire the property.

Commissioner Kelley asked for clarity on whether the Commission was just going to name it with no dollars expended until the plan comes back before the Commission.

Mayor Taylor said that there would be 2 phases, with the first being to establish it and then to develop a plan to bring it all under one umbrella.

Commissioner Kelley stated that the only thing he was concerned about was how much the City was going to expend to do what needs to be done, adding that he would prefer that a cap be put on it and that if it went beyond that, it would come back before the Commission.

Mayor Taylor asked Interim City Manager Williams if he wanted to weigh in on the dollar amount.

Interim City Manager Williams stated that 2 of the parcels are owned by the Opa-locka Community Development Corporation and 2 are owned by private developers. Manager Williams then said that unless the City of Opa-locka owns the entirety of the land, they are unable to identify it as a park or even put a fence around the property that the City owns. He said that it was his understanding that it would cost approximately \$250,000 - \$500,000 to acquire all 4 pieces of the land.

City Attorney Norris-Weeks stated that at least one of the owners is willing to deed their parcel over to the City as part of an overall agreement, stating that she just wanted to remind the Mayor and Commission about that.

Interim City Manager Williams stated that it was included in the estimated costs.

Commissioner Kelley asked if his understanding was correct that it would cost \$250,000 to make it work.

Mayor Taylor pointed out that it was the number that the manager said it would cost to acquire the property, but he said that he didn't think that there was any ordinance that prohibits the City from adopting the area and officially making it a park.

Commissioner Kelley asked if the property could be named, knowing that there are other owners.

Mayor Taylor pointed out that it has a name now.

Commissioner Kelley asked about making it the City's.

Mayor Taylor reiterated that there is nothing that prohibits the City from adopting the area as a park, and he acknowledged that the acquire the parcels if the Commission desires to in the future, would be part of the two-step process which would not be done until it comes back before the Commission.

Commissioner Kelley stated that he would support the Item, but that it would have to say to establish Kaboom Park without cost, and he asked the City Attorney if there was a way to accomplish that.

City Attorney Norris-Weeks stated that she would have to work with management on that and she said that she did not have an answer for the Mayor and Commission at the moment.

Commissioner Kelley stated that the challenge was that the \$250,000 was not in the document, and he expressed concern about not knowing how the City was going to go about getting the money if they established it.

Mayor Taylor proposed to defer Agenda Item 12-2 to rework it and bring it back before the Commission with the proper verbiage to address all of the questions.

Commissioner Kelley also suggested that it be part of the Parks Master Plan that was being worked on.

Mayor Taylor agreed.

Commissioner Williams stated that she was glad that Mayor Taylor pulled his proposed resolution, because she did not think it was the right time, because she feels that the City already has a lot going on in other parks, specifically mentioning Ingram.

Vice Mayor Ervin stated that she agreed.

Mayor Taylor confirmed that he wanted to defer Agenda Item 12-2.

- 3. [13-4] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ENFORCE CITY LAND USE RIGHTS THROUGH A CODE ENFORCEMENT PROCESS THAT PROHIBITS PROPERTY OWNERS FROM ENCROACHING UPON CITY OWNED PROPERTY AND EASEMENT RIGHTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams***

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Commissioner Williams, seconded by Commissioner Bass to discuss Agenda Item 12-3.

Commissioner Williams introduced her proposed Resolution by stating that it was self-explanatory, and she said that it was just to provide uniformity. The Commissioner said that the City stands by its Residents, adding that they know that laws are enforced on one side of the City, but not on the other. She then said that the proposed Resolution would direct the City Manager to utilize all efforts directed through Code Enforcement, to protect property rights throughout the City and she asked that Code Enforcement Manager Wilma Wilcox discuss some of the challenges. Commissioner Williams concluded by recalling out that Ms. Wilcox had provided the Mayor and Commission with a document on encroaching properties and recalled that they were all taken a little aback by it, pointing out that it was included with the supporting documentation for the legislation.

Mayor Taylor said that he understood the proposed Resolution but felt that it was duplicative based on what was already in place within the City, and he didn't see why it was necessary. The Mayor also said that he thought it was premature without a plan, pointing out that Residents had spoken before the Commission about the issue and the City had not yet responded with a resolution. He then stated that responding with a Resolution like the one being proposed pretty much sends the message to the Residents, that the Commission doesn't care. The Mayor said that he didn't feel comfortable supporting it for that reason, stating that he wants to make sure that the questions from the Residents on this issue are answered and that the City develops a plan to respond to the issue on the east side of the City.

Commissioner Kelley pointed out that the issue has come up during Meet Me Monday 2 or 3 times, stating that he has asked the Manager's Office for some kind of plan to address the issue. The Commissioner said he has discovered that Residents were still getting

notices and in some cases citations. He acknowledged that there is no argument over the City's property and right-of-way. The Commissioner then noted that the concerns came from the east side, after the Mayor and Commission decided to open Ingram Park, pointing out that nothing had occurred, and permits were given prior to the park being opened. He said that he didn't like the legislation as it was presented, because he did not see a process or plan and what he sees is enforcement of the City's rights, which he said was fine. The Commissioner said that he would like to see a process to lay out how folks are going to be notified to come into compliance and he asked the sponsor if some amnesty was possible. He pointed out that taking down or moving the fence is going to cost, and he said that he would like to know what the cost would be, and he suggested that Residents all over the City be given an opportunity for amnesty. The Commissioner also reminded his Commission Colleagues that Code Enforcement is designed for Residents to come into compliance, but he lamented that when he talks to some of the Residents, he said that it seems the City is more concerned about making money than getting people to comply. He also recalled that the City had a lot of compassion for the folks at the Flea Market when they had to move, noting that the City worked with them, waving stuff and giving them opportunities, stating that he wanted to see the same kind of compassion for homeowners.

Interim City Manager Williams stated that what was being requested by the Commissioner was already occurring and incorporated into policy. Manager Williams said that the first citation is a warning with no penalty. He stated that conversations had been had with every single Resident before they were cited, providing them with time frames to move the fences, also stating that an offer was made to pay for moving the fences to forgo any further encroachment, in addition to showing them the survey of City property, to amicably resolve any issues. The Manager went on to say that if there is no documentation of the warning, it is grounds for any citation to be waived, which he said is strictly enforced. He offered assurances that Code Enforcement is not there to make money and is just there to enforce the City's laws. The Manager then stated that there were some extreme issues with encroachment because many of the homeowners have moved their property lines onto City property and are now covering water meters, power lines as well as water and sewer lines, which they are now having difficulty accessing. Acknowledging that it is an issue that has been going on for quite some time with the fences being there for 5-10 years, he said that it is coming up now because the City is billing Residents what they actually use by reading their water meters, explaining that for years the billing was based on estimates. He concluded by stating that it was open to any additional things the Commission would like to add to the process that is in place with the City's policies and procedures and the Code, but he reiterated that the City was always looking to resolve it amicably with the Residents.

Commissioner Kelley stated that he asked about the process and that he would find out from Residents if none of them were being cited before everything was explained. The Commissioner said that if the City was doing that, it would be great. If the City was not,

he said that he just wanted to make sure there is a process and asked if amnesty could be provided and 30 or 60 days be provided so that the Residents can comply in case there is a hardship. He then said that in his opinion, the proposed legislation was asking to do something that is already there. Commissioner Kelley concluded that because the Manager said it's not occurring, he does not have to worry about the Amendment for the moment.

City Attorney Norris-Weeks informed the Mayor and Commission that they could definitely have an amnesty program, stating that she thinks the City had passed one, but that she was not sure if it was expired, and she said that Code Enforcement Manager Wilcox would know that better than she.

Code Enforcement Manager Wilcox informed the Mayor & Commission that the amnesty program was still in effect, but she said that those cases wouldn't need amnesty because the only thing they have received is a citation after 30 days of a warning notice that was issued. Ms. Wilcox said that 30 days was a long time to get into compliance, and she said that they still haven't complied.

City Attorney Norris-Weeks stated that the point of the proposed legislation would be relevant under those circumstances if they still haven't complied because Commissioner Williams was saying that she wanted to move on it now. The City Attorney also said that what Commissioner Kelley was saying would be relevant because the proposed legislation could have a provision with an awareness clause that could be from the effective date, to give further notice. She concluded by stating that because they don't have people complying, if enforcement is attached that may result in a lien to their property, it may get their attention.

Commissioner Williams noted that someone said that there's no process, and she stated that this was the process and the answer. The Commissioner then said that she did not want to amend and was not in agreement, then asked Code Enforcement Manager Wilcox to address the Commission.

Code Enforcement Manager Wilcox stated that the City Manager had said what she would have said about the whole process that was followed based on the City's Ordinances. Ms. Wilcox pointed out that based on the information in the report she provided to the Mayor and Commission, every one of them was warned. She said that they also had verbal conversations with them and met with a lot of them, but she said that the problem was that none of them have even attempted to begin to try to understand what they need to do with the Building & Licensing Department. Ms. Wilcox said that citations were issued after 30 days, and she said that they are in limbo because everybody is trying to figure out what the Commission wants them to do. She also said that the Public Works Department was having an issue because they can't do their jobs with the meters inside other people's property because of the encroachment onto the easement, and asked how that could be fixed.

Commissioner Williams asked if the new legislation would help Code Enforcement do what they need to do.

Code Enforcement Manager Wilcox stated that it would be the same process, explaining that they would issue a warning and allow them to come into compliance, and if they don't come into compliance, they would issue a citation, and if they continue to not comply, it will move before the Special Master, but she said that then nothing happens adding that they have not addressed the legal component yet.

Interim City Manager Williams stated that he wanted to clarify Ms. Wilcox response, stating that he thought she was saying that the legislation reflects what's already in the Code, but to answer the question that was asked by Commissioner Williams, he said that it absolutely does help. The Manager then said that they seek to look to the elected officials for clarification on how to move forward with enforcement, and if they are implementing legislation that directs and supports that, it is always helpful to the Administration for guidance.

Commissioner Kelley asked to be shown the process, stating that he heard the process that was explained by Code Enforcement Manager Wilcox, noting that the legislation cited a Code Enforcement process and asking what the difference was. The Commissioner asked if the property owners who were granted a permit would be granted more time and how it would be communicated. He noted that on the list provided to the Mayor & Commission by Code Enforcement Manager Wilcox, particularly for those properties on York Street, included everything from not having a permit, to having a permit that should not have been granted, to having complied. Commissioner Kelley then concluded by stating that he could not support it because it seemed like the City was already doing what they needed to do, adding that he has no problem saying to the Residents that they have to comply and stating that he doesn't see the need to do what the City is already doing.

Vice Mayor Ervin asked if any of the people who received a 30-day warning had complied with anything.

Code Enforcement Manager Wilcox stated that none of them had complied to date. Ms. Wilcox explained that compliance would include meeting with the Building & Licensing Department to see what permits needed to be pulled so that they can remove the fence, have their property surveyed and put it in the right position. She said that the only thing they've done is have several meetings with the Administration including the City Manager and some of the Commission Members, but she said that nothing had changed.

Vice Mayor Ervin asked if they understand that they can't keep City property.

Code Enforcement Manager Wilcox explained that they understand but are challenging it because of the years that they have been there, noting that in some cases it has been 40 years, and nobody ever did anything about it. Ms. Wilcox said that they were only enforcing the Code and she reiterated that the Public Works Department has said that they can't get to the meter, adding that they need to notify them to let them know that they are encroaching.

Commissioner Kelley noted that they have to get a survey and pointed out that it represents a cost and money they probably don't have. The Commissioner explained that what he was saying was that he wanted to make sure that they were given an opportunity to comply, and he said that he was looking for an additional 15 or 20 days in the new process. He said that the homeowners deserve the same courtesy that was given to the businesses of the Flea Market that the City worked with when they were going through their challenges. Commissioner Kelley also noted that Commissioner Williams stated that she doesn't want to add amendments, stating that it is where he is at on it.

Code Enforcement Manager Wilcox stated that they have given them the opportunity and offered to give them additional time to pull their survey.

Mayor Taylor said that he stands on his statement that the proposed resolution was duplicative, and he said that there was no plan. The Mayor then pointed out that Residents pulled permits, were inspected and got approved, stating that he was uncomfortable with it.

Interim City Manager Williams stated that there have been instances in which Residents have come forward through the process to say that they received a permit several years ago from the City of Opa-locka that said they could put their fence on City property. Manager Williams said that having a permit provided by some process that was unclear several years ago by someone that may or may not still be in the City, does not entitle them to City property.

Commissioner Bass asked who was thinking about the Residents whose water meters are not being able to be read because of issues with other people's fences.

Mayor Taylor stated that he was under the impression that the issue with the person not being able to turn on their water was rectified. The Mayor also pointed out that the City celebrated that all of the water meters had been digitized and it was stated at a previous meeting that the only reason that a person would need to go into someone's yard, is when they are changing over service, noting that it wasn't the issue because the people they were talking about had been living there for years. He said that he and Commissioner Kelley had been asking for a plan, but they have yet to get answers.

Commissioner Bass stated that she has no intention of running again for the position and has no intention to sit there and predicate the Residents, putting them in a little lump, stating that they are much more than what they are picturing them to be.

Mayor Taylor stated that they were elected to fight for the Residents.

Commissioner Bass stated that the Residents should be given some standards and said that if they did something that was wrong, it was wrong regardless of when it was done.

Mayor Taylor stated that the City was wrong.

Commissioner Bass acknowledged that the City was wrong and suggested that they give surveys to get the fence down and move on.

Commissioner Williams said that the statement had been made that there is no plan, and she said that it had been outlined and stated and maybe had to be re-read by certain members. The Commissioner concluded by stating that plenty of legislation comes up with no plan that they have passed and has not dug as deep as the legislation she was proposing.

Vice Mayor Ervin stated that there were 2 wrongs in the situation, with the City having fault and the Residents having fault. The Vice Mayor then said that she thought it was a great idea that the work be done for them on the survey and moving the fence. She also said that they can't keep the property because she will want her alleyway too and everybody in the City is going to want what's behind their house and technically, they can't have it. The Vice Mayor concluded by stating that if they let them keep the property, it's going to be a bigger fight than what they are discussing now.

Commissioner Kelley pointed out that the process is not in the legislation, which is why he had proposed an Amendment. The Commissioner also noted that the process offered by the Manager to pay for the surveys and whatever costs, is not in the legislation either, and he pointed out that Commissioner Williams made it clear she did not want to Amend the legislation, which is why he said that he could not support it.

Commissioner Williams stated that what had been previously proposed as an Amendment, was not what was being proposed now and she said that she would amend to what the Manager proposed, supporting the surveys and moving the fences.

City Attorney Norris-Weeks stated that there could be legal issues because of a concept called adverse possession, and she said that she didn't think they should just be doing surveys and moving fences. The City Attorney added that there were probably other steps that the City would need to take and that it would really be on a case-by-case basis.

Commissioner Williams said that it was what she figured and why she said that she didn't want to amend because she knows it is case-by-case and knows that it is going to be something that they would have to deal with through legal.

Commissioner Kelley asked for clarification on what Code Enforcement had offered the property owners, noting that Code Enforcement Manager Wilcox had said they tried to work with them.

Code Enforcement Manager Wilcox stated that they offered additional time if it was needed to pull the proper permits, but she said that her office never offered to move their fences.

Commissioner Kelley asked how much extra time they give them.

Code Enforcement Manager Wilcox said that they could easily give them another 30 days based on how long it will take to remove the fence because they are about compliance.

Mayor Taylor stated that they had discussed the proposed Resolution long enough and called the question.

There being no additional discussion, the resolution passed by a 3-2 vote.

Vice Mayor Ervin	Yes
Commissioner Kelley	No
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	No

4. **[13-6] A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2023-2024; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2023-2024; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager***

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to discuss Agenda Item 12-4.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 12-4.

Interim City Manager Williams informed the Commission that the resolution proposed by Agenda Item 12-4 would set the proposed annual budget that was due to the State of Florida at the end of the month based on Florida State Statute. The Manager said that the City had complied with holding 2 public hearings, incorporating the feedback of the Mayor and Commission and he said that Budget Administrator Anathan was available to answer any specific questions that the Commission had.

Commissioner Kelley pointed out that he was not at the second Budget Workshop but he said that he got the document from the Manager's Office. The Commissioner recalled that he had asked for additional money for the Finance Department and asked if it was in the proposed budget and how much more was added to be able to get the documents and hire the people that are needed to make sure they meet the December 31st deadline. He noted that there was an increase of \$50,000 for marketing and public relations and said that he knew it was probably going to pass but stating that he wanted to put it on the record that he was totally opposed to giving them any more money because they haven't delivered on the stuff that they should have already been doing. Commissioner Kelley concluded by acknowledging that the \$50,000 would not change the bottom line or the millage rate but said that he didn't see the need for the increase.

Interim City Manager Williams addressed the issue with staffing in the Finance Department, informing the Commission that temporary staffing was looked at with Budget Administrator Anathan, with the feedback from Finance Director Walker and he said it would increase the budget by \$500,000 to hire 2.5 temporary staff positions. The Manager then said that it came to about \$437,000 as an annualized figure, and he said that with the other amendments to the budget, the total amendment came to over \$1 million, and he stated that they could not sustain all of the changes to be incorporated based on feedback and recommendations from the Commission. He shared his proposal with the Commission to utilize a portion of that money to increase the salaries for the positions and adding a signing bonus, so that they can quickly put in place members of the Finance Team who will be permanent and will understand the City's bookkeeping. Manager Williams stated that it was believed that the proposed plan would save about \$300,000. He then went on to address the issue regarding the increase for public relations and marketing services, stating that it is not revenue that would go to Roar Media. The Manager stated that Roar Media gets its monthly fee from its contract that includes its scope of services, and he said that the newsletter and promotional videos that he hoped to get done with the Commission

the following month, were outside that scope. He added that additional marketing items that are outside the scope of Roar Media's contract, are put through the City's procurement process, and that Roar Media is able to put in a bid, but it does not guarantee they will receive it, and he offered the example of the bid for the promotional videos, which he said was awarded to the Wiggins firm.

Commissioner Kelley stated that he looked forward to seeing the procurement process for the newsletter and said that he stood by his statement that the \$50,000 should go to the Finance Department. The Commissioner then asked if the proposal for the Finance Department was to increase the Staff by 2.5 people.

Interim City Manager Williams asked Budget Administrator Anathan to address Commissioner Kelley's question.

Budget Administrator Anathan informed the Mayor and Commission that the bonuses that were discussed were for two Accountants and one Accountant 2, for a total of 3.

Commissioner Kelley stated his understanding that the increased pay and signing bonus would be for 3 positions.

Budget Administrator Anathan confirmed that Commissioner Kelley was correct.

Commissioner Kelley asked what the total amount was for the 3 positions.

Budget Administrator Anathan stated that the total compensation would be \$230,000 for the base pay, plus the \$20,000 signing bonus which he said would be distributed dependent on seniority, which would bring the total to \$250,000.

Commissioner Kelley thanked Budget Administrator Anathan.

Budget Administrator Anathan then informed the Commission that the blank spaces in the proposed Resolution should be filled in with \$95,086,362.

There being no additional discussion, the resolution passed by a 4-1 vote.

Commissioner Kelley	No
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO CREATE A SISTER CITY PROGRAM; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*
2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO TAKE ALL NECESSARY STEPS TO ESTABLISH KABOOM PARK AS ONE OF THE CITY'S OFFICIAL PARKS, IN HONOR OF NATIONAL PARKS AND RECREATION MONTH; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Mayor Taylor*
3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RESCINDING RESOLUTION NO. 17-9301; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*
4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE INTERIM CITY MANAGER TO ENFORCE CITY LAND USE RIGHTS THROUGH A CODE ENFORCEMENT PROCESS THAT PROHIBITS PROPERTY OWNERS FROM ENCROACHING UPON CITY OWNED PROPERTY AND EASEMENT RIGHTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Williams*
5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.3500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR (FY) 2023-2024; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FY 2023-2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*
6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE FLORIDA GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2023-2024;

ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1ST AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2023-2024; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

- 7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR CITYWIDE TOWING SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
- 8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK GENERAL SERVICE ADMINISTRATION (GSA) CONTRACT GS-35F-0124U WITH CIVICPLUS, LLC. FOR SUBSCRIPTION, HOSTING, SUPPORT, AND MAINTENANCE SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$84,450.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Interim City Manager*
- 9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE AN INVITATION TO BID FOR PUBLIC RECORDS MANAGEMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by City Clerk*

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

14. NEW ITEMS:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA AMENDING THE CONTRACT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.** *Sponsored by Mayor Taylor*

The above resolution was read by Assistance City Attorney Candice Cobb.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to discuss Agenda Item 14-1.

Mayor Taylor introduced his proposed Add-on Resolution and stated that it would amend the City Attorney's contract and raise her retainer. The Mayor informed his Commission Colleagues that the contract before them included what the Commission discussed, including timely invoices and legal representation on foreclosures.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

15. PLANNING & ZONING:

A. PUBLIC

HEARINGS:

1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF A BUILDING HEIGHT VARIANCE FOR THE CONSTRUCTION OF A METAL BUILDING WITH A PROPOSED HEIGHT OF FIFTY FEET ON THE PROPERTY LOCATED AT 12705 CAIRO LANE AND IDENTIFIED BY FOLIO NUMBER 08-2128-003-0530, IN THE I-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**
Sponsored by Interim City Manager

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass to discuss Agenda Item 15-A-1.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-1.

Interim City Manager Williams informed the Commission that there was a business in the City of Opa-locka for several years and that a review by Miami-Dade County found that their operations were allowing certain elements into the storm water that should not be getting into it. Manager Williams said that they were going to require that a cover be built to continue their operations, but he said that it exceeds what is

permitted by the City’s height ordinance and he said that the proposed resolution would approve a variance to allow them to become compliant with the requirements of Miami-Dade County. The Manager pointed out that the subsequent proposed resolutions included the site plan and development agreement. He also said that Zoning Official Gerald Lee was available to answer any questions.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-1.

There being no members of the public to address the Commission, Mayor Taylor closed the Public Hearing for Agenda Item 15-A-1.

Commissioner Williams stated that during her Agenda Briefing, she had asked to be provided with a photo of what this would look like, asking if there was something like this that was built somewhere in another city or state, but lamenting that she didn’t get it.

Zoning Official Gerald Lee stated that an email was sent to Commissioner Williams that showed the roof structure. Mr. Lee explained that it is the roof itself and the points that it touches the ground with no walls in between, because the grappling equipment needs to be covered underneath the structure to keep water from being on the property and infiltrating the canal and groundwater. He apologized that Commissioner Williams did not see it.

Commissioner Williams said that she has mentioned several times that her City phone does not work at her place of work, but City Clerk Flores showed the photo to her, and she acknowledged having seen it.

There being no additional discussion, the proposed resolution passed by a 5-0 vote.

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, GRANTING APPROVAL OF THE SITE PLAN FOR THE CONSTRUCTION OF A PROPOSED METAL BUILDING WITH A HEIGHT OF FIFTY FEET ON THE PROPERTY LOCATED AT 12705 CAIRO LANE AND IDENTIFIED BY FOLIO NUMBER 08-2128-003-0530, IN THE I-4 ZONING DISTRICT;

PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Williams, seconded by Vice Mayor Ervin to discuss Agenda Item 15-A-2.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-2.

Interim City Manager Williams informed the Commission that the proposed Resolution came through the Community Development Department, and he said that Zoning Official Gerald Lee was available to answer any questions.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-2.

There being no members of the public to address the Commission, Mayor Taylor closed the Public Hearing for Agenda Item 15-A-2.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, GRANTING APPROVAL OF THE DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION OF A METAL BUILDING WITH A PROPOSED HEIGHT OF FIFTY FEET ON THE PROPERTY LOCATED AT 12705 CAIRO LANE AND IDENTIFIED BY FOLIO NUMBER 08-2128-003-0530, IN THE 1-4 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by Interim City Manager

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin to discuss Agenda Item 15-A-3.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-3.

Interim City Manager Williams informed the Commission that the proposed Resolution would approve the development agreement for the last Agenda Item that the Commission passed that came through the Community Development Department and he said that Zoning Official Gerald Lee was available to answer any questions.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-3.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-3.

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

Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Mayor Taylor	Yes

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA; FLORIDA; APPROVING THE FINAL SITE PLAN REVIEW REQUEST FOR THE CONSTRUCTION OF AN EIGHT-STORY MULTI FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 2090 ALI BABA AVENUE AND IDENTIFIED BY FOLIO 08-2122-003-2100; CORRIDOR MIXED USE DISTRICT (MXUOD) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Vice Mayor Ervin, seconded by Commissioner Bass to discuss Agenda Item 15-A-4.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-4.

Interim City Manager Williams informed the Commission that the proposed Resolution would approve the site plan, and the subsequent Resolution would approve the development agreement for an 8-story structure on Ali Baba across from the City's facility that currently houses a tenant. Manager Williams said that

it is within the restrictions of the Code, and that the proposed Resolution was a notice Agenda Item, which he said was in compliance with SB 102. He also pointed out that Zoning Official Gerald Lee was available to answer any questions.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-4.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-4.

Commissioner Kelley stated that he would make his statements on both of the proposed Resolutions together. The Commissioner said that he didn't have a problem with the apartments but stated that he wanted to register the same concern that he has with any housing development, which is the challenge with parking. He recalled having stated in his briefing that he acknowledged it being part of the tandem parking concept but expressing concern over the folks that come to visit and everybody having more than 2 cars. Commissioner Kelley said that he wanted to put on the record that they want development and housing, but that anybody that travels on that street knows that anybody coming to visit is going to have to park on the side of the street, which is a challenge they already have. He expressed his hope that at some point, somebody would come up with a plan or idea. Commissioner Kelley then went on to suggest that a police substation or a place for public safety be included within the proposed units, acknowledging that it may be too late to include, but stating that he wanted to ask because he hadn't received the answer. The Commissioner concluded by suggesting that if it was too far down the road, that it be at least requested in the future when the City has these developments with a lot of units.

Zoning Official Gerald Lee stated that it was late in the game to try to change, but he said that they can still ask. Mr. Lee then assured the Mayor and Commission that they had made note of Commissioner Kelley's request to ask for public safety space in future developments in every multi-family development and would see where it goes.

Commissioner Kelley pointed out that this one was large, and said he figured it was too late for this one but thought they could at least ask since they actually hadn't started building. The Commissioner concluded by urging his Commission Colleagues to at least ask early on if it could be accommodated within some of the huge developments that are coming.

Zoning Official Gerald Lee informed the Commission that Planning and Community Development Director Gregory Gay had interjected that it should be

for the larger projects of more than 50 units, noting that the proposed development was just under that.

Commissioner Kelley stated that he understood but said that they know it's going to be more than 48 people there, stating that he is only going to be there for 2 years, but encouraging his Commission Colleagues to go over there for Thanksgiving and Christmas, and stating that he guarantees they are not going to be able to get down the street.

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

Commissioner Williams	Yes
Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Mayor Taylor	Yes

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE DEVELOPMENT AGREEMENT REVIEW REQUEST FOR THE CONSTRUCTION OF AN EIGHT-STORY MULTI-FAMILY APARTMENT BUILDING ON THE PROPERTY LOCATED AT 2090 ALI BABA AVENUE AND IDENTIFIED BY FOLIO 08-2122-003-2100, CORRIDOR MIXED USE (MXUOD) ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*

The above resolution was read by Assistant City Attorney Cobb.

It was moved by Commissioner Bass, seconded by Vice Mayor Ervin to discuss Agenda Item 15-A-5.

Mayor Taylor asked Interim City Manager Williams to introduce Agenda Item 15-A-5.

Interim City Manager Williams informed the Commission that the proposed Resolution would approve a Community Development project, specifically the development agreement that accompanied the site plan that the Commission had just passed. Manager Williams also said that Zoning Official Lee was available to answer any questions.

Mayor Taylor opened the Public Hearing for Agenda Item 15-A-5.

There being no members of the public to address the Commission, Mayor Taylor closed Public Hearing for Agenda Item 15-A-5.

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

Commissioner Bass	Yes
Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Mayor Taylor	Yes

B. APPEALS:

There were none.

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

- 1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE SECTION OF SERVICE ROAD FROM NORTHWEST 22ND AVE TO NORTHWEST 18TH AVE AS DEBORAH SHEFFIELD IRBY ROAD; PROVIDING FOR A REPEALER; SEVERABILITY AND EFFECTIVE DATE.**
Sponsored by Mayor Taylor

Discussion and vote on Agenda Item 16-A-1 can be viewed under Agenda Item 11 – Citizens’ Forum.

C. RESOLUTION(S):

There were none.

17. CITY MANAGER’S REPORT:

Interim City Manager Williams stated that he wanted to make sure that the Commission is apprised of all of the work that was being done at Glorietta Gardens Apartments. Manager Williams acknowledged the Residents who came to the Commission Meeting, and he welcomed them. He said that they have locked arms with the Residents to bring about change and he shared his appreciation to the Members of the Commission that had come out in support, including Commissioner Bass, Commissioner Williams, the Mayor and Vice Mayor Ervin, with Code Enforcement and the Police Department. Manager Williams then went on to say that what was being seen was the result of the successful work of an interdepartmental task force that his office established a year ago to address the concerns of the Residents at Glorietta Gardens Apartments. He said that there are approximately

300 units and that Code Enforcement, and the Housing Inspector had been in all of the units, had compiled reports of all of the deficiencies, the citations and violations and that meetings were being organized with the management and ownership to bring about change. Interim City Manager Williams expressed his hope to keep the City Commission included in the conversations, along with the elected officials in the State House of Representatives, State Senate, Congress, as well as the County and the Department of Housing and Urban Development. He then asked if the Commission had any questions.

Commissioner Kelley stated that he would like to get the report and what came out of it. The Commissioner also said that he was glad that his Commission Colleagues were over there but said that he did not even know about the first meeting until a Resident called him and asked why he wasn't over there. He lamented that he wasn't even aware because the Clerk hadn't been notified, wondering how the Commission got the word to go over there. Commissioner Kelley then noted the statement that was made by the Glorietta Gardens Apartments Residents expressing concern about where they were going to wind up and how that was going to work. He also pointed out that Tenant President Gary Johnson made a statement about what the City was asking for because there are 328 units. The Commissioner concluded by stating that he looked forward to whatever the overall plan was and to getting that information from the Manager.

Mayor Taylor saluted Management, Code Enforcement and the Police Department for going to Glorietta Gardens and hearing the Residents.

Commissioner Bass asked if Interim City Manager Williams had conversations with the owners after the last visit from the Mayor and Commission, and she asked how it went.

Interim City Manager Williams informed the Mayor and Commission that there was a meeting with the management on Monday at 1 pm where demands were laid out for a consent agreement. Manager Williams then said that the management responded to the request earlier that day with a memorandum of understanding, which he said was insufficient and did not properly address the needs and concerns. He said that they needed to bring them back to the table with time frames to quickly come together for a solution.

Commissioner Williams thanked Management, Staff and the Police Department for calling attention to the issue, in addition to the Commission for being there for several visits. The Commissioner suggested that it be kept on the radar, noting that they were on the news, specifically recognizing Commissioner Bass and Vice Mayor Ervin. She said that these are Residents, people, children and seniors that they continue to love. The Commissioner then shared that she thoroughly enjoyed going out and walking and meeting people, stating that Vice Mayor Ervin is probably the most popular person she knows in Glorietta, having gotten them ice cold water. Commissioner Williams concluded by sharing her appreciation for Vice Mayor Ervin, for bringing this to the forefront and inviting the Commission.

Vice Mayor Ervin expressed her gratitude to the Police Department, the City Manager's Office and Code Enforcement, stating that she walked with them foot to foot. The Vice Mayor said that it gave them a chance to bond with the Residents. She then shared that since it was on television over the weekend, her inbox on Facebook went crazy from other

Residents at other apartment complexes who asked that the City go see their homes. The Vice Mayor said that she immediately forwarded one of them to the Manager, stating that everybody wants help. She shared that the Manager said it was a year-long process but stated that the City was coming and asked them to just give them time. The Vice Mayor then said that she got to see the growth and the frustration of the Residents at Glorietta Gardens, recalling a time when they didn't want anyone in their apartments or say anything, but she said that they were met with just the opposite. She concluded by stating that she was honored to be a part of the process and thanked everyone.

Commissioner Williams said that Vice Mayor Ervin is the most popular at Glorietta Gardens, but that Commissioner Bass is popular with all of the babies and children, and she thanked everyone for the great experience.

Interim City Manager Williams acknowledged the Commission. Manager Williams said that Vice Mayor Ervin was right when they first started going out there, they would not speak to them or let them in their homes, because many of them said that they had been through it before, and nothing ever happens. He also said that what they heard over and over again was that the elected officials only went back there when they were running for votes, stating that they can't say that anymore because of the Commission. The Manager then said that he had a report on the Career Fair, stating that the City was looking to fill its vacancies, and he invited Human Resources Director Robotham to deliver a presentation to the Commission.

Human Resources Director Robotham delivered a presentation to the Mayor and Commission on the Career Fair.

Mayor Taylor said the Career Fair was a great event and that he looked forward to many in the future, and he thanked Human Resources Director Robotham.

Interim City Manager Williams then asked Capital Improvement Projects Manager Adelina Gross to deliver a presentation to the Commission on the City's roadways and sidewalks.

Capital Improvement Projects Manager Adelina Gross delivered a presentation to the Commission on milling, resurfacing and sidewalks.

Mayor Taylor said he was happy to see it continuing and that he looked forward to having it complete, commending Capital Improvement Projects Manager Adelina Gross for a good job and thanking her for all of the hard work she does.

Commissioner Williams commended Capital Improvement Projects Manager Adelina Gross, stating that every time she hears her speak, she almost knows the facts off the top of her head, and the Commissioner said that she has to do that in her own profession, stating that it takes a lot of understanding and a great attitude. The Commissioner also said that she appreciated that Manager Gross knows how to move the needle in the City.

Capital Improvement Projects Manager Adelina Gross then proceeded to announce that the paving assessment would begin on July 28th, which would include a van driving around with cameras and lasers, which will give the City the tools to plan for the next 5 years.

Mayor Taylor asked that the Residents be notified via social media and email.

Interim City Manager Williams said that it would be done.

Commissioner Bass stated that she is elated to see the progress that the City is making, and encouraged everyone who works hard to make the City greater to continue to do so, sharing her thanks.

18. OFFICIAL BOARD REPORTS:

There were none.

19. MAYOR/COMMISSION REPORTS:

Mayor Taylor asked Interim City Manager Williams to provide an update on the City's Financial Oversight.

Interim City Manager Williams shared his excitement that the team from Anthony Brunson Public Accountants had completed the GASB 34 conversion, submitted it to the Finance Department and it was then submitted to Marcum LLP. Manager Williams then said that Marcum LLP had reviewed it and provided their analysis and feedback. He reported that earlier that day, the final draft for the 2021 Financial Audit Report had been received, which he said would be submitted by July 31st. The Manager also stated that the 2022 Financial Audit Report would be submitted by December 31st and would be the first time in over a decade that the City would be in compliance, expressing his excitement to keep moving forward on that target.

Mayor Taylor asked that as soon as it was sent, the Commission would be informed.

Interim City Manager Williams confirmed that the Commission would be copied.

Commissioner Kelley thanked his Commission Colleagues, the Manager's Office, the Clerk's Office and the City Departments that came out for the Community Conversation at Coachman Gardens the previous Thursday evening. The Commissioner said that they had a few Residents and other stakeholders present as a prelude to the Community Cleanup on August 5th. He asked everyone to come out, as the beautification efforts begin. The Commissioner said he understood there was a bigger plan coming, but he said that they needed to start somewhere because he recalled hearing about beautification since he got back to the Commission. He then went on to share that the Feeding South Florida food distribution had taken place the previous Friday at Segal Park, thanking the co-sponsors Vice Mayor Ervin and Mayor Taylor, as well as Commissioner Bass who he said worked really hard. The Commissioner thanked the Clerk's Office, Manager's Office and Public Works Department for their effort. He then also thanked Commissioner Williams for her support of the Community Conversation as well. Commissioner Kelley said he was very

tired from that on Friday when he received the correspondence from the City Clerk to go over to Glorietta Gardens Apartments, stating that he couldn't make it and noting that it was the first correspondence he received about it, and he once again applauded his Commission Colleagues for their efforts. The Commissioner then stated that the Reopening of Ingram Park Event would be that Saturday from 1 to 4 pm and he asked the Community to come out, recognizing that the park has been technically open as Summer Camp was going on. He said that the ribbon cutting would be around 2 pm. Commissioner Kelley acknowledged that there are bigger plans, but he said that the Residents deserve to have the park open and moving forward with all of the things they want to see for the Parks and Recreation Department. The Commissioner then announced that the Farm Share Food Distribution would be the following Wednesday, August 2nd at the Sherbondy Pavilion. He then announced that Miami-Dade Public Schools Board Member Dr. Steve Gallon would be the special guest at Meet Me Monday the following month as the young people go back to school. Commissioner Kelley then said that he was also planning a Clergy Luncheon on August 29th. He then said that he was not clear on the City's back to school event, stating that he directed people who had asked him about it, to the Vice Mayor's social media post. The Commissioner noted that it was just a few weeks away, and he said that he was told it was being spearheaded by the Police Department, and that he would just like to know so that he can let Residents know. Commissioner Kelley concluded by expressing his hope that they will continue to move forward.

Mayor Taylor stated that the Community Conversation was wonderful, and he said that he was glad that it was done, and he then asked if the entire Commission could sponsor the initiative and the Cleanup, so that it is a unified front.

Commissioner Kelley stated that he had no problem with that, and he pointed out that since he came back on the Commission, he has stated that the entire Commission is more than welcome to be a part of anything he does. The Commissioner pointed out that all of the pictures for the Mayor and Commission were in the brochure he made.

Mayor Taylor then expressed the same sentiments that Commissioner Kelley had about the bookbag giveaway, acknowledging that the Police Department was spearheading it and stating that he is willing to do whatever needs to be done to provide all of the resources that he is connected to make sure that it is a successful event. The Mayor said he would reach out to the Manager to set up a meeting with the Police Chief about it.

Vice Mayor Ervin thanked the City Employees for their hard work, stating that it is noticed. The Vice Mayor pointed out that August 1st would be National Night Out at Sherbondy Pavilion at 4 pm, expressing her hope that everybody would come, stating that she was going to try to be there. She said that the bookbag giveaway would be August 12th and reported that the Booster Club joined forces with the Police Department to provide what is

needed. The Vice Mayor then asked if the Chief of Police could provide a report to the Commission about the bookbag giveaway.

Interim Police Chief Ottley stated that the Police Department was working together with Vice Mayor Ervin and all of the Commission Members that cared to help out. The Chief said that they would like to do it similarly to what was done the previous year, acknowledging that he wasn't present but recalling that they had haircuts, braiding, and food, which was being prepared by the Community Policing Division. He acknowledged that the previous year's event was phenomenal and said that though they were starting late in the game, that with the help of the resources provided by the City Manager, Mayor and Commission, they would push it forward. The Chief suggested that another planning session be scheduled for the following week to finalize it and make it a success.

Mayor Taylor suggested that a meeting in the sunshine be scheduled with him and Vice Mayor Ervin, to put everyone's resources together.

Commissioner Bass stated that she would like to be a part of it.

Mayor Taylor then stated that everybody could be part of the Workshop Meeting.

Interim City Manager Williams confirmed that a Workshop would be scheduled.

Commissioner Kelley asked where the flyer was because he pointed out that they have to let people know.

Interim Police Chief Ottley informed the Commission that Roar Media was working on the flyer, noting that they had just done the National Night Out flyer, stating that he had a phone conference and that he hoped they would have a draft by that Friday.

Commissioner Kelley stated that he knew the date, but asked what time it would be at.

Interim Police Chief Ottley stated that it would probably be from 10 am to 4 pm, based on his memory from the previous year.

Vice Mayor Ervin thanked Interim Police Chief Ottley. The Vice Mayor then asked everyone to save the date for August 13th because former Mayor John Riley is moving, and she said that a drive-thru farewell was being planned from 12 to 3 pm. She said that she hadn't submitted her paperwork, but that she would, to get it approved. The Vice Mayor concluded by encouraging everyone to follow her Facebook page.

Commissioner Williams thanked everyone for their efforts. The Commissioner said she was excited about beautification, thanking Beautification Division Director Leonard King and his team for all of the work they do each and every day. She expressed her hope to

propose more legislation for beautification. Recalling that when she started on the Commission, she organized Community Cleanups with Vice Chair Gilbert, she said that they would continue that. The Commissioner then gave a shout out to everyone in the Parks and Recreation Department as well as Teen Upward Bound, who had to deal with the children during the summer, recognizing that it is not just daycare, but involved planning to ensure that the children of Opa-locka are getting what they need. She then said that she wasn't present when the new Principal of Beacon Prep introduced himself, and she recalled having planned an event with a girl group at his school, expressing excitement to continue working with the group, because girl power is her thing. The Commissioner said that as a Vice Principal, she understands the work that they do. Commissioner Williams concluded by sharing her excitement to spearhead the beautification plan that will be developed to not talk about but be about it.

Mayor Taylor acknowledged that the Commission usually takes August off but noted that there is no Resolution or Ordinance to support that, though he did point out that they typically have one special meeting to vote on benefits for City Employees. The Mayor then proposed that all Meeting and Workshops for August be canceled unless need be.

City Clerk Flores asked the Mayor and Commission to keep in mind that the Back-to-School Event Workshop had been requested to be scheduled.

Mayor Taylor pointed out that he said that they should be canceled unless need be.

Commissioner Bass stated that she agreed but said that businesses are still waiting on the signage Workshop that was canceled, expressing concern that they would be left in limbo for another 30 days.

Mayor Taylor stated that if the Manager needed to schedule the Workshop, they could move forward.

It was moved by Mayor Taylor, seconded by Commissioner Kelley to cancel all Commission Meetings and Workshops for the month of August.

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

Vice Mayor Ervin	Yes
Commissioner Kelley	Yes
Commissioner Williams	Yes
Commissioner Bass	Yes
Mayor Taylor	Yes

20. OFFICIAL BOARD APPOINTMENTS:

There were none.

Mayor Taylor asked what the holdup was for the Youth and Young Adult Advisory Board and the Local Financial Oversight Board.

City Clerk Flores stated that the City Clerk's Office had sent out an update advising that the Youth and Young Adult Advisory Board did have enough Board Members appointed to constitute a quorum but were awaiting a response from the Interim City Manager's Office on the appointment of a Board Clerk.

Mayor Taylor asked if the ball could get rolling to appoint a Board Clerk.

Interim City Manager Williams stated that he would work with the Human Resources Director to see if there is a City Staff Member that can be assigned to the Boards. He said that even though the City is short staffed, they will get it done.

21. ADJOURNMENT:

Mayor Taylor thanked City Staff for their hard work, dedication and loyalty to the City of Opa-locka.

There being no further business to come before the City Commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Ervin to adjourn the meeting at 10:08 p.m.

John H. Taylor, Jr.
Mayor

Attest:

Joanna Flores, CMC
City Clerk

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SELECTING _____ AS THE CITY'S INDEPENDENT PROFESSIONAL BACKGROUND SCREENER TO CONDUCT A LEVEL 2 BACKGROUND SCREENING AND ALL OTHER BACKGROUND CHECKS NECESSARY TO COMPORT WITH THE CITY'S ESTABLISHED PROCEDURES FOR THE SELECTION OF A CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 23-002, the City of Opa-Locka ("City") established a search committee for the selection of a permanent City Manager, which consisted of the City Commission of the City of Opa-Locka; and

WHEREAS, Section 2-3.1 of the City of Opa-Locka's Code of Ordinances requires, among other things, that the City conduct a state and national criminal history background check for the position of City Manager; and

WHEREAS, further, the City Commission is required to adhere to existing Policies and Procedures requiring a Level 2 background check for City Manager candidates; and

WHEREAS, on August 29, 2023, the City Commission authorized a procurement process through a Request for Qualifications for an independent professional background screener to conduct a Level 2 background screening and all other background checks necessary to comport with the City's established procedures for the selection of a City Manager; and

WHEREAS, the City Commission desires to select _____ as the independent professional background screener for the City in the City's City Manager selection process; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida finds that it is in the best interest of the City and its residents to select _____ as the independent professional background screener.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby selects _____ as the City's independent professional background screener to conduct a Level 2 background screening and all other background checks necessary to comport with the City's established procedures for the selection of a City Manager.

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 of this Resolution may be authorized by the City Attorney without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. CONFLICT

To the extent that there is conflict with this Resolution and any prior Resolution or policy of the City, this Resolution shall control.

SECTION 5. EFFECTIVE DATE

This Resolution shall take effect upon the adoption and shall be provided to Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

RESOLUTION NO. 23-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING A SEARCH COMMITTEE CONSISTENT WITH CITY OF OPA-LOCKA CODE OF ORDINANCES SECTION 2-8.4; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 5, 2022, the City Commission appointed Darvin Williams as Interim City Manager for a term not to exceed nine (9) months starting on April 5, 2022 and ending approximately January 5, 2023; and

WHEREAS, the City of Opa-Locka City Commission desires to conduct a search for a permanent City Manager; and

WHEREAS, Section 2-8.4 of the City of Opa-Locka's Code of Ordinance (applicable code) requires a five member search committee for the purpose of soliciting, screening and recommending candidates for the position of city manager and all other appointed city officials; and

WHEREAS, the applicable city code also provides that the City Commission may serve as the City's search committee and City Commission desires to appoint itself as the search committee with the sole authority to select a permanent City Manager for the City of Opa-Locka; and

WHEREAS, within seven (7) days, the City Commission hereby authorizes the City Clerk to engage with the Florida League of Cities, the Florida City and County Management Association or other similar group to obtain a viable solicitation document that can be utilized for the search of a permanent city manager; and

WHEREAS, the solicitation document shall be presented to the City Commission at or before its January 25, 2023 Regular Commission meeting for Commission approval; and

WHEREAS, thereafter, City Commission will make all efforts to review applications, conduct interviews and select a permanent City Manager.

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka hereby establishes a search committee consistent with City of Opa-Locka Code of Ordinances Section 2-8.4 and further authorizes the City Clerk to engage with the Florida League of Cities, the Florida City and County Management Association or other similar group to obtain a viable solicitation document that can be utilized for the search of a permanent city manager and presented no later than January 25, 2023 regular City Commission meeting.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

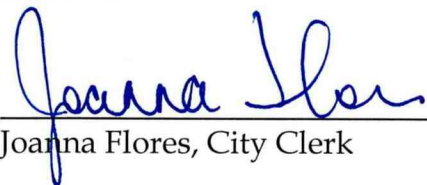
This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 11th day of January, 2023.



John Taylor, Mayor

ATTEST:



Joanna Flores, City Clerk

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



Burnadette Norris-Weeks, P.A.

Moved by: Commissioner Kelley

Seconded by: Vice Mayor Ervin

VOTE: 5-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	YES
Vice Mayor Ervin	YES
Mayor Taylor	YES

RESOLUTION NO. 23-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING A PROCUREMENT PROCESS FOR AN INDEPENDENT PROFESSIONAL BACKGROUND SCREENER TO CONDUCT A LEVEL 2 BACKGROUND SCREENING AND ALL OTHER BACKGROUND CHECKS NECESSARY TO COMPORT WITH THE CITY'S ESTABLISHED PROCEDURES FOR THE SELECTION OF A CITY MANAGER; REQUIRING BACKGROUND CHECKS ONLY FOR SHORTLISTED CANDIDATES FOR THE POSITION OF CITY MANAGER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 23-002, the City of Opa-Locka ("City") established a search committee for the selection of a permanent City Manager, which consisted of the City Commission of the City of Opa-Locka; and

WHEREAS, due to the recent departure of the City's Human Resources Director, it has become necessary for the City Commission to secure an Independent Professional Background Screener to assist the Human Resources Department in the completion of an ongoing search for a permanent City Manager; and

WHEREAS, Section 2-3.1 of the City of Opa-Locka's Code of Ordinances requires, among other things, that the City conduct a state and national criminal history background check for the position of City Manager; and

WHEREAS, further, the City Commission is required to adhere to existing Policies and Procedures requiring a Level 2 background check for City Manager candidates (See, Background Screening, Finding 47 with Effective Date January 2020 as Exhibit A); and

WHEREAS, the City is in need of an independent professional background screener to conduct a Level 2 background screenings for shortlisted candidates and adhere to all other background checks necessary to comport with established City procedures for the selection of a City Manager; and

WHEREAS, as contemplated by the City's Policy and Procedures for Background Screening and the City's definition of "Professional Background Screener," the City Commission desires to authorize that a Professional Background Screener be procured

through a Request for Qualifications to assist the Human Resources Department; and

WHEREAS, the City Commission desires that a Request for Qualifications (“RFQ”) be released substantially in the form attached hereto as Exhibit “B”; and

WHEREAS, the City Commission has determined that it is in the best interest of the City for all applicants for Professional Background Screener shall be collected by the City Clerk and opened at the next regularly scheduled commission meeting on September 13, 2023 in the presence of the Human Resources Director and City Clerk. The City Commission will review, evaluate and choose the successful candidate at the meeting; and

WHEREAS, the City Commission desires to discard, rescind and reperform any prior criminal background checks that may have previously been conducted on behalf of the City; and

WHEREAS, the City’s Background Screening process specifically states: “an acceptable background screening will verify that an individual is who they claim to be; check and confirm the validity of the person’s criminal record, education, employment history, and other activities from their past. An employee background check reviews a person’s criminal records, driving records, and whether they are on a terror watch list or sex offender registry and may include a credit and credential check”; and

WHEREAS, as set forth within the City’s Policies and Procedures for Background Screening, it shall be disqualifying for any candidate to interfere with the background process and a candidate shall only engage with the Human Resources Department or other authorized entity (Professional Background Screener) to the extent required to complete the City’s employment application, provide driver’s license information, and complete authorization forms necessary for the state and nation criminal background check and other background screening contemplated by the City’s Policies and Procedures for Background Screening, relevant City ordinances and this Resolution; and

WHEREAS, the Professional Background Screener shall be completely independent and shall not have performed services for the City of Opa-Locka in the past or have any relationship, personal or professional with shortlisted applicants; and

WHEREAS, the Professional Background Screener shall provide to the Human Resources Director other information referenced within the City’s Policy and Procedures for Background Screening to include reference checks, employment and educational verification, license verification, social security verification, motor vehicle records checks, credit history and other specialized checks as deemed necessary by the screener. The Professional Background Screener may also provide newspaper checks and any other information that may be relevant for consideration of character and overall fitness

for the job of City Manager; and

WHEREAS, the City's Policies and Procedures for Background Screening provides that "the Human Resources Department will commission background screening, upon receiving signed authorization" and "failure to submit a signed authorization form shall forfeit consideration for employment." Should an applicant fail to comply following written notice from the Human Resources Director or Professional Background Screener for more than a forty-eight hour period, said applicant shall be considered disqualified from the process; and

WHEREAS, the opening of information to be received by the Professional Background Screener shall be in the presence of the Human Resources Director, City of Clerk and Police Chief; and

WHEREAS, the City Commission desires to conduct background screenings only on shortlisted candidates for the permanent position of City Manager; and

WHEREAS, the City Commission of the City of Opa-Locka, Florida hereby authorizes a procurement process for an Independent Professional Background Screener to assist the Human Resources Department in conducting a Level 2 Background Screening and all other background checks necessary to comport with the City's established procedures for the selection of a City Manager.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes and mandates strict adherence to this Resolution. The City Commission further authorizes a procurement process for an Independent Professional Background Screener to assist the Human Resources Department in conducting a Level 2 Background Screening and all other background checks necessary to comport with the City's established procedures for the selection of a City Manager only for shortlisted candidates.

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 of this Resolution may be authorized by the City Attorney without need of public hearing, by filing a corrected copy of same with the City Clerk.

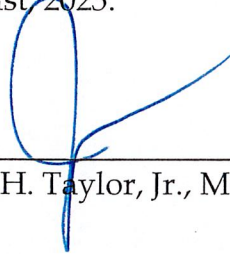
SECTION 4. CONFLICT

To the extent that there is conflict with this Resolution and any prior Resolution or policy of the City, this Resolution shall control.

SECTION 5. EFFECTIVE DATE

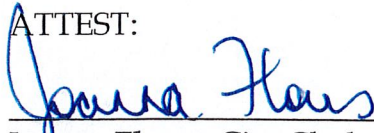
This Resolution shall take effect upon the adoption and shall be provided to Governor or Governor's Designee.

PASSED and ADOPTED this 29th day of August, 2023.



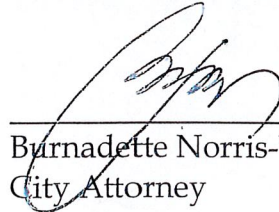
John H. Taylor, Jr., Mayor

ATTEST:



Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Ervin

Seconded by: Commissioner Bass

VOTE: 4-0

Commissioner Bass	YES
Commissioner Kelley	YES
Commissioner Williams	ABSENT
Vice Mayor Ervin	YES
Mayor Taylor	YES

EXHIBIT “A”



The Great City of Opa-locka Policies and Procedures

Subject: Background Screening Finding 47	Effective Date: January 2020
Department: Human Resources	Revised Date:
Policy Number:	Page 1 of 6

Purpose

To provide a safe and secure environment, appropriate background screening will be conducted for all individuals recommended for employment and/or services consistent with the process for employment background screening.

An acceptable background screening will verify that an individual is who they claim to be; check and confirm the validity of the person's criminal record, education, employment history, and other activities from their past. An employee background check reviews a person's criminal records, driving records, and whether they are on a terror watch list or sex offender registry and may include a credit and credential check.

Background Screening Definitions

Level 1 – generally refers to a name-based background check. It is commonly used to check a person's identity and employment history.

Level 2 – per the Florida Department of Law Enforcement (FDLE), a state and national fingerprint-based check and consideration of disqualifying offenses, and applies to those employees designated by law as holding positions of responsibility or trust and is completed by the City of Opa-locka Police Department.

Procedures

- The Human Resources Department (HR) shall facilitate all background screening requests. The City of Opa-locka Police Department facilitates Level 2 background screenings.
- All prospective hires, interns, volunteers, contractors, and contractual temporary personnel shall go through a pre-screening Florida Department of Law Enforcement (FDLE) criminal background check (Level 1 or Level 2). Level 1 screening (without FBI fingerprints) is for **all** prospective hires, interns, volunteers, contractors, and contractual temporary personnel. Level 2 screening (with FBI fingerprints) is for those that are required by any State of Florida Statutes, other applicable laws and/or federal, state and local grant funding requirements and those that maintain continuous contact with the "Protected Class" (i.e. children, disabled and elderly). Those subjected to a Level 2 background check include those working within the Police and Parks & Recreation departments and the City Manager position [Ordinance 2-3.1].
- Background screening will, also, include reference checks, employment and educational verification, license verification, social security verification and motor vehicle records checks (where applicable). For positions with special responsibilities, credit history and specialized checks may, also, be required.

- Due to the sensitivity of information contained in the criminal history background checks and the potential liability of maintaining and/or misusing such information, the Human Resources Department will consult with FDLE, City of Opa-locka Police Department and the City Attorney's Office to maintain appropriate guidelines on the interpretation, utilization and safeguarding of criminal history information.
- The Human Resources Department will commission background screening, upon receiving the signed authorization. Failure to submit a signed authorization form shall forfeit consideration for employment/services with the City. Human Resources personnel will conduct the screening, through FDLE. Screening results will be provided to the Human Resources Director and department head. If background screening is "clean," which means no negative or incomplete information, the individual shall be deemed as "passing". If negative or incomplete information is revealed, the Human Resources Director, City Manager and other appropriate persons will assess the potential risks and liabilities.
- Negative information that is received through background screening is not an automatic bar to employment and/or services to the City. The individual will be provided with an opportunity to explain or refute the information obtained. A decision about suitability for employment and/or services will be made by the Human Resources Director and City Manager, based on relevant job-related considerations and the nature of the information. The City will comply with federal laws under the provisions of the Florida Statue, Title XXXI, Labor, Chapter 435 Employment Screening. As per Florida Statutes Section 112.011, "if an applicant has been convicted (found guilty) of a crime, several factors are taken into consideration such as the nature of the offense, the date of the conviction, and the department and/or position for which he/she is applying or providing services".
- Level 1 background screening shall be periodically obtained for City employees in executive-level positions and positions of special trust every three (3) years to include Department Directors; City Manager's Office staff, Finance Department staff, Human Resources Department staff and Information Technology Department staff.
- Level 2 background screening required for City Manager, Parks & Recreation Department staff, child event workers, park vendors, and programming partner or community-based organization employees and volunteers.

Terms and Meanings

- a. *Community-based Organization (CBO)* shall refer to any not-for-profit agency, group, organization, society, association, partnership, or individual whose primary purpose is to provide a community service to improve or enhance the well-being of the community of the City at large or to improve or enhance the well-being of certain individuals within this community who have special needs.
- b. *Child Event Worker* shall refer to any full-time or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor of a carnival or fair that hosts amusement rides in a park owned or operated by the City. The following persons shall be exempted from this definition:

1. Law enforcement personnel;
 2. Emergency or fire rescue personnel;
 3. Persons conducting deliveries; and
 4. Military recruitment personnel.
- c. *Conviction* shall refer to a determination of guilt of a criminal charge which is the result of a trial or the entry of a plea of guilty or nolo contendere,
- d. *Park vendor* shall refer to any full-time or part-time employee, agent, volunteer, independent contractor, or employee or volunteer of an independent contractor that has a contract with, or permit from the City to rent or sell food, beverages, sporting equipment, or any other goods or services in a park owned or operated by the City. The following persons and events shall be exempted from this definition:
1. Law enforcement personnel;
 2. Emergency or fire rescue personnel;
 3. Persons conducting deliveries;
 4. International or national sporting events;
 5. One-day events; and
 6. Carnivals, festivals, trade shows, and fairs that do not host amusement rides.
- e. *Professional Background Screener* shall refer to any person, company, organization or agency which, for monetary fees, dues, or on a not-for-profit basis, regularly engages in whole or in part in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties.
- f. *Programming Partner* shall refer to any Not-For-Profit Program Service Provider that is selected by the Department to provide programs in the City Park and Recreation Facilities.
- g. *Sexual Offenders* shall include any individual who meets the criteria of a "sexual predator" as defined in Section 775.21 (4) of the Florida Statutes, or a "sexual offender" as defined in Section 943.0435 of the Florida Statutes, or who is listed on the Department of Justice (DOJ) National Sex Offender Public Website owned or operated by the United States.
- h. *Violent felony* shall refer to the following felonies: arson; sexual battery; robbery; kidnapping; aggravated child abuse; aggravated abuse of an elderly person or disabled adult; aggravated assault with a deadly weapon; murder; manslaughter; aggravated manslaughter of an elderly person or disabled adult; aggravated manslaughter of a child; unlawful throwing, placing, or discharging of a destructive device or bomb; armed burglary; aggravated battery; or aggravated stalking.
- i. *Volunteer* shall refer to any individual performing volunteer duties for a CBO, for a Programming Partner, for the City Park and Recreation Department as a child event worker, or as a park vendor for more than three (3) days in any six (6) month period. Students volunteering in order to fulfill high school graduation requirements shall be exempted from this definition.

Specific Guidelines

- Employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all existing child event workers, park vendors, employees, and volunteers whose duties require physical

presence on park property owned or operated by the City. In addition, prior to employing or allowing to volunteer a person whose duties would require physical presence on park property owned or operated by the City, employers of child event workers, employers of park vendors, and Programming Partners and CBOs shall secure a nationwide criminal background check of all such prospective child event workers, park vendors, employees or volunteers.

- The nationwide criminal background checks shall be conducted by a Professional Background Screener and shall include a report as to whether each child event worker, park vendor, staff member or volunteer is listed on the National Sex Offender Public Registry, and a comprehensive report and analysis, on the nationwide criminal history of such child event worker, park vendor, staff member or volunteer.
- Every three (3) years thereafter, employers of park vendors, and Programming Partners and CBOs shall secure nationwide criminal background checks for existing park vendors, staff members, and volunteers whose duties require physical presence on park property owned or operated by the City. However, employers of child event workers shall secure nationwide criminal background checks for existing child event workers whose duties require physical presence on park property owned or operated by City every year thereafter.
- Any child event worker, park vendor, or staff member or volunteer of a Programming Partner or CBO convicted of the standardized criteria shall be prohibited from working or volunteering on park property owned or operated by the City.
- *Level II Background checks required for the City of Opa-locka Park and Recreation Department employees and volunteers*
- The City of Opa-locka shall secure a nationwide a Level II criminal background check prior to employing, or allowing to volunteer, a person whose primary duties would require physical presence on park property owned or operated by the City. Every three (3) years thereafter, the City shall secure Level II background checks for existing employees and volunteers whose primary duties require physical presence on park property owned or operated by the City.
- Any employee or volunteer of the Park and Recreation Department convicted of the standardized criteria shall be prohibited from working or volunteering on park property owned or operated by City.

Criteria

The City, hereby, adopts the following as the criteria. Any prospective hires, interns, volunteers, contractors, and contractual temporary personnel shall be disqualified from consideration if the person has been found **guilty** of any one of the crimes set forth below and that these convictions must have a nexus to the City position being filled. "**Guilty**," for the purposes of this policy, means that a person was found guilty of a criminal offense following a trial, entered a guilty plea, entered a no contest plea accompanied by a finding of guilt regardless of whether there was an adjudication of guilt or a withholding of adjudication, or entered a pretrial diversion or intervention program relating to a criminal offense.

- a. All sex offenses regardless of the amount of time since the offense (examples include child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure or similar offenses).
- b. All felony offenses involving violence regardless of the amount of time since the offense (examples include murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary).
- c. All felony offenses other than violence or sex offenses within the past seven years (examples include drug offenses, theft, embezzlement, fraud, child endangerment).

Any prospective hires, interns, volunteers, contractors, and contractual temporary personnel **may** be disqualified from employment if the person has been found guilty of any one of the crimes set forth below. This determination will be made after an individualized assessment, which will include but not limited to the nature of the crime and the connection to the position; the passage of time since the crime; the frequency of conviction; and whether the potential for an unreasonable risk to the City, its employees and residents.

- a. All misdemeanor violence offenses (examples include simple assault, battery, domestic violence, hit and run).
- b. Two misdemeanor drug or alcohol offenses (examples include driving under the influence, simple drug possession, drunk and disorderly conduct, public intoxication, possession of drug paraphernalia).
- c. Any other misdemeanor that would be considered a potential danger to children or is directly to the functions of that employee (examples include contributing to the delinquency of a minor, providing alcohol to a minor, theft—if the employee is to handle money).

Any prospective hires, interns, volunteers, contractors, and contractual temporary personnel that has been charged with any of the disqualifying offenses above with cases pending court shall not be eligible for hire until official adjudication of the case. If the timing of the adjudication does not coincide with the City's needs to fill the position, another individual will be selected to fill the position.

Should new or additional information concerning a person subject to background check screening who has successfully passed a background check be discovered by or disclosed to the City after a background check has been conducted, and such information was known to or available to the person and not made known or disclosed to the City, such person may be disqualified from employment/services.

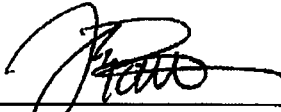
Confidentiality of Records

HR shall ensure all information obtained in response to background screenings are kept confidential to the extent permitted by law.

If negative or incomplete information is revealed on an initial background screening, the HR Director will review the contents of the screening with the City Manager for a determination on an offer of employment.

For background screenings completed on current employees that reveal negative or incomplete information, the HR Director will review the contents with the City Manager. The employee will be afforded an opportunity to discuss findings with the City Manager and the HR Director. The City Manager will make the final decision on whether to retain the employee.

The City, its officers, employees and/or agents are not responsible for errors or omissions that may or may not have been reported on background checks.

Approved By:  _____
City Manager

Date: _____

EXHIBIT “B”

City of Opa-locka



RFQ NO: 23-0913200

REQUEST FOR QUALIFICATIONS (RFQ)

INDEPENDENT PROFESSIONAL BACKGROUND SCREENER

CITY OF OPA-LOCKA
RFQ NO. 23-0913200

INDEPENDENT PROFESSIONAL BACKGROUND SCREENER

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CITY OF OPA-LOCKA REQUEST FOR QUALIFICATIONS
RFQ NO: 23-0913200
Independent Professional Background Screener

Sealed proposal for Independent Professional Background Screener Services for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, September 13, 2023 by 2:00pm**. Any RFQ Package received after the designated closing time will be returned unopened. The City will be accepting proposals by mail; however, it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid) by 2:00pm.

The address to submit sealed proposal is listed below:

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

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

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

The City Commission reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City Commission further reserves the right to award the contract to that proposer whose proposal best complies with the **RFQ NO: 23-0913200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Joanna Flores, CMC
City Clerk



**CITY OF OPA-LOCKA REQUEST FOR QUALIFICATIONS
RFQ NO: 23-0913200**

**Independent Professional Background Screener
PART I**

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for Independent Professional Background Screener Services. The City is soliciting bids on behalf of the City Commission under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary or authorized technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on Wednesday, September 13, 2023. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFQ NO. 23-0913200 – Independent Professional Background Screener Services**. This package shall also include the Proposer's return address.

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

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

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

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers

should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ.

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

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

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

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

The Proposer understands that this RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by the City Commission.

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

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

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

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

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever

occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

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

1-12. Insurance: The awarded Proposer(s) shall maintain appropriate insurance coverage as may be required by the City Commission. Proposers’ unwillingness to secure insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1-13. Licenses: Proposers should list all appropriate licenses.

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

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

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

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

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

received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

Purpose

The City of Opa-Locka seeks proposals for an Independent Professional Background Screener, individual or firm experienced in conducting background checks for governmental entities and/or companies engaged in the hiring of high-level professionals for employment positions. The screener will be responsible for screening three (3) shortlisted candidates for the position of City Manager for the City of Opa-Locka, Florida.

The professional background screener shall be independent not having ever been employed or worked in any capacity for the City previously. The Independent Professional Background Screener shall facilitate professional background screenings to comport with Section 2-3.1 of the City of Opa-Locka's Code of Ordinances and existing Procedures of the City of Opa-Locka relating to state and national criminal history background Level 2 checks for the position of City Manager.

Pursuant to the City's Background Screening process "an acceptable background screening will verify that an individual is who they claim to be; check and confirm the validity of the person's criminal record, education, employment history, and other activities from their past. An employee background check reviews a person's criminal records, driving records, and whether they are on a terror watch list or sex offender registry and may include a credit and credential check.

Background Screening shall include reference checks, employment and educational verification, license verification, social security verification, motor vehicle records checks, credit history and other specialized checks deemed appropriate by the screener. The Independent Professional Background screener is contemplated in the City's Policy and Procedures for Background Screening and the City's definition of "Professional Background Screener", See Exhibit "A" attached hereto. The City's Human Resources Department shall receive all information once collected and analyzed by the Professional Background Screener.

Scope of Work

SCOPE:

- a) This solicitation is a request for proposal to provide services for criminal background checks, motor vehicle checks, financial checks, and miscellaneous background screenings for the City of Opa-Locka for the City Manager search process. The solicitation is also a request for all of the matters covered within the Resolution approving these services as passed by the City Commission at its Special Meeting held on August 29, 2023.
- b) If a proposal is selected, it will be the most advantageous regarding price, quality of service, and the Vendor's qualifications and capabilities to provide the specified service which may include modifications, and other factors which the City may consider.

Required checks for this RFQ should include a State of Florida and federal criminal history background check, to be inclusive of all the categories listed below:

- a. SSN Verification
- b. Complete address history
- c. Criminal history
- d. National sex offender registry
- e. Motor vehicle report
- f. Employment verification
- g. Educational background verification
- h. Terrorist database
- i. All additional items and services referenced within the Resolution that approved these services as passed by the City Commission on September 29, 2023. Resolution information is available from the City Clerk or on the City's website.

2-2 PROPOSER QUALIFICATIONS

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

The City of Opa-Locka seeks proposals for an Independent Professional Background Screener, individual or firm experienced in conducting background checks for governmental entities and/or companies engaged in the hiring of high-level professionals for employment positions.

The Proposer shall have experience, expertise, and reliability in background screening services; established reputation, particularly with governmental clients. Proposer must have a minimum of five (5) years of successful experience in the aforementioned areas.

Please provide a list of current and relevant projects.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be for ninety (90) days.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the

State of Florida.

3.2.5 Tab 4 – Project Approach

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

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

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

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

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

(Note the search is ongoing and time is of the essence. This work is to include background screening only).

3.2.8 Tab 7 – Pricing of Services

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

3.2.9 Tab 8 – References

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

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee shall consist of the City Commission. The City Commission will convene, review and discuss all proposals submitted on September 13, 2023 at 7 PM, or soon thereafter during the regular city commission meeting.

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

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The City Commission may select and choose to invite any and/or or all firms to make presentations and be interviewed by the City Commission.

Category	Points
Experience and Qualifications. 1. The technical expertise and professional competence in areas directly related to this RFQ; required number of years of experience in performing similar work demonstrated.	40
References 1. Provide a minimum of three (3) references of recent demonstrated experience in providing services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.	20
Resources and approach 1. The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity in finding background information.	30
Price Proposal 1. Workload	10
TOTAL	100

4-3 ORAL PRESENTATIONS

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

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations which could be September 13, 2023 at 7:00 PM or soon thereafter. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager or any other person who will be involved with the background screening must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase, if applicable.

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

The City Commission shall make the final award. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	N/A	
Written Questions Due	N/A	
Response to Questions	N/A	
Due Date/Bid Opening	City Commission Meeting @ 7:00 pm on September 13, 2023, 3 rd Floor, 780 Fisherman Street, Opa-locka FL.	Due on September 12, 2023 at 2:00 PM: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
Award	September 13, 2023	

RFQ NO. 23-0913200
Independent Professional Background Screener

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. **Name and Title of Principal Officers** **Date Elected:**

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Title

Signature

CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature_____

Printed Name _____

**CITY OF OPA-LOCKA
RFQ NO. 23-0913200**

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

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

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

Date

Signature

**CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
STATE OF FLORIDA - COUNTY OF MIAMI DADE**

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

E-VERIFY

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, AUTHORIZING THE INTERIM CITY MANAGER TO IDENTIFY FUNDING FOR THE RE-ESTABLISHMENT OF THE CITY'S CHAMBER OF COMMERCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is seeking to re-establish its Chamber of Commerce (the "Chamber"); and

WHEREAS, the intent behind re-establishing the Chamber is to develop long-standing relationships and engage with leaders of the business community and non-profit organizations; and

WHEREAS, the Chamber of Commerce shall serve as a forum to assist with the City's overall economic growth and provide opportunities for new and future businesses within the City; and

WHEREAS, the City Commission has determined that authorizing the Interim City Manager to identify funding for the re-establishment of the City's Chamber of Commerce, is in the best interest of the City.

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 Interim City Manager to identify funding for the re-establishment of the City's Chamber of Commerce.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature: <i>Darvin Williams</i>			
Commission Meeting Date:	09.13.2023		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 X	Yes No
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:			
Strategic Plan Related <i>(Enter X in box)</i>	Yes 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	Mayor Taylor		Department:	City Commission		

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the Interim City Manager to identify funding for the re-establishment of the City's Chamber of Commerce

Staff Summary:

The City of Opa-locka is seeking to re-establish its Chamber of Commerce. The intent is to develop long-standing relationships and engage with leaders of the business community and non-profit organizations. The Chamber of Commerce shall serve as a forum to assist with the City's overall economic growth and provide opportunities for new and future businesses within the City.

Financial Impact – Funding to develop this program has been addressed in the FY 24 Proposed Budget, Community Development, Other Contract Services (37-515340) with a budget of \$50,000.

Proposed Action

Staff recommends that the City Commission authorize the Interim City Manager to identify funding for the re-establishment of the City's Chamber of Commerce.

Attachment:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING MONTHLY BINGO EVENT AND SUPPORTING EXPENDITURES FOR FISCAL YEAR 2023- 2024, TO BE SPONSORED BY MAYOR TAYLOR, AND CO-SPONSORED BY VICE MAYOR ERVIN AND COMMISSIONER KELLEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka ("City Commission") hosted monthly bingo events in fiscal year 2022-2023 that helped to increase the quality of life for residents and visitors; and

WHEREAS, it is the intent of the City Commission to the continue the tradition of a monthly bingo event for the fiscal year 2023-2024, to include various themes and prizes sponsored by Mayor Taylor and co-sponsored by Vice-Mayor Ervin and Commissioner Kelley. Bingo events will be held at one of the following City parks: Sherbondy Park, Ingram Park and Helen Miller Center; and

WHEREAS, event sponsor, co-sponsor and city staff, through the City Manager, shall be authorized to take all necessary steps, authorized by applicable laws and City policies and procedures concerning planning for the events, including the authorization of expenditures to be taken from the sponsor and co-sponsors discretionary Special Events budgets; and

WHEREAS, the Interim City Manager is authorized and directed to be proactive in procuring necessary vendors or otherwise seeking goods and services to ensure the ultimate success of these events; and

WHEREAS, the City Commission has determined that it is the best interest of the City and its residents to authorize monthly Bingo events for the fiscal year 2023-2024 to be sponsored by Mayor Taylor, and co-sponsored by Vice Mayor Ervin and Commissioner Kelley.

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 monthly Bingo Events and supporting expenditures for fiscal year 2023-2024, to be sponsored by Mayor Taylor, and co-sponsored by Vice Mayor Ervin and Commissioner Kelley.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	09.13.2023	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
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact		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	Mayor Taylor		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing a monthly Bingo event to be sponsored by Mayor Taylor, and co-sponsored by Vice Mayor Ervin and Commissioner Kelley for the FY 24.

Staff Summary:

The City Commission hosted monthly bingo events in FY 23 that helped increase the quality of life for residents and visitors. It is the intent of the sponsors to continue the tradition of these events in FY 24 through varied themes and prizes. Bingo shall be sponsored by Mayor Taylor, and co-sponsored by Vice Mayor Ervin and Commissioner Kelley. The event sponsors, City Manager and City Staff are authorized to take all steps necessary steps for the planning of each event, including authorization of expenditures from the sponsor's and/or co-sponsor's discretionary Special Events budgets.

Financial Impact – The Proposed FY 24 Budget includes a Special Events discretionary budget of \$10,000 for each member of the Commission, with the expense of this program allocated to the three sponsors as incurred.

Proposed Action

It is recommended the City Commission of the City of Opa-locka approves a monthly Bingo Event to be sponsored by Mayor Taylor, and co-sponsored by Vice Mayor Ervin and Commissioner Kelley for FY 24 with any costs funded by the discretionary Special Events of the sponsors.

Attachment:

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FL, AUTHORIZING THE INTERIM CITY MANAGER TO INITIATE PROCUREMENT OF THE APPROPRIATE ITEMS FOR THE COMMUNITY BABY SHOWER, TO BE HELD IN SEPTEMBER 2023; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is essential that parents and caregivers are given the support to create and maintain the safest environment for their children; and

WHEREAS, therefore, in honor of Baby Safety Month, the City of Opa-Locka ("City") will have a Community Baby Shower in September, with Commissioner Bass as the sponsor; and

WHEREAS, during the Event, new and expectant families will be provided educational resources and quality baby products to help them care for their babies; and

WHEREAS, the Interim City Manager shall initiate procurement of the appropriate items for the Event, as provided herein in attached Exhibit "A". The related expenditures will be deducted from the Sponsor's special event budget; and

WHEREAS, the cost of items to be distributed to new and expectant parents is Two Thousand One Hundred Seventy-One Dollars (\$2,171.00). The cost of ancillary materials, food and beverage shall not exceed the remaining amount of Six Hundred Forty-Two Dollars (\$642.00); and

WHEREAS, the City Commission has determined that authorizing the Interim City Manager to initiate procurement of the appropriate items for the Community Baby Shower, to be held in September 2023, is in the best interest of the City.

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 Interim City Manager to initiate procurement of the appropriate items for the Community Baby Shower, to be held in September 2023, as provided herein in attached Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

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

SECTION 4. EFFECTIVE DATE

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

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

[Handwritten Signature]

City Manager:	Darvin Williams		CM Signature:	<i>[Handwritten Signature]</i>			
Commission Meeting Date:	09.13.2023		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 X	Yes	No
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: See Financial Impact		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bid#:				
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Commissioner Bass		Department:	City Commission			

Short Title:

A resolution of the City Commission of the City of Opa-locka authorizing the Interim City Manager to initiate procurement of the appropriate items for the Community Baby Shower.

Staff Summary:

It is essential that parents and caregivers are given the support to create and maintain the safest environment for their children. Therefore, in honor of Baby Safety Month, the City will have a Community Baby Shower in September with Commissioner Bass as the sponsor. During the event, new and expectant families will be provided educational resources and quality baby products to help them care for their babies. The Interim City Manager shall initiate procurement of the appropriate items. The related expenditures will be deducted from the Sponsor's special event budget.

Financial Impact – Commissioner Bass has \$2,813 remaining in her discretionary Special Events budget. The cost of items to be distributed to new expectant parents is \$2,171. The cost of ancillary materials, food and beverage shall not exceed the remaining amount of \$642.

Proposed Action

Staff recommends that the City Commission authorize the Interim City Manager to initiate the procurement of the appropriate items for the Community Baby Shower.

Attachment:

CITY OF OPA-LOCKA MAYOR & COMMISSION



COMMISSIONER DR. SHERELEAN BASS

invites you to

Community Baby Shower

**Celebrating
National Baby Safety Month**



**Saturday, September 30, 2023
2:00pm-5:00pm**

**Sherbondy Park Pavillion
777 Sharazad Blvd**

RSVP:

mhepburn@opalockafl.gov or 305.953.2868 Ext. 1104

IN PARTNERSHIP WITH



EL ALCALDE Y LA COMISIÓN DE LA CIUDAD DE OPA-LOCKA



COMISIONADA DRA. SHERELEAN BASS

les invita a

Bienvenida de los Bebés Comunitaria

Celebrando

El Mes de la Seguridad del Bebé

sábado 30 de septiembre del 2023
2:00 pm - 5:00 pm

Sherbondy Park Pavillion
777 Sharazad Blvd

CONFIRME SU PARTICIPACIÓN:

cwills@opalockafl.gov or 305.953.2868 Ext. 1102



CON EL APOYO DE



Cart (160 items)

Pickup and delivery options ^

**Shipping**
All items available

**Pickup**
Available for
25 of 160 items

**Delivery**
Available for
25 of 160 items



Free shipping arrives tomorrow, Aug 29–Wed, Sep 6
1480 N.W. 195th St

160 items ^

Arrives tomorrow, Aug 29

55 items

Sold and shipped by Walmart

Best seller



Carter's Child of Mine Baby Girl Bodysuit, 3-Pack, Sizes Premie-18M
Actual Color: Pink/Green
Clothing Size: 3-6 Months
\$8.98/ea
Free 90-day returns
Gift Eligible

\$44.90

Remove

Save for later

- 5 +



Carter's Child of Mine by Carter's Baby Boys' Mommy Crew Cut Socks, 6 Pack
Actual Color: Multi
Clothing Size: Newborn
\$1.33/ea

\$39.90

Remove

Save for later

- 5 +

In 200+ people's carts

Best seller



Munchkin Bristle Bottle Brush, Includes Suction Cup Base and Bonus Rubber Nipple, Grey
Actual Color: Grey
Count Per Pack: 1
\$5.45/ea
Free 90-day returns
Gift Eligible

\$54.50

Remove

Save for later

- 10 +

Best seller



Carter's Child of Mine Baby Girls' Mommy Crew Cut Socks, 6 Pack
Actual Color: Multi
Clothing Size: Newborn
\$1.33/ea

\$39.90

Remove

Save for later

- 5 +

In 200+ people's carts



Johnson's Sleepy Time Relaxing Baby Gift Set with Baby Shampoo, Wash and Lotion, 4 full-size items
\$12.98/ea
Free 90-day returns

\$129.80

Remove

Save for later

- 10 +

In 100+ people's carts

Best seller



Dr. Brown's 8 oz/250 ml Options+ Narrow Anti-Colic Baby Bottle with Happy Paci, 3-Pack
Size: 8 oz, 3-Pack with Happy ...
\$6.33/ea
Free 90-day returns

\$94.90

Remove

Save for later

- 5 +

In 200+ people's carts

Best seller



Dreft Stage 1: Newborn Baby Liquid Laundry Detergent, 64 Loads 92 fl oz
Size: 92 fl oz
18.4c/fl oz
Free 90-day returns
Gift Eligible

\$169.70

Remove

Save for later

- 10 +

In 200+ people's carts

Best seller



Philips Avent Soothie Pacifier, 0-3 Months, Pink/Purple, 2 Pack, SCF190/02
\$2.24/ea
Free 90-day returns

\$22.35

Remove

Save for later

- 5 +

Arrives by Wed, Aug 30

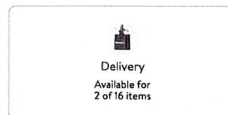
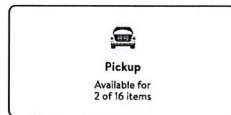
60 items

Sold and shipped by Walmart

	Eastsport Wooster St. Backpack Diaper Bag with Adjustable Shoulder Straps, Bonus Changing Pad, Stroller Straps and Insulated Zipper... Actual Color: Light Grey \$32.98/ea Free 90-day returns	Remove	Save for later	— 5 +
In 200+ people's carts				
	Little Remedies New Baby Essentials Kit, 6 Piece Kit for Baby's Nose and Tummy \$201.70/ea Free 90-day returns	Remove	Save for later	— 10 +
In 200+ people's carts				
	Baby Dove Gift Set Night Time Care, 4 Count \$3.99/ea Free 90-day returns Gift Eligible	Remove	Save for later	— 5 +
In 50+ people's carts				
	Carter's Child of Mine Baby Girls' Mommy Crew Cut Socks, 6 Pack Actual Color: Multi Clothing Size: 0-6 Months \$1.33/ea	Remove	Save for later	— 5 +
	Eastsport Wooster St. Backpack Diaper Bag with Adjustable Shoulder Straps, Bonus Changing Pad, Stroller Straps and Insulated Zipper... Actual Color: Dark Grey \$29.98/ea Free 90-day returns	Remove	Save for later	— 5 +
Best seller				
	Carter's Child of Mine Baby Girl Bodysuit, 3-Pack, Sizes Preemie-18M Actual Color: Pink/Gray Clothing Size: 0-3 Months \$8.98/ea Free 90-day returns Gift Eligible	Remove	Save for later	— 5 +
In 100+ people's carts				
	Carter's Child of Mine Baby Unisex Bodysuit, 3-Pack, Sizes Preemie-18M Actual Color: Ivory/Brown Baby Clothing Size: 3-6 Months \$8.98/ea Free 90-day returns Gift Eligible	Remove	Save for later	— 5 +
	Carter's Child of Mine Baby Boys' Mommy Crew Cut Socks, 6 Pack Actual Color: Multi Clothing Size: 0-6 Months \$1.33/ea	Remove	Save for later	— 5 +
In 200+ people's carts				
	Philips Avent Soothie Pacifier, 0-3 Months, Green, 2 Pack, SCF190/01 Count Per Pack: 2 \$2.24/ea Free 90-day returns	Remove	Save for later	— 5 +
Sold by Modern Fulfilled by Walmart				
Best seller				
	4Pcs Cute Silicone Baby Bibs for Babies & Toddlers Waterproof, Soft, BPA Free (10-72 Months, Unisex) Free 90-day returns	Remove	Save for later	— 10 +
Arrives by Thu, Aug 31				
25 items				
Sold and shipped by Walmart				
Reduced price				
Best seller				
	Modern Moments by Gerber Baby Girl Short Sleeve Onesies Bodysuits, 4-Pack, (Newborn-24 Months) Actual Color: Pink Multi Clothing Size: 6-9 Months Free 90-day returns Gift Eligible	Remove	Save for later	— 5 + \$74.95 \$14.99 ea \$129.98 ea You save \$14.65
In 50+ people's carts				
Best seller				

Cart (16 items)

Pickup and delivery options ^



Free pickup today, after 5:46pm

[Change](#)

Miami Gardens Supercenter - We'll hold your order for 4 days.

In 200+ people's carts

Best seller



Way to Celebrate! Light Pink Paper Luncheon Napkins, 6.5in, 24ct

Multipack Quantity: 0

\$1.94

[Remove](#)[Save for later](#)

- 2 +

Subtotal \$1.94

[Checkout](#)

Free shipping arrives Fri, Sep 1-Sat, Sep 9

1480 N.W. 195th St

14 items



Subtotal \$161.23

[Checkout](#)

Don't forget your usuals

Bought 2 times



+ Add

\$0.86

Fresh Green Bell Pepper, Each

Pickup Delivery

Bought 5+ times



+ Add

\$5.24 10.9 c/fl oz

Wesson Pure & Cholesterol Free Soybean Vegetable Oil, 48 fl oz

Pickup Delivery

Bought 5+ times



+ Add

\$1.97 24.6 c/oz

Great Value Salted Butter Sticks, 8 oz, 2 Sticks

Pickup Delivery

Extra savings on items you've viewed

Reduced price



+ Add

Sponsored

Now \$26.99 \$38.99

Living Fashions Bulk Spa White Wash Cloths 24 Pk - 12" x 12" - Thick Loop Pile Face Towels

★★★★★ 121

2-day shipping

Clearance



+ Add

Now \$69.99 \$79.99

Lecheng 33" Portable Basketball Hoop Goal with 5 - 7 Ft. Height Adjustable for Outdoor Indoor Cour...

★★★★★ 75

3+ day shipping



+ Add

Now \$8.99 \$13.99

PatPat Family Matching Colorblock Swimwear One Piece Set, Mommy and Me One Shoulder Waist Cut...

2-day shipping

Shop back to school essentials

Best seller



+ Add

Now \$6.00 \$9.11

Best seller



+ Add

Now \$18.96 \$21.60

Best seller



+ Add

Now \$15.74 \$20.00

Checkout all items



Items in your cart have reduced prices. Check out now for extra savings!

Subtotal (16 items)

\$190.17

Savings

-\$27.00

\$163.17

Pickup

Free

Shipping

Free

Taxes

Calculated at checkout

Estimated total

\$163.17

affirm

Monthly payments available for eligible items.

[Continue with Affirm](#)

Walmart+

Become a member to get free same-day delivery, gas discounts & more!

☐

Reactivate Walmart+



Earn 5% cash back on Walmart.com

See if you're pre-approved with no credit risk. [Learn how](#)



Gerber Baby Boy Short Sleeve Bodysuits, 5-Pack (Newborn-24 Months)
Actual Color: Green Dino
Clothing Size: 0-3 Months
\$12.33/ea
Free 90-day returns
Gift Eligible

Remove Save for later - 5 +



Gerber Baby Boy Bodysuit, 3-Pack, Sizes Preemie-12 Months
Actual Color: Charcoal
Clothing Size: 0-3 Months
\$8.48/ea
Free 90-day returns
Gift Eligible

Remove Save for later - 5 +

In 100+ people's carts



Parent's Choice Nursing Pillow with Cover, Elephant Print
\$19.98/ea
Free 90-day returns

Add expert help
View details
☐ Lactation Consultation - Breastfeeding Support - \$52.00

Remove Save for later - 10 +

Arrives by Wed, Sep 6 20 items

Sold and shipped by Walmart



Luvable Friends Baby Boy Hooded Towel with Five Washcloths, Dog, One Size
Actual Color: Dog
\$11.03/ea
Free 90-day returns

Remove Save for later - 10 +



Luvable Friends Baby Girl Hooded Towel with Five Washcloths, Girl Fox, One Size
Actual Color: Girl Fox
\$9.99/ea
Free 90-day returns

Remove Save for later - 10 +

Extra savings on items you've viewed



+ Add

Sponsored
Now \$26.99 \$38.99
Living Fashions Bulk Spa White Wash Cloths 24 Pk - 12\" x 12\" - Thick Loop Pile Face Towels
★★★★★ 121
2-day shipping



+ Add

Reduced price
Now \$69.99 \$79.99
Lecheng 33\" Portable Basketball Hoop Goal with 5 - 7 Ft. Height Adjustable for Outdoor Indoor Cour...
★★★★★ 75
2-day shipping



+ Add

Clearance
Now \$8.99 \$13.99
PatPat Family Matching Colorblock Swimwear One Piece Set, Mommy and Me One Shoulder Waist Cut...
2-day shipping

Recommended with your order



+ Add

\$5.98
Gerber Baby Girl Mittens, 4-Pack, Sizes Newborn - 0/3 Months
Pickup Delivery 3+ day shipping



+ Add

Sponsored
\$16.46
Gerber Baby Boy Bodysuits & Pants Outfit Set, 5-Piece, Newborn-12 Months
3+ day shipping



+ Add

Best seller
Sponsored
\$6.98
Gerber Baby Girl Burp Cloths, 3-Pack, One Size
Pickup Delivery 3+ day shipping

Shop back to school essentials



Best seller



Best seller



Best seller

\$61.65

\$42.40

\$199.80

\$110.30

\$99.90

Continue to checkout



Items in your cart have reduced prices.
Check out now for extra savings!

Subtotal (160 items) \$2,127.65
Savings -\$14.65
\$2,113.00
Shipping Free
Taxes Calculated at checkout
Estimated total ~~\$2,113.00~~

affirm

Monthly payments available for eligible items.
Continue with Affirm

Walmart+ Become a member to get free same-day delivery, gas discounts & more!

☐ Reactivate Walmart+

☐ This order is a gift. ⓘ



Earn 5% cash back on Walmart.com
See if you're pre-approved with no credit risk. Learn how

Delivering to Atlanta 30301

Choose location for most accurate options

All ▾

Search Amazon

Hello, sign in
Account & Lists ▾Returns
& Orders

99+

All Medical Care & Pharmacy ▾ Back to School Off to College Best Sellers Amazon Basics

Shop can't-miss teen vogue faves



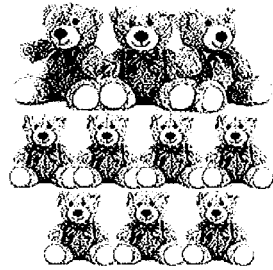
**\$50 instant gift
card**

Get \$50 off instantly upon approval of Amazon Visa.

Current subtotal: **\$2,247.97**Gift Card savings: **- \$50.00**[Learn more](#)Cost after savings: **\$2,197.97**

Shopping Cart

Part of your order qualifies for FREE Shipping. Choose this option at checkout. See details



10pc Light Brown Plush Bears Set with Ribbon Bows - Cute Stuffed
\$49.99

S Best price

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

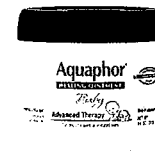
Size: Cute Style

Color: Brown

Qty: 1

[Delete](#)[Save for later](#)[Compare with similar items](#)[Share](#)Subtotal (156 items): **\$2,271.75**☐ This order contains a gift[Proceed to checkout](#)

Pair with your cart



Aquaphor Baby Healing Ointment Advanced...
48,183

\$13.86[Add to Cart](#)

Pampers Sensitive Water Based...
51,135

\$12.24[Add to Cart](#)

Organic Nipple Butter Breastfeeding Cream ...
55,206

\$13.50[Add to Cart](#)

Johnson's Head-To-Toe Gentle Baby Body Wa...
24,765

\$6.80[Add to Cart](#)

Baby Blue & Light Pink Heavy Duty Plastic Cutlery Sets - 16 Spoons,
\$8.26

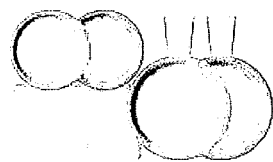
S Searching

Only 9 left in stock - order soon.

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Qty: 2

[Delete](#)[Save for later](#)[Compare with similar items](#)[Share](#)

Serves 50 Complete Party Pack Disposable 9" Dinner Paper Plates
\$32.99

S Searching

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Color: Light Pink and Light Blue Mix

Qty: 1

[Delete](#)[Save for later](#)[Compare with similar items](#)[Share](#)



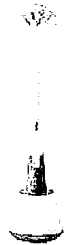
Pink and Blue Balloons, 88pcs Gold Metallic Foil Balloons Garland Kit

\$9.99

 Searching

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Color: Pink Blue

Qty: 1 Delete Save for later
[Compare with similar items](#) [Share](#)



OXO Tot Bottle Brush with Nipple Cleaner and Stand - Gray

\$7.99

 Best price

#1 Best Seller  in Baby Bottle Brushes
In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Color: Gray

 Delete Save for later
[Compare with similar items](#) [Share](#)



Gerber Unisex Baby 5-Pack Short Sleeve Variety Onesies Bodysuits

\$14.99

 Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Size: 0-3 Months
Color: Elephant Dream

Qty: 5 Delete Save for later
[Compare with similar items](#) [Share](#)



Grow by Gerber Baby Girls 5-Pack Short-Sleeve Onesies Bodysuits,

\$16.99

 Best price

In Stock
Eligible for FREE Shipping & FREE Returns
 Climate Pledge Friendly
☐ This is a gift [Learn more](#)
Size: 0-3 Months
Color: Orange/Yellow/Green/Ivory

Qty: 4 Delete Save for later
Compare with similar items Share



Grow By Gerber Baby Girls 5-pack
Short-sleeve Onesies Bodysuits
\$16.99

Best price
Eligible for FREE Shipping & FREE Returns
 Climate Pledge Friendly
☐ This is a gift [Learn more](#)
Size: 3-6 Months
Color: Grey/Pink/Ivory

Qty: 5 Delete Save for later
Compare with similar items Share



Little Remedies New Baby
Essentials Kit, 6 Piece Kit for Baby's
\$20.17

Best price
FSA or HSA eligible
In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Size: 6 Piece Set (Pack of 1)

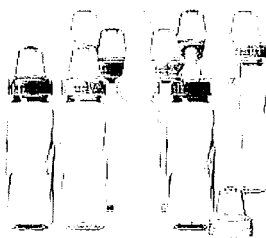
 Delete Save for later
Compare with similar items Share



Evenflo Feeding Classic Tinted
Plastic Standard Neck Bottles for
\$11.99

Best price
In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Size: 8 Ounce (Pack of 12)
Color: Teal/Pink/Purple

Qty: 5 Delete Save for later
Compare with similar items Share



Evenflo Feeding Classic Tinted
Plastic Standard Neck Bottles for
\$11.99

Best price
In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

Size: 8 Ounce (Pack of 12)
Color: Green/Blue/Teal

Qty: 5 Delete Save for later

Compare with similar items Share



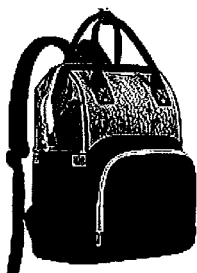
Dreft Stage 1: Newborn Baby
Liquid Laundry Detergent, 32
\$15.99

Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

 Delete Save for later

Compare with similar items Share



Femuar Diaper Bag Backpack
Multifunction Maternity Nappy
\$22.99

Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Color: Black Gray

Qty: 5 Delete Save for later

Compare with similar items Share



Femuar Diaper Bag Backpack
Multifunction Maternity Nappy

18% off Deal

\$16.49 Typical price: \$19.99

Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)
Color: Dark Black

Qty: 5 Delete Save for later

Share



Simple Joys by Carter's Unisex
Babies' Crew Socks, 12 Pairs,
\$16.20

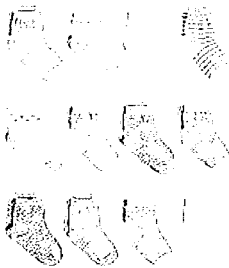
Searching

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

Size: 0-3 Months
Color: Blue/Green/Grey/Navy/Red/White

Qty: 3 Delete Save for later

[Compare with similar items](#) [Share](#)



Simple Joys by Carter's Unisex Babies' Socks, 12 Pairs,
\$18.00

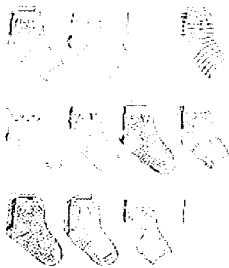
\$ Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

Size: 0-3 Months
Color: Pink/Purple/Mint Green

Qty: 3 Delete Save for later

[Compare with similar items](#) [Share](#)



Simple Joys by Carter's Unisex Babies' Socks, 12 Pairs,
\$18.10

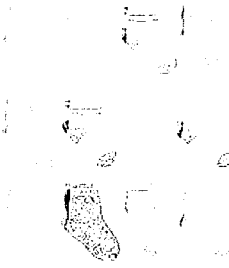
\$ Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

Size: 3-12 Months
Color: Pink/Purple/Mint Green

Qty: 3 Delete Save for later

[Compare with similar items](#) [Share](#)



Simple Joys by Carter's Unisex Babies' Crew Socks, 12 Pairs,
\$16.20

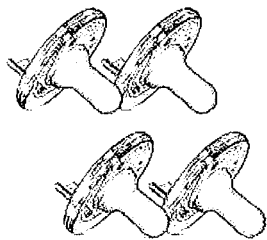
\$ Best price

In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

Size: 3-12 Months
Color: Multicolor/Solid Colors

Qty: 3 Delete Save for later

[Compare with similar items](#) [Share](#)



Philips AVENT Soothie 3-18 months, pink/pink, 4 pack,

\$11.89

#1 Best Seller  in Baby Pacifiers

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Style: 4 Pack

Pattern Name: 3-18m

Color: Pink

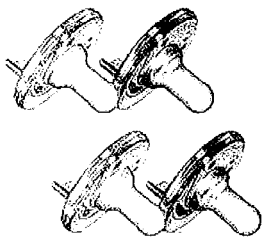
Qty: 3

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



Philips AVENT Soothie Pacifier, Pink/Purple, 0-3 Months, 4 Pack,

\$11.89

 **Best price**

#1 Best Seller  in Baby Pacifiers

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Style: 4 Pack

Pattern Name: 0-3m

Color: Pink/Purple

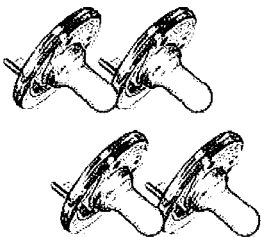
Qty: 3

[Delete](#)

[Save for later](#)

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[Share](#)



Philips AVENT Soothie 3-18 months, green/green, 4 pack,

\$11.89

 **Best price**

#1 Best Seller  in Baby Pacifiers

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Style: 4 Pack

Pattern Name: 3-18m

Color: Green

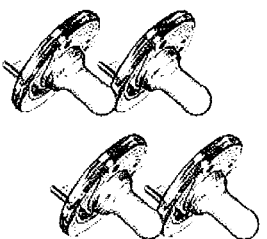
Qty: 3

[Delete](#)

[Save for later](#)

[Compare with similar items](#)

[Share](#)



Philips AVENT Soothie Pacifier, 0-3 Months, Green, 4 Pack, SCF190/41

\$8.94

 **Best price**

#1 Best Seller  in Baby Pacifiers

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Style: 4 Pack**Pattern Name:** 0-3m**Color:** Green

Qty: 3 Delete Save for later

Compare with similar items Share



Cetaphil Baby Wash & Shampoo Plus Body Lotion, Healthy Skin

\$15.99

Best price

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Qty: 5 Delete Save for later

Compare with similar items Share



LAUIEKNA Silicone Bibs For Babies & Toddler 3PCs/Set Soft

\$8.49

Best price

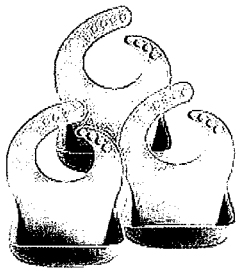
In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)
Color: Berry/Dusty Rose/Custard

Qty: 5 Delete Save for later

Compare with similar items Share



PandaEar Set of 3 Cute Silicone Baby Bibs for Babies & Toddlers

\$8.45

Best price

#1 Best Seller in Baby Feeding Bibs

In Stock

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)
Color: Brown/Blue/Green

Qty: 5 Delete Save for later

Compare with similar items Share



The First Years Adjustable 3-in-1 Baby Bath Tub - Convertible Baby

\$20.99

Best price

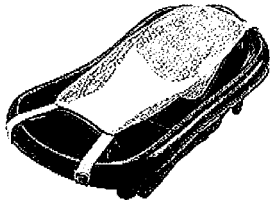
Temporarily out of stock.

Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Style: Deluxe Tub
Color: Pink

Qty: 4 Delete Save for later
Compare with similar items Share



The First Years Adjustable 3-in-1
Baby Bath Tub - Convertible Baby
\$19.99

 Best price

Usually ships within 3 to 5 days
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

Style: Deluxe Tub
Color: Teal

Qty: 4 Delete Save for later
Compare with similar items Share

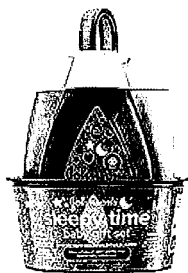


Frida Baby Control The Flow
Polypropylene ABS Rinser|Bath
\$9.97

 Best price

#1 Best Seller  in Kids' Bathroom Safety
In Stock
Eligible for FREE Shipping & FREE Returns
☐ This is a gift [Learn more](#)

 Delete Save for later
Compare with similar items Share



Johnson's Sleepy Time Bedtime
Baby Gift Set with Relaxing
\$12.58

 Searching

In Stock
Eligible for FREE Shipping
☐ This is a gift [Learn more](#)

Size: 4 Piece Set

Qty: 5 Delete Save for later
Compare with similar items Share



Onacosht Cotton Nursing Pillow
Cover for Baby Girls, 2 Pack, Ultra
\$14.99

 Searching

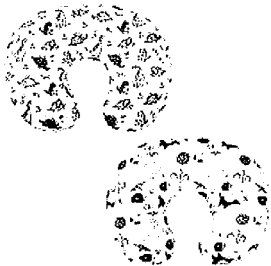
In Stock
Eligible for FREE Shipping & FREE Returns

☐ This is a gift [Learn more](#)

Color: Floral and solid pink

Qty: 5 [Delete](#) [Save for later](#)

[Share](#)



Onacosht Nursing Pillow Cover 2 Pack Ultra Soft Breathable Cotton
\$12.99

 **Best price**

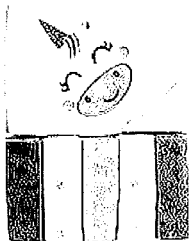
In Stock
Eligible for **FREE Shipping & FREE Returns**

☐ This is a gift [Learn more](#)

Color: Dinoasur & Sealife

Qty: 5 [Delete](#) [Save for later](#)

[Compare with similar items](#) [Share](#)



Luvable Friends Unisex Baby Hooded Towel with Five
\$11.99

 **Best price**

In Stock
Eligible for **FREE Shipping & FREE Returns**

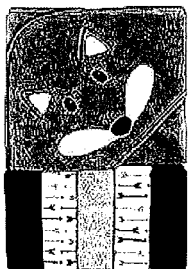
☐ This is a gift [Learn more](#)

Color: Unicorn

Size: One Size

Qty: 5 [Delete](#) [Save for later](#)

[Compare with similar items](#) [Share](#)



Luvable Friends Unisex Baby Hooded Towel with Five
\$10.06

In Stock
Eligible for **FREE Shipping & FREE Returns**

☐ This is a gift [Learn more](#)

Color: Boy Fox

Size: One Size

Qty: 5 [Delete](#) [Save for later](#)

[Compare with similar items](#) [Share](#)



Gerber Unisex Baby 5-Pack Short Sleeve Variety Onesies Bodysuits
\$18.99

 **Best price**

Only 5 left in stock - order soon.
Shipped from: TheZoneShop
FREE Returns
[Gift options not available. Learn more](#)

Size: 3-6 Months
Color: Hello There

Qty: 5 Delete Save for later
Compare with similar items Share

Saved for later (1 item)



Gerber Unisex Baby 5-Pack
Short Sleeve Variety Onesies...

\$19.99

Only 2 left in stock - order soon.

Shipped from: TheZoneShop

FREE Returns

Size: 0-3 Months

Color: Cute Dino

Move to cart

Delete

Compare with similar items

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of you
[Learn more](#)

Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.

Customers who bought items in your cart also bought



What can we help you find?

Cart

\$2,323.63 subtotal • 157 items



Miami Lakes (5)



Shipping (152)



Order Pickup

5 items at Miami Lakes



\$45.00
each \$9.00

Carter's Just One You® Baby Girls' Terry Socks - 0-3M

Qty 5 Save for later

- 2-day shipping
- ☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- Same Day Delivery with Shipt
- ☐ Get it as soon as 4pm today
[Learn more](#)
- ☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)



Add a backup

Add

5 items

Order Pickup

Check out



Shipping

Edit



\$229.90
each \$22.99
Reg \$25.99
Sale

Bearington Collection Lil' Honey Brown Plush Stuffed Animal Teddy Bear, 12"

Sold and shipped by [Cap Hill Brands Inc](#)

Qty 10 Save for later

- ☐ Standard shipping
Get it by Thu, Sep 7
- ☒ Order Pickup not available at Miami Lakes [Change store](#)

\$2,323.63 subtotal • 157 items

Check out all



Qty 1 ▾

Save for later



Standard shipping

Get it by Thu, Sep 7

Order Pickup not available at Miami Lakes [Change store](#)**\$29.99**

Exquisite Bulk 10 inches Pink Disposable Plastic Plate - 100 Count

Sold and shipped by [Factory Direct Party](#)

Qty 1 ▾

Save for later

2-day shipping



Get it by Fri, Sep 1

when you order by 12:00pm tomorrow

Order Pickup not available at Miami Lakes [Change store](#)**\$29.99**

Exquisite Bulk 10 inches Light Blue Disposable Plastic Plate - 100 Count

Sold and shipped by [Factory Direct Party](#)

Qty 1 ▾

Save for later

2-day shipping



Get it by Fri, Sep 1

when you order by 12:00pm tomorrow

Order Pickup not available at Miami Lakes [Change store](#)**\$13.99**

Reg \$18.99

Sale

Blue Panda 100-Pack Welcome Little One Baby Shower Napkins for Boys, Gold Foil Gender Reveal Decorations, Light Blue, 5 x 5 In

Sold and shipped by [Juvo+](#)

Qty 1 ▾

Save for later



Standard shipping

Get it by Thu, Sep 7

Order Pickup not available at Miami Lakes [Change store](#)**\$13.99**

Reg \$19.99

Sale

Blue Panda 100 Pack Pink Welcome Little One Baby Shower Napkins for Girl, 5x5 In

Sold and shipped by [Juvo+](#)

Qty 1 ▾

Save for later



Standard shipping

Get it by Thu, Sep 7

Order Pickup not available at Miami Lakes [Change store](#)**\$12.99**

Exquisite 12 Ounce Disposable Light Blue Plastic Cups-50 Count

**\$2,323.63 subtotal • 157 items**

**Exquisite 12 Ounce Disposable Pink Plastic Cups-50 Count**Sold and shipped by [Factory Direct Party](#)

Qty 1 ▾

[Save for later](#)

2-day shipping



Get it by Fri, Sep 1

when you order by 12:00pm tomorrow

Order Pickup not available at Miami Lakes [Change store](#)**\$199.90**

each \$19.99

**The First Years Sure Comfort Deluxe Newborn-to-Toddler Tub with Sling - White**

Qty 10 ▾

[Save for later](#)

2-day shipping



Get it by Fri, Sep 1

when you order by 12:00pm tomorrow

Order Pickup not available at Miami Lakes [Change store](#)**\$13.99**

Reg \$23.99

Sale

**Hudson Baby Infant Boy Hooded Towel and Five Washcloths, Pirate Elephant, One Size**Sold and shipped by [Hudson Childrenswear](#)

Qty 1 ▾

[Save for later](#)

Standard shipping



Get it by Thu, Sep 7

Order Pickup not available at Miami Lakes [Change store](#)**\$55.96**

each \$13.99

Reg \$23.99

Sale

**Hudson Baby Infant Boy Hooded Towel and Five Washcloths, White Dots Gray Elephant, One Size**Sold and shipped by [Hudson Childrenswear](#)

Qty 4 ▾

[Save for later](#)

Standard shipping



Get it by Thu, Sep 7

Order Pickup not available at Miami Lakes [Change store](#)**\$59.95**

each \$11.99

Reg \$19.99

Sale

**Luvable Friends Baby Girl Hooded Towel with Five Washcloths, Deer, One Size**Sold and shipped by [Hudson Childrenswear](#)

Qty 5 ▾

[Save for later](#)

Standard shipping



Get it by Thu, Sep 7

\$2,323.63 subtotal • 157 items



- ☐ Standard shipping
Get it by Sat, Sep 2
- ☒ Order Pickup not available at Miami Lakes [Change store](#)

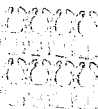


\$84.95
each \$16.99
Boppy Premium Original Support Nursing Pillow Cover - Blue Forest

Qty 5 ▾

Save for later

- ☐ Standard shipping
Get it by Sat, Sep 2
- ☒ Order Pickup not available at Miami Lakes [Change store](#)



\$39.98
each \$19.99
Reg \$29.99
Sale
Muslin Cotton Baby Bibs, 8 Pack, Adjustable Size with Easy Snaps, Soft and Super Absorbent, Washable and Reusable By Comfy Cubs - Sage

Sold and shipped by [Comfy Cubs](#)

Qty 2 ▾

Save for later

- ☐ Standard shipping
Get it by Thu, Sep 7
- ☒ Order Pickup not available at Miami Lakes [Change store](#)



\$39.98
each \$19.99
Reg \$29.99
Sale
Muslin Cotton Baby Bibs, 8 Pack, Adjustable Size with Easy Snaps, Soft and Super Absorbent, Washable and Reusable By Comfy Cubs - Blush

Sold and shipped by [Comfy Cubs](#)

Qty 2 ▾

Save for later

- ☐ Standard shipping
Get it by Thu, Sep 7
- ☒ Order Pickup not available at Miami Lakes [Change store](#)



\$34.78
each \$17.39
Aveeno Baby Daily Care Gift Set Includes Daily Moisturizing Body Lotion & 2-in-1 Baby Bath Wash & Shampoo - 2 ct

Qty 2 ▾

Save for later

- ☐ 2-day shipping
Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- ☐ Same Day Delivery with Shipt
Get it as soon as 4pm today
[Learn more](#)
- ☒ Order Pickup

\$2,323.63 subtotal • 157 items



- ☐ 2-day shipping
- ☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- Same Day Delivery with Shipt
- ☐ Get it as soon as 4pm today
[Learn more](#)
- ☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)

**\$53.56**

each \$13.39

Johnson's Sleepy Time Bedtime Baby Gift Set Includes Baby Bath Shampoo, Wash & Body Lotion - 3ct

Qty 4 ▾

Save for later

- ☐ 2-day shipping
- ☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- Same Day Delivery with Shipt
- ☐ Get it as soon as 4pm today
[Learn more](#)
- ☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)

**\$22.45**

each \$4.49

Philips Avent 2pk Soothie Pacifier 3+ Months - Blue

Qty 5 ▾

Save for later

- ☐ 2-day shipping
- ☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- ☒ Order Pickup not available at Miami Lakes [Change store](#)

**\$29.95**

each \$5.99

Philips Avent 2pk Soothie Pacifier 3+ Months - Pink

Qty 5 ▾

Save for later

- ☐ Standard shipping
Get it by Sat, Sep 2
- Same Day Delivery with Shipt
- ☐ Get it as soon as 4pm today
[Learn more](#)
- ☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)

**\$23.45**

each \$4.69

Philips Avent Soothie 0-3m - Pink/Purple - 2pk

Qty 5 ▾

Save for later

2-day shipping

**\$2,323.63 subtotal • 157 items**



each \$4.49
Philips Avent Soothie - Green - 0-3 Months - 2pk

Qty 5 

Save for later

- ☒ 2-day shipping
- ☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- ☐ Same Day Delivery with Shipt
Get it as soon as 4pm today
[Learn more](#)
- ☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)



\$139.95
each \$27.99
BananaFish Diaper Bag Solid - Light Gray Heather

Qty 5 

Save for later

- ☒ 2-day shipping
- ☐ Get it by Fri, Sep 1
when you order by 12:30pm tomorrow
- ☐ Order Pickup not available at Miami Lakes [Change store](#)



\$124.95
each \$24.99
BananaFish Midi Back Pack Diaper Bag

Qty 5 

Save for later

- ☐ Standard shipping
Get it by Sat, Sep 2
- ☐ Order Pickup not available at Miami Lakes [Change store](#)



\$74.90
each \$7.49
Evenflo Feeding Classic Clear Plastic Baby Bottles - 8oz/6pk

Qty 10 

Save for later

- ☐ Standard shipping
Get it by Wed, Sep 6
- ☐ Order Pickup not available at Miami Lakes [Change store](#)



\$329.90
each \$32.99
Safety 1st Deluxe Baby Nursery Kit - Green - 30pc

Qty 10 

Save for later

- ☐ Standard shipping
Get it by Sun, Sep 3
- ☐ Order Pickup not available at Miami Lakes [Change store](#)

\$13.99

\$2,323.63 subtotal • 157 items



☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)

**\$39.90**

each \$3.99

Munchkin Sponge Bottle Brush - Gray

Qty 10 ▾

Save for later

2-day shipping

☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow

Same Day Delivery with Shipt

☐ Get it as soon as 4pm today
[Learn more](#)

☐ Order Pickup
Ready within 2 hours at Miami Lakes [Change store](#)

**\$50.00**

each \$10.00

Baby 6pk Terry Bootie Socks - Cloud Island™ Pink 3-6M

Qty 5 ▾

Save for later

☐ Standard shipping
Get it by Sun, Sep 3

☒ Order Pickup not available at Miami Lakes [Change store](#)

**\$50.00**

each \$10.00

Baby 6pk Terry Bootie Socks - Cloud Island™ Green/Blue 3-6M

Qty 5 ▾

Save for later

2-day shipping

☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow

☒ Order Pickup not available at Miami Lakes [Change store](#)

**\$50.00**

each \$10.00

Baby 6pk Terry Bootie Socks - Cloud Island™ Green/Blue 0-3M

Qty 5 ▾

Save for later

2-day shipping

☐ Get it by Fri, Sep 1
when you order by 12:00pm tomorrow

☒ Order Pickup not available at Miami Lakes [Change store](#)

**\$2,323.63 subtotal • 157 items**



- ☐ 2-day shipping
Get it by Fri, Sep 1
when you order by 12:00pm tomorrow
- ☒ Order Pickup not available at Miami Lakes [Change store](#)



\$51.00
each \$10.20
Reg \$12.00
Clearance

Baby Boys' 4pk Sweet Seaside Short Sleeve Bodysuit - Cloud Island™ Blue 3-6M

Qty 5

Save for later

- ☐ Standard shipping
Get it by Sat, Sep 2
- ☒ Order Pickup not available at Miami Lakes [Change store](#)



\$84.95
each \$16.99
Reg \$28.99
Sale

Hudson Baby Infant Girl Cotton Sleeveless Bodysuits 5pk, Lemonade, 0-3 Months

Sold and shipped by [Hudson Childrenswear](#)

Qty 5

Save for later

- ☐ Standard shipping
Get it by Thu, Sep 7
- ☒ Order Pickup not available at Miami Lakes [Change store](#)

Buy it again



CeraVe Face Wash,
Hydrating Facial...

\$5.49

Add to cart



Fanny Pack - Wild
Fable™ Olive Green

\$15.00

Add to cart



Mr. Clean Magic
Eraser Cleaning...

\$3.29
 \$15 Target GiftCar...

Add to cart



Clorox Disinfecting
Bleach - Regular -...

\$8.39
 \$15 Target GiftCar...

Add to cart

Order summary

- \$2447.56 total**
157 items
- Free shipping**
With \$35 orders* (exclusions apply)
- Pay as low as \$227/mo.**
With Affirm
- Order includes a gift

\$2,323.63 subtotal • 157 items

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA DIRECTING THE CITY ATTORNEY TO PRESENT ALL INVOICES IN A WORKSHOP SETTING PRIOR TO PAYMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Attorney currently has a current contract with the City of Opa-Locka for legal services; and

WHEREAS, the City Commission desires that the City Attorney present legal bills in a workshop setting prior to payment; and

WHEREAS, the City Commission has determined that directing the City Attorney to present all invoices in a workshop setting prior to payment is in the best interest of the City.

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 directing the City Attorney to present all invoices in a workshop setting prior to payment.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Professional Services Contract") is hereby made and entered into, in duplicate, in Miami-Dade County, Florida, this 22nd day of May 2019, by and between the City of Opa-Locka, Florida, hereinafter referred to as "City," being party of the first part, and the law firm of Burnadette Norris-Weeks, PA, hereinafter referred to as "Attorney," being party of the second part.

RECITALS:

WHEREAS, the City is required by its City Charter to enter into a contract with the City Attorney; and

WHEREAS, by a majority vote of the City Commission and following a procurement process soliciting a qualified firm, Attorney was selected as the City Attorney subject to contract negotiation at a Special Meeting held on May 6, 2019; and

WHEREAS, On May 6, 2019 the City Commission formally selected Attorney pursuant to RESOLUTION NO. 19-9650 passed by the City Commission.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed and covenanted as follows:

1.0 ENGAGEMENT OF PROFESSIONAL SERVICES. City hereby agrees to engage and Attorney agrees to perform the professional legal services pursuant to RFP NO:19-0313100 and in accordance with all applicable provisions of Florida law.

2.0 SCOPE OF SERVICES. City and Attorney agree that the legal services provided by Attorney shall be general legal services as set forth in the City's request for RFP NO: 19-0313100, § 1.1 and § 1.2 paragraph, attached and incorporated hereto as Exhibit "A".

3.0 TERM; TERMINATION. This Agreement shall take effect on the date of execution and shall continue as set forth in the City Charter. If not otherwise inconsistent with the City Charter, the parties agree that either party may terminate this Agreement with or without cause, with thirty (30) days written notice in advance.

4.0 PAYMENT FOR PROFESSIONAL SERVICES RENDERED. Full payment and compensation for Attorney's professional services rendered pursuant to this Professional Services Contract shall be \$16,000.00 per month for legal services for general legal work performed by Attorney.

For litigation matters, attorney time shall be billed in 1/10 of an hour increments as follows:

- Federal, Circuit Civil and Administrative Litigation: \$225.00 per hour.
- County Civil Litigation: \$200/hour.

Attorney time shall be billed at the same rate without regard to whether the work performed is performed by a partner or an associate attorney. Non-attorney time shall be at no charge to the City. For all litigation, Attorney shall prepare a proposed budget within 60 days of any such litigation activity which shall remain on file with Attorney and be made available to City, or any third party, at any time upon reasonable notice. City Attorney shall ensure that any such budget is updated as necessary. Billed time shall be reasonably specific and limited to a single task. "Block" billed entries shall be prohibited. City Attorney shall reasonably staff each litigation matter and shall take care to ensure no unnecessary duplication of efforts.

Best efforts shall be made to ensure that all invoices shall be submitted to City at the earliest available time. City reserves the right to audit City Attorney's litigation invoices.

In the event of termination, Attorney shall be entitled to such approved compensation as shall have accrued to the end of the month terminated.

5.0 COSTS AND EXPENSES: Consistent with the City Charter, in addition to professional legal services, Attorney's billing statements shall include out-of-pocket expenses advanced or incurred on City's behalf. Advanced costs generally will include reasonable expenses for such items as copies, filing, recording, certification, and registration fees charged by governmental bodies, , extraordinary telephone charges, courier services, computer research fees, , and court reporter charges. The foregoing reimbursement of costs and expenses to Attorney are not fees for services as contemplated under this Professional Services contract. Attorney may also request these costs be paid directly by the City to the billing party rather than on a reimbursement basis. The City shall not be billed for, nor pay costs of local travel, meals, ordinary facsimile charges or ordinary telephone charges,. The City shall also not pay for, nor be billed for costs for videographers, courier services or any other Courtroom technology unless such costs are approved by the City in advance. Whenever practicable, City Attorney will obtain advance authorization from City before incurring costs in excess of \$2,500.00.

6.0 ATTORNEY INDEPENDENCE. It is important that Attorney be independent and impartial in order to properly perform and provide professional services to City. Attorney shall not act as counsel in any lawsuit or other adversary proceeding in which City is named as an adversary party.

7.0 INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing contained in this Professional Services Contract or any document executed in connection herewith, shall be construed to create an employer-employee relationship, partnership or joint venture relationship between City and Attorney. Attorney is an independent contractor and not an employee of City. The consideration set forth in Professional Services

Contract shall be the sole consideration due Attorney for the services rendered hereunder. It is understood that City will not withhold any amounts for payment of taxes from the compensation of Attorney hereunder.

8.0 **NOTICE.** Whenever either party is required to give notice to the other, such notice shall be delivered by United States mail, return receipt requested or by hand delivery addressed to the party for whom it is intended at the place specified by this paragraph. The place for giving notice shall remain the same as set forth in this Professional Services Contract, unless changed in writing and provided in the manner provided by this paragraph. The parties designate the following, City Mayor or successor, as the effective persons and place for providing notice to the other:

OPA-LOCKA:

Matthew Pigatt, Mayor
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054

Or hand-delivery at the official city administrative office

ATTORNEY:

Burnadette Norris-Weeks, P.A.
Burnadette Norris-Weeks, Esq.
401 N. Avenue of the Arts
Fort Lauderdale, Florida 33311

9. **INDEMNIFICATION AND INSURANCE:** City shall not be liable for the negligent acts or omissions of City Attorney or those of City Attorney's agents, servants, and employees. The Attorney agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, negligent actions, and costs of action, including attorney's fees for trial and an appeal of any kind and nature arising or growing out of or in any way connected with the negligent acts or omissions of the Attorney, its agents, servants, employees in the performance of this Agreement.. City Attorney shall maintain during the term of this contract, and all renewals and extensions thereof insurance in at least the minimum amounts as follows:

i. Professional Liability: \$1,000,000 per occurrence; \$1,000,000 aggregate. (Aggregate Limits are per 12-month policy period.)

Attorney shall furnish certificates of insurance as soon as practicable, but not later than thirty days (30) following the City Commission vote approving this Agreement.

10. **COMPLIANCE WITH LAW:** City Attorney shall comply with all federal, state and local laws and ordinances applicable to the services and shall not discriminate on any illegal basis in the performance of the services.

11. **RECORDS COMPLIANCE.** City Attorney shall:

(i) Keep and maintain public records required by the public agency to perform the service.

(ii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(iii) Comply, to the extent applicable, with statutes and regulations governing the retention and distribution of public records.

12. **MISCELLANEOUS:** This Professional Services Contract sets forth the entire agreement between the parties hereto. Any prior oral conversations or writings are merged herein and extinguished. No subsequent amendment to this Contract shall be binding unless reduced to writing and properly signed and executed by both parties.

This Professional Services Contract shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. To the extent that there is any conflict between the terms of this Agreement and the language of RFP NO: 19-0313100, the Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Professional Services Contract to be executed this 25 day of ~~May~~^{June}, 2019.

THIS SPACE IS INTENTIONALLY LEFT BLANK

CITY OF OPA-LOCKA

ATTEST:

Joanna Hor
City Clerk 06/25/2019

BY: Newall Daughtrey
Newall Daughtrey, Interim City Manager

ATTORNEY

WITNESSES:
Joanna Hor

BY: Burnadette Norris-Weeks
Burnadette Norris-Weeks, Esq.
For Burnadette Norris-Weeks, P.A.

Sponsored by: Vice-Mayor Johnson

RESOLUTION NO. 11-8250

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF OPA-LOCKA, FLORIDA TO APPROVE ALL
LITIGATION MATTERS PRIOR TO EXPENDITURE;
PROVIDING FOR INCORPORATION OF RECITALS;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, The City Commission of the City of Opa-locka desires to approve any and all litigation matters prior to expenditures.

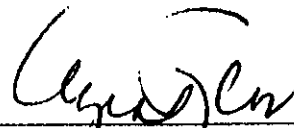
**NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION
OF THE CITY OF OPA-LOCKA, FLORIDA:**

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

Section 2. The City Commission of the City of Opa-locka, shall approve any and all litigation matters prior to expenditures.

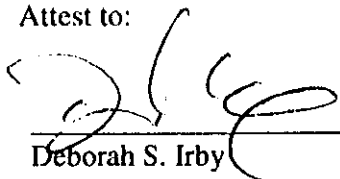
Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of June, 2011.



MYRA TAYLOR
MAYOR

Attest to:



Deborah S. Irby
City Clerk

Approved as to form and legal sufficiency:



Joseph S. Geller
City Attorney

Resolution No. 11-8250

Moved by: COMMISSIONER MILLER
Seconded by: VICE MAYOR JOHNSON
Commission Vote: 5-0
Commissioner Holmes: YES
Commissioner Miller: YES
Commissioner Tydus: YES
Vice-Mayor Johnson: YES
Mayor Taylor: YES

RESOLUTION NO. 23-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, DIRECTING THE INTERIM CITY MANAGER TO SCHEDULE A PLANNING AND ZONING WORKSHOP TO ALLOW THE CITY COMMISSION TO REVIEW AND MAKE RECOMMENDATIONS REGARDING PLACEMENT FOR COMMERCIAL BUSINESSES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, commercial businesses in the City of Opa-Locka ("City") are beneficial and essential. They assist the City by creating quality jobs, reducing expenditures, increasing local economic stability through tax revenues and providing employment opportunities for City residents; and

WHEREAS, the City Commission seeks to expand the business community and in that regard desires to instruct the Interim City Manager to schedule a Planning and Zoning workshop to allow the City Elected Officials to review and make recommendations for additional designations of commercial businesses; and

WHEREAS, the City Commission has determined that authorizing the Interim City Manager to schedule a Planning and Zoning workshop to allow the City Commission to review and make recommendations regarding placement for commercial businesses, is in the best interest of the City.

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 Interim City Manager to schedule a Planning and Zoning workshop to allow the City Commission to review and make recommendations regarding placement and additional designations for commercial businesses.

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 of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE

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

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature: <i>[Signature]</i>			
Commission Meeting Date:	9.13.2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
		X	Public Hearing: (Enter X in box)	Yes	No	Yes No
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No
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)		
Sponsor Name	Commissioner Williams		Department:	City Commission		

Short Title:

A resolution directing the City Manager to schedule a Planning and Zoning workshop to allow the City Commission to review and make recommendations regarding placement of commercial businesses.

Staff Summary:

Commercial businesses in the City of Opa-locka are beneficial and essential. They assist the City by creating quality jobs, reducing expenditures, increase local economic stability through tax revenues and provide employment opportunities for City residents. The City Commission is seeking to expand the business community and instructs the City Manager to schedule a Planning and Zoning workshop to allow the Elected Officials to review and make recommendations for further replacement of commercial businesses.

Financial Impact – No financial impact associated with conducting a workshop

Proposed Action:

It is recommended that the City Commission approve legislation directing the City Manager to schedule a Planning and Zoning workshop regarding placement of commercial businesses.

Attachment:

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO AMEND THE AGREEMENT WITH GULFSTREAM PETROLEUM SERVICES, INC. TO INCREASE THE SUBSTANTIAL COMPLETION OF WORK DEADLINE AND REMOVE THE BOND REQUIREMENT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 13, 2022, the City Commission of the City of Opa-Locka approved resolution 22-9968 for Gulfstream Petroleum Services, Inc. for the removal of fuel storage tanks pursuant to RFP NQ. 21-0929200; and

WHEREAS, the contractor is requesting two changes: 1) Section 3.1 substantial completion changed from thirty (30) to ninety (90) days and 2) Section 11.1 Removal of the language for performance and payment bonds which is required for projects that exceed Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, the Interim City Manager is recommending that the revisions be approved and has confirmed that the total project will not exceed \$200,000 requiring a performance bond; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to approve an amendment to the agreement with Gulfstream Petroleum Services, Inc., as described here in and pursuant to Composite Exhibit "A".

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

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

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to amend the agreement with Gulfstream Petroleum Services, Inc., as described here in and pursuant to Composite Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS

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

SECTION 4. EFFECTIVE DATE

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

PASSED and **ADOPTED** this _____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin			Department Director Signature:			
City Manager:	Darvin Williams			CM Signature:			
Commission Meeting Date:			Item Type: (Enter X in box)	Resolution X	Ordinance		Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes	No
				X	X	X	X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		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:

A resolution allowing the City Manager to amend the contract with Gulfstream Petroleum Services

Staff Summary:

April 13, 2022, the city commission approved resolution 22-9968 for Gulfstream Petroleum Services, for the removal of fuel storage tanks pursuant to RFP No. 21-0929200. The contractor is requesting two changes:

- Section 3.1 substantial completion changed from thirty (30) to ninety (90) days.
- Section 11.1 Removal of the language for performance and payment bonds which is required for projects that exceed \$200,000.

Financial Impact: The Building Maintenance division Other Contract Services, 39-541340, includes \$65,000 for this project.

Proposed Action:

Staff recommends the City Commission approve the amendment of this contract agreement.

Attachment:

1. Agenda
2. Resolution No. 22-9968.
3. Original annotated contract agreement
4. Amended contract agreement.

))
))

**AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND GULFSTREAM PETROLEUM SERVICES INC.,
FOR REMOVAL OF UNDERGROUND STORAGE TANKS: PUBLIC
WORKS AND UTILITIES BLDG. 12950 NW 42ND AVE AND POLICE
STATION 2495 ALI BABA AVE. OPA- LOCKA, FL 33054**

THIS AMENDMENT entered into between the CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter "CITY", and GULFSTREAM PETROLEUM SERVICES INC., a Florida corporation, hereinafter "CONTRACTOR", hereby amends the Agreement between the parties dated April 13, 2022.

WITNESSETH:

WHEREAS, on April 13, 2022, the City Commission of the City of Opa-Locka approved resolution 22-9968 for Gulfstream Petroleum Services, Inc. for the removal of fuel storage tanks pursuant to RFP NQ. 21-0929200; and

WHEREAS, Contractor has requested two changes to the Agreement: 1) Section 3.1 - substantial completion changed from thirty (30) to ninety (90) days and 2) Section 11.1 - Removal of the language for performance and payment bonds which is required for projects that exceed \$200,000; and

WHEREAS, the City Manager has confirmed that this amendment will not exceed \$200,000; and

WHEREAS, the parties desire to specifically amend Section 3.1 of the Agreement entitled "TIME FOR COMPLETION AND LIQUIDATED DAMAGES" and Section 11.1 entitled "CONTRACT BOND"; and

WHEREAS, the City Commission desires to authorize the Interim City Manager to execute the Amendment to the Removal of Underground Storage Tanks: Public Works and Utilities Bldg. 12950 NW 42nd Ave and Police Station 2495 Ali Baba Ave. Opa- Locka, FL 33054 Agreement, as set forth herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Amendment, the parties hereby agree to amend Section 3.1 of the Agreement entitled "TIME FOR COMPLETION AND LIQUIDATED DAMAGES" as follows:

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

3.1 The CONTRACTOR shall commence work to be performed under this Agreement upon full execution of Contract. CONTRACTOR shall complete all work in a timely manner substantially by ~~thirty (30) days~~ ninety days (90) after full execution of contract date. and final completion will be thirty days (30) after substantial completion date. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.

In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth in this Amendment, the parties hereby agree to amend Section 11.1 entitled "CONTRACT BOND" as follows:

CONTRACT BOND

- 11.1 ~~No bonding required. The CONTRACTOR is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa-Locka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

The foregoing recitations are true and correct and are hereby incorporated by reference. All other provisions of the Agreement, except as modified herein, shall remain in full force and effect.

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

CONTRACTOR:

CITY:

GULFSTREAM PETROLEUM
SERVICES INC.

City of Opa-Locka

By:_____

By:_____
Darvin Williams
Interim City Manager

Date:_____

Date:_____



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

GULFSTREAM PETROLEUM SERVICES, INC.

FOR

Removal of Underground Storage Tanks:

Public Works and Utilities Bldg. 12950 NW 42nd Ave and

Police Station 2495 Ali Baba Ave. Opa-locka, FL 33054

AGREEMENT

THIS IS AN AGREEMENT dated the ____ Day of _____, 2023, between:

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

and

GULFSTREAM PETROLEUM SERVICES, Inc.

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

WITNESSETH:

for consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and **CONTRACTOR** agree as follows:

ARTICLE 1

PREAMBLE

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

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

ARTICLE2

SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with the **BID Response Package to the RFP No. 21-0929200** submitted to perform **Removal of Underground Storage Tanks: Public Works and Utilities Bldg. 12950 NW 42nd Ave and Police Station 2495 Ali Baba Ave. Opa-locka, FL 33054**
- . A copy of the Proposal is attached hereto and specifically made a part of this Agreement as Composite "Exhibit A" and the Resolution package is also attached as Composite "Exhibit B".
- 2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within **One (1) year** following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.
- 2.4 CONTRACTOR shall comply with the Specifications set forth in the **RFP No. 21-0929200**, the Public Building Construction (PBC), the Florida Building Code (FBC), API RP 1604 (Closure of Underground Petroleum Storage Tanks) and the Uniform Fire Code, and the requirements of the Notice of Acceptance (NOA)

ARTICLE3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONTRACTOR shall commence work to be performed under this Agreement **upon full execution of Contract**. CONTRACTOR shall complete all work in a timely manner substantially by **ninty days (90) after full execution of contract date**. and final completion will be **thirty days (30) after substantial completion date**. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

- 3.3 Contractor's failure to perform the work specified in Exhibit "A" shall result in Contractor being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents ~~(\$1000.00)~~ per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, \$105,200.00 + \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist, for work to be completed in accordance with the "Proposal" submitted by CONTRACTOR. Itemized prices for work completed by the CONTRACTOR shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "B", with no change in the price shown. A total contact price hereto is referred to as Contract Sum and shall be:

Public Works Department - \$59,400.00 + \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist.

Police Station - \$45,800.00 = \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist.

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

ARTICLES

PROGRESS PAYMENTS

- 5.1 The period covered by each Application for Payment shall be one calendar month ending on the *last* day of the month, or as follows:
- 5.2.1. Owner shall pay pursuant to the Florida Local Government Prompt Payment Act Chapter 218 Florida Statutes.
- 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and *be* prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit

to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

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

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

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

5.5 Reduction or limitation of retainage, if any, shall be as follows:

The retainage can be reduced to five percent (5%) when the entire work has reached seventy five percent (75%) of completion, and it is subject to the Contractor's performance.

ARTICLE6
FINAL PAYMENT

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

ARTICLE7
CONTRACTOR'S LIABILITY INSURANCE

- 7.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on a subcontract until all similar such insurance required of the subcontractor has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.5 Contractor's Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:
- (a) Workers' Compensation Insurance- as required by law;
 - (b) Employer's Liability Insurance - as required by law;
 - (c) Automobile Liability Insurance-the minimum limit of coverage shall be \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
 - (d) Personal Injury in the minimum amounts of \$500,000 for combined Bodily Injury and Property Damage.
 - (e) Professional Liability Insurance: minimum coverage shall be \$500,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account

of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.

- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the Contractor.

ARTICLES

PROTECTION OF PROPERTY

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

ARTICLE9

CONTRACTOR'S INDEMNIFICATION

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

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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

ARTICLE 11

CONTRACT BOND

- 11.1 ~~No bonding required. The CONTRACTOR is required to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Bid Price, including Alternates if any, with the City of Opa Locka as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.~~

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDIDON OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 13

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TERM AND TERMINATION

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

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 CONTRACTOR and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; CONTRACTOR's BID Proposal as set forth in Exhibit "A"; City's Resolution in Exhibit "B", and the Plans and Specifications Will be added to the Contract Document as Exhibit "C" once approved by the Authorized City Officials.

ARTICLE 15

MISCELLANEOUS

15.1 Legal Representation:

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

15.2 Assignments:

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

15.3 Records:

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

15.4 Ownership of Documents:

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

15.5 No Contingent Fees:

CONTRACTOR warrants that it has not employed or retained any company or person, other

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

15.6 Notice:

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

CITY: James B. Wright, Interim City Manager
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

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

CONTRACTOR: — ----- Authorized Representative
Gulfstream Petrolewm Services, Inc.

Phone:() _____
Fax: () _____
E-mail: _____

15.7 Binding Authority:

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

15.8 Exhibits:

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

15.9 Headings:

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

15.10 Severability:

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

15.11 Governing Law:

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

15.12 Disputes:

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

15.13 Attorney's Fees:

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

15.14 Extent of Agreement:

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

15.15 Waiver:

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

15.16 Equal Opportunity Employment:

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

rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 16

NOTICE TO PROCEED

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

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

CITY OF OPA-LOCKA

ATTEST:

Joanna Flores, CMC
City Clerk

BY: _____
James B. Wright
City Manager

APPROVED AS TO FORM:

Burnadette Norris-Weeks, City Attorney

Gulfstream Petroleum Services, Inc.

ATTEST:

Authorized Representative (Name) (Signature)

WITNESSES:

(Name) (Signature)

(Name) (Signature)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State of _____ and County aforesaid on this _____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:



**Office of the City Manager
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054**

Darvin Williams, JD, MBA, MPH
Interim City Manager

Telephone (305) 953-2821
Email: dwilliams@opalockafl.gov

To: Mayor Veronica Williams
Vice Mayor John H. Taylor, Jr.
Commissioner Shorelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez

From: Darvin Williams, Interim City Manager

Date: April 7, 2022

Re: Resolution: Committee Selection for Removal of Underground Storage Tank

Request: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF GULFSTREAM PETROLEUM SERVICES, INC. PURSUANT TO RFP NO. 21-0929200; FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOWEST RESPONSIVE RESPONSIBLE BIDDER; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Description: Removal of underground storage tanks at Public Works and the Police Station.

Analysis: Bid proposals were received by the Office of the City Clerk on October 6, 2021 at 2:08 p.m. The City Clerk's Office opened sealed proposals and certified the bids under the provisions of Sec. 2-320.1 of the City's Code of Ordinance. The following two (2) companies submitted proposals:

Gulfstream Petroleum Services, Inc.

Lutz Petroleum Equipment Installations, Inc.
--

The evaluation committee met on October 13, 2021 to review proposals. Members of the evaluation committee included:

Carlos Gonzalez, CIP Project Manager
Gerald Lee, Community Development Planner
King Leonard, Public Works Superintendent
Nelson Rodriguez, Information Technology Director
Arshad Viqar, Engineer

Each committee member's review evaluation and scoring of proposals were based on the following criterion and weight system:

Criterion	Weight
Experience and Qualifications	25%
Quality of Service	25%
Proposed Fee	50%

Below you will find the selection committee evaluations that include scoring of the two (2) proposals submitted / received. The proposals are listed in order from highest to lowest in ranking:

Gulfstream Petroleum Services, Inc.

Name	Rating
Carlos Gonzalez	4.25
Gerald Lee	4.00
Kina Leonard	4.00
Nelson Rodriguez	5.00
Arshad Vigar	4.25
TOTAL	8.30

Lutz Petroleum Equipment Installations, Inc.

Name	Rating
Carlos Gonzalez	3.75
Gerald Lee	3.25
Kina Leonard	3.50
Nelson Rodriguez	4.50
Arshad Vigar	4.00
TOTAL	8.80

Recommendation(s):

Staff recommends approval based upon the committee's review, evaluation, scoring and ranking of the proposals submitted. Therefore, it is the recommendation of the Selection Committee that the City negotiates and enters into an agreement with Gulfstream Petroleum Services, Inc.

Attachments:

Request for Proposal (RFP) #21-0929200
 Advertisements
 Bid Certification
 Committee Evaluation Forms
 Bid Proposals

*** END OF MEMORANDUM***



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSALS
RFP No. 21-0929200**

REMOVAL OF UNDERGROUND STORAGE TANK

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:08 p.m. this 6th day of October, 2021.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

LUMP SUM PRICE

- | | |
|--|--|
| 1. Gulfstream Petroleum Services, Inc.
936 SW 1 Avenue, #439
Miami, FL 33130
Contact: Mark Watson, President
Tele: (305) 281-7240
Email: Mark@gpsfuel.com | Public Works Dept.
\$59,400.00

Police Station
\$45,800.00 |
| 2. Lutz Petroleum Equipment Installations, Inc.
2351 N Powerline Road
Pompano Beach, FL 33069
Contact: Keven Moore, Operations Manager
Tele: (954) 971-5222
Cell: (954) 444-3066
Email: lutzpei@lutztanks.com | Public Works Dept.
\$67,250.00

Police Station
\$54,625.00 |

I further certify that sealed proposal(s) were submitted and properly opened in the presence of the following:

Sha'mecca Lawson
Executive Assistant to the City Manager
City of Opa-locka

Joanna Flores, CMC
City Clerk

EVALUATION FORM

RFP No. 21-0929200 Removal of Underground Storage Tank

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

CARLOS GONZALEZ

Date:

10-13-21

Signature:

[Signature]

Firm Name:

GULFSTREAM

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>5</u>
Quality of Service	<u>4</u>
Proposed Fee	<u>4</u>

- 16 yrs in business (2005).
- Contractor has done many jobs similar to this one.
- Very good project approach.

Firm Name:

LOTZ PETROLEUM EQUIP.

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>5</u>
Quality of Service	<u>4</u>
Proposed Fee	<u>3</u>

- 36 yrs in business (1985)
- Has done many projects like this one.
- Experienced personnel.

Firm Name:

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Quality of Service	
Proposed Fee	

EVALUATION FORM

RFP No. 21-0929200 Removal of Underground Storage Tank

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

GERALD LOS

Date:

10/13/21

Signature:

Firm Name:

GULFSTREAM PETROLEUM SERVICES, INC.

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Quality of Service	4
Proposed Fee	4

2005 - Present

105,200

Firm Name:

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Quality of Service	4
Proposed Fee	2

1986 - Present

121,875

Firm Name:

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Quality of Service	
Proposed Fee	

EVALUATION FORM

RFP No. 21-0929200
Removal of Underground Storage Tank

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard Date: 10/13/21
Signature: [Signature]

Firm Name: GulfStream Petroleum Services Inc

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Quality of Service	4
Proposed Fee	4

Firm Name: Lutz Petroleum Equipment Installations Inc

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	4
Quality of Service	4
Proposed Fee	3

Firm Name: _____

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Quality of Service	
Proposed Fee	

EVALUATION FORM

RFP No. 21-0929200 Removal of Underground Storage Tank

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Neison Rodriguez

Date:

10-13-21

Signature:

[Signature]

Firm Name:

Gulfstream Petroleum Services, Inc

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Quality of Service	5
Proposed Fee	5

Qualified both public & private sector clean
cost w/ detail if soil is contaminated.

Firm Name:

Lotz Petroleum Equipment Installations, Inc

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Quality of Service	5
Proposed Fee	4

Qualified with details. Price was somewhat
high. All costs detailed along with contaminated soil.

Firm Name:

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Quality of Service	
Proposed Fee	

EVALUATION FORM

RFP No. 21-0929200 Removal of Underground Storage Tank

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: Arshad Vajra Date: 10/13/21
Signature: [Signature]

Firm Name: Griefstam Petroleum Services Inc.

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Quality of Service	4
Proposed Fee	4

Firm Name: Lutz Petroleum Equipment Installations Inc

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	5
Quality of Service	5
Proposed Fee	3

Firm Name: _____

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	
Quality of Service	
Proposed Fee	



CONTRACT AGREEMENT

BETWEEN

CITY OF OPA- LOCKA

AND

GULFSTREAM PETROLEUM SERVICES, INC.

FOR

Removal of Underground Storage Tanks:

Public Works and Utilities Bldg. 12950 NW 42nd Ave and

Police Station 2495 Ali Baba Ave. Opa-locka, FL 33054

AGREEMENT

THIS IS AN AGREEMENT dated the ____ Day of _____, **2022**, between:

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

and

GULFSTREAM PETROLEUM SERVICES, Inc.

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

WITNESSETH:

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

ARTICLE 1

PREAMBLE

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

- 1.1 On _____, the CITY authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2

SCOPE OF WORK

- 2.1 The CONTRACTOR shall furnish all of the materials, equipment, tools, supplies, and labor necessary to perform all of the work described in accordance with the BID Response Package to the RFP No. 21-0929200 submitted to perform Removal of Underground Storage Tanks: Public Works and Utilities Bldg. 12950 NW 42nd Ave and Police Station 2495 Ali Baba Ave, Opa-locka, FL 33054
- A copy of the Proposal is attached hereto and specifically made a part of this Agreement as Composite "Exhibit A" and the Resolution package is also attached as Composite "Exhibit B".
- 2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.
- 2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards for specified services. If within One (1) year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.
- 2.4 CONTRACTOR shall comply with the Specifications set forth in the RFP No. 21-0929200, the Public Building Construction (PBC), the Florida Building Code (FBC), API RP 1604 (Closure of Underground Petroleum Storage Tanks) and the Uniform Fire Code, and the requirements of the Notice of Acceptance (NOA)

ARTICLE 3

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 3.1 The CONTRACTOR shall commence work to be performed under this Agreement upon full execution of Contract. CONTRACTOR shall complete all work in a timely manner substantially by thirty days (30) after full execution of contract date, and final completion will be thirty days (30) after substantial completion date. Should there be any delay in issuance of permit by the jurisdictional authorities completion time will be adjusted accordingly.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

90 Days
from start
excluding soil
remediation.

Start Date of
12/1/22

- 3.3 Contractor's failure to perform the work specified in Exhibit "A" shall result in Contractor being required to pay liquidated damages in the Amount of One Thousand Dollars and Zero Cents (~~\$1000.00~~) per day for each unexcused day after the completion date set forth in Section 3.1 above.

ARTICLE 4

CONTRACT SUM

- 4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, \$105,200.00 + \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist, for work to be completed in accordance with the "Proposal" submitted by CONTRACTOR. Itemized prices for work completed by the CONTRACTOR shall be as reflected in the proposal submitted, a copy of which is attached hereto and made a part hereof as Exhibit "B", with no change in the price shown. A total contract price hereto is referred to as Contract Sum and shall be:

Public Works Department - \$59,400.00 + \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist.

Police Station - \$45,800.00 + \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist.

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

ARTICLE 5

PROGRESS PAYMENTS

- 5.1 The period covered by each Application for Payment shall be one calendar month ending on the *last* day of the month, or as follows:
- 5.2.1. Owner shall pay pursuant to the Florida Local Government Prompt Payment Act Chapter 218 Florida Statutes.
- 5.2.2. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 5.2.3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- 5.2.4. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- 5.2.4.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included in applications for Payment. The amount of credit

to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager. When both additions and credits covering related Work or substitutions are involved in a change the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

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

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

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

5.5 Reduction or limitation of retainage, if any, shall be as follows:

The retainage can be reduced to five percent (5%) when the entire work has reached seventy five percent (75%) of completion, and it is subject to the Contractor's performance.

ARTICLE 6
FINAL PAYMENT

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

ARTICLE 7
CONTRACTOR'S LIABILITY INSURANCE

- 7.1 The CONTRACTOR shall not commence work under this contract until it has obtained all insurance required under this Article and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor, if applicable, to commence work on a subcontract until all similar such insurance required of the subcontractor has been obtained and approved.
- 7.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 7.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.
- 7.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as set forth in the Architect/Engineer of Records' Final Completion Certificate and the Certificate of Occupancy (C.O.) as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least three (3) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 7.5 Contractor's Insurance Coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability:
- (a) Workers' Compensation Insurance - as required by law;
 - (b) Employer's Liability Insurance - as required by law;
 - (c) Automobile Liability Insurance - the minimum limit of coverage shall be \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability
 - (d) Personal Injury in the minimum amounts of \$500,000 for combined Bodily Injury and Property Damage.
 - (e) Professional Liability Insurance: minimum coverage shall be \$500,000.00 with deductible or self-insured retention (SIR) indicated.
- 7.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account

of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as additional insured under their policy.

- 7.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures, following discussion and confirmation of the same with the Contractor.

ARTICLE 8

PROTECTION OF PROPERTY

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

ARTICLE 9

CONTRACTOR'S INDEMNIFICATION

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

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

ARTICLE 10

INDEPENDENT CONTRACTOR

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

ARTICLE 11

~~CONTRACT BOND~~

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

ARTICLE 12

CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

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

DATE

PROJECT NAME

PROJECT COST

CHANGES DESCRIPTION

ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT

ESTIMATED PROJECT COMPLETION DATE

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

ARTICLE 13

No Bond
Required

TERM AND TERMINATION

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

ARTICLE 14

CONTRACT DOCUMENTS

- 14.1 CONTRACTOR and CITY hereby agree that the following Contract Documents, made a part of this Agreement, as if written herein word for word: This Agreement; CONTRACTOR's BID Proposal as set forth in Exhibit "A"; City's Resolution in Exhibit "B", and the Plans and Specifications will be added to the Contract Document as Exhibit "C" once approved by the Authorized City Officials.

ARTICLE 15

MISCELLANEOUS

15.1 Legal Representation:

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

15.2 Assignments:

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

15.3 Records:

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

15.4 Ownership of Documents:

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

15.5 No Contingent Fees:

CONTRACTOR warrants that it has not employed or retained any company or person, other

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

15.6 Notice:

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

CITY: Darwin Williams, Interim City Manager
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

COPY TO: Burnadette Norris-Weeks, City Attorney
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

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

CONTRACTOR: _____, Authorized Representative
Gulfstream Petroleum Services, Inc.

Phone: () _____
Fax: () _____
E-mail: _____

15.7 Binding Authority:

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

15.8 Exhibits:

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

15.9 Headings:

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

15.10 Severability:

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

15.11 Governing Law:

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

15.12 Disputes:

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

15.13 Attorney's Fees:

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

15.14 Extent of Agreement:

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

15.15 Waiver:

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

15.16 Equal Opportunity Employment:

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

rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 16

NOTICE TO PROCEED

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

Start Date
12/1/22

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

CITY OF OPA-LOCKA

ATTEST:

_____	BY: _____
Joanna Flores, CMC	Darvin Williams
City Clerk	Interim City Manager

APPROVED AS TO FORM:

Burnadette Norris-Weeks, City Attorney

Gulfstream Petroleum Services, Inc.

ATTEST:

_____	_____
Authorized Representative (Name)	(Signature)

WITNESSES:

_____	_____
(Name)	(Signature)

_____	_____
(Name)	(Signature)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State of _____ and County aforesaid on this ____ day of _____, 2022.

NOTARY PUBLIC

My Commission Expires:

See attached document for Exhibit "A"

**BID PROPOSAL
IN RESPONSE TO
RFP NO. 21-0929200
PROPOSAL FOR SERVICES DATED 10-06-2021
BY: GULFSTREAM PETROLEUM SERVICES INC.
FOR
REMOVAL OF UNDERGROUND STORAGE TANKS
AT
12950 NW 42nd Ave. OPA-LOCKA, FL 33054
AND
2495 ALI BABA AVENUE OPA-LOCKA, FL 33054**

See attached document for Exhibit "B"

CITY'S RESOLUTION No. _____

Removal of Underground Storage Tank

Under Evaluation

29	2275	0	2	0
Planholders	Broadcast to	Supplemental Suppliers	Watchers	Post Bid Viewers

Bid Details

Agency Name	City of Opelousa
Bid Writer	Sha'mecca Lawson
Bid ID	RFP-RFP No. 21-0929200-0-2021/SL
Bid Type	RFP - Request for Proposal
Broadcast Date	Sep 7, 2021 8:21am (EDT)
Fiscal Year	2021
Due	Oct 6, 2021 2:00pm (EDT)
Bid Status Text	None

Scope of Work

None

Documents

[Download all documents](#)

Filename	Type	Date Modified	Status
Addendum-06	Addendum	Sep 29, 2021	Complete
Addendum-05	Addendum	Sep 24, 2021	Complete
Addendum-04	Addendum	Sep 22, 2021	Complete
Addendum-03	Addendum	Sep 22, 2021	Complete
Addendum-02	Addendum	Sep 22, 2021	Complete
Addendum-01	Addendum	Sep 15, 2021	Complete
RFP No. 21-0929200...	Revision	Sep 8, 2021	Complete
RFP No. 21-0929200	Bid Document / Specifications	Sep 2, 2021	Complete

Sponsored By: City Manager

RESOLUTION NO. 22-9968

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF GULFSTREAM PETROLEUM SERVICES, INC. FOR THE REMOVAL OF UNDERGROUND STORAGE TANKS PURSUANT TO RFP NO. 21-0929200 AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 7, 2021, the City of Opa-locka ("City") published a Request for Proposals (RFP) 21-0929200 for the removal of underground storage tanks; and

WHEREAS, two (2) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on October 6, 2021; and

WHEREAS, the Evaluation Committee reviewed the proposals and subsequently selected Gulfstream Petroleum Services, Inc. as the most responsive responsible bidder; and

WHEREAS, the City Commission finds that acceptance of Gulfstream Petroleum Services, Inc.'s proposal for the removal of underground storage tanks and entering into an agreement with Gulfstream Petroleum Services, Inc. for the term attached hereto as Exhibit "A", is in the best interest of the City of Opa-locka and its residents.

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

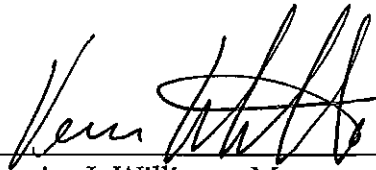
SECTION 1. The recitals to the preamble herein are incorporated by reference.

SECTION 2. The City Commission of the City of Opa-locka, Florida hereby accepts the proposal of Gulfstream Petroleum Services, Inc. pursuant to Request for Proposals (RFP) 21-0929200, for the removal of underground storage tanks, and authorizes the City Manager to enter into an agreement, attached hereto as 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, following review by the City Attorney, without need of public hearing, by filing a corrected copy of the same with the City Clerk.

SECTION 3. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

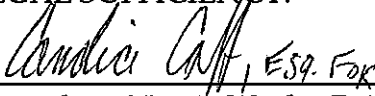
PASSED and **ADOPTED** this 13th day of April, 2022.


Veronica J. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: Vice Mayor Taylor

Seconded by: Commissioner Dominguez

VOTE:	4-0
Commissioner Bass	YES
Commissioner Davis	NOT PRESENT
Commissioner Dominguez	YES
Vice-Mayor Taylor	YES
Mayor Williams	YES



City of Opa-locka Agenda Cover Memo

Department Director:	Airla Austin		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	04.13.2022		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
			Public Hearing: (Enter X in box)	Yes	No X	Yes	No X
Funding Source: Account# :	(Enter Fund & Dept) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No X	
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:				
Strategic Plan Related (Enter X in box)	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: (list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the City Manager to accept the proposal of Gulfstream Petroleum Services, Inc. for the Removal of Underground Storage Tanks pursuant to RFP No. 21-0929200 and further authorizing the City Manager to enter into an agreement with Gulfstream Petroleum Services, Inc.

Staff Summary:

Request for Proposal (RFP) 21-0929200 was published on September 7, 2021 for the Removal of Underground Storage Tanks. Two (2) sealed proposals were received by the City Clerk's Office and certified by the City Clerk on October 6, 2021.

The Evaluation Committee reviewed the proposals and subsequently selected Gulfstream Petroleum Services, Inc. as the most responsive responsible bidder. Gulfstream Petroleum Services, Inc. proposed to provide the services at the price as listed below:

Public Works Department - \$59,400.00 + \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist.

Police Station - \$45,800.00 = \$94.00 per ton for the removal, loading, and disposal of contaminated soil if any exist.

Financial Impact

The Building Maintenance division Other Contract Services, 39-541340, includes \$65,000 for this project.

Proposed Action:

Staff recommends the City Commission approve the recommendation for selection of Gulfstream Petroleum Services, Inc. based on the Selection Committee review, scoring and ranking, and authorize the City Manager to enter into an agreement with Gulfstream Petroleum Services, Inc. for removal of Underground Storage Tanks.

Attachment:

RFP No. 21-0929200
Advertisements
Bid Certification
Committee Evaluation Forms
Bid Proposals



CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO. 21-0828200

Removal of Underground Storage Tanks

Sealed Proposals for Agent of Removal of the above item's Proposals will be received by the City of Opa-Locka at the Office of the City Clerk, 780 Fisherman St., 4th Floor, Opa-Locka, Florida 33084, Wednesday, September 22, 2021 by 3:00 p.m. Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-Locka will accept proposals by mail, however it is not recommended to rely on mail delivery for proposals. Proposals may be submitted via email to info@opalocka.com or by hand delivery to the City Clerk's Office. The address to submit proposals is subject to change.

CITY OF OPA-LOCKA
Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33084

Any proposal and a bid report for a total of seven (7) pages of the Request for Proposal (RFP) Form shall be submitted in sealed envelopes addressed to the City Clerk, City of Opa-Locka, Florida, and marked RFP for Removal of Underground Storage Tanks.

Proposals may be submitted for view in preparing proposals may obtain a list of such documents by visiting the City's website at www.opalocka.com or by calling the City Clerk's Office.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to the lowest responsive and eligible bidder. Proposals may be submitted by mail, however it is not recommended to rely on mail delivery for proposals. Proposals may be submitted via email to info@opalocka.com or by hand delivery to the City Clerk's Office. The address to submit proposals is subject to change.

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Jessica Phipps, CMG
City Clerk



CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS RFP NO. 21-0828200
Property Management Services

Sealed Proposals for Property Management services will be received by the City of Opa-Locka at the Office of the City Clerk, 780 Fisherman St., 4th Floor, Opa-Locka, Florida 33084, Wednesday, September 22, 2021 by 3:00 p.m. Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-Locka will accept proposals by mail, however it is not recommended to rely on mail delivery for proposals. Proposals may be submitted via email to info@opalocka.com or by hand delivery to the City Clerk's Office. The address to submit proposals is subject to change.

CITY OF OPA-LOCKA
Office of the City Clerk 780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33084

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Jessica Phipps, CMG
City Clerk



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CHILD ABUSE

A New York stranger with candy kissed a 5-year-old on her lips in a Publix, police say

BY DAVID J. NEAL
dneal@nolanherald.com

Using a bag of M&M's, a Brooklyn man lured a fellow Publix shopper's 5-year-old girl to him and kissed her on the lips, Sunny Isles Beach police say.

What sounds like an anecdote meant to emphasize the old parental warning about avoiding strangers with candy

allegedly happened 3:20 p.m. Friday at a Publix at 18320 Collins Ave. Faris Feyzullayev, 43, has been charged with child abuse without great harm.

According to an arrest report, after the girl's mother saw the 5-foot-8, 215-pound, goateed Feyzullayev kiss her daughter, she yelled and he grabbed his groceries before hurrying out of the store. Police say a

view of the store's surveillance cameras preceded a short search that ended with Feyzullayev's arrest at Matryoshka Deli Food, 18100 Collins Ave.

Feyzullayev was released from Miami-Dade Corrections custody Saturday upon posting \$5,000 bond.

David J. Neal
305-376-3559,
@DavidJNeal

PRODUCT RECALL

PetSmart recalls 100,000 dog food bowls after the dishes cut and scratched pet owners

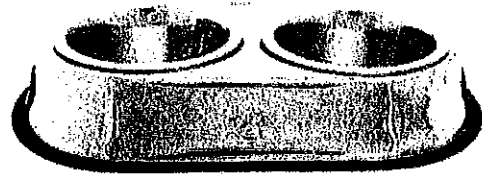
BY DAVID J. NEAL
dneal@nolanherald.com

Dog food dishes shouldn't leave anybody bleeding. That's why PetSmart recalled about 100,300 Top Paw Double Diner Dog Bowls Wednesday.

The exact problem, as stated in the U.S. Consumer Product Safety Commission recall notice: "The gasket on the bottom of the dog bowls can come off, leaving an unflaked edge, posing a risk of laceration."

And PetSmart knows about three users who have suffered cuts and scratches after the gasket comes off the bowl, leaving just a metal edge.

This covers metal dog food



U.S. Consumer Product Safety Commission

The recalled Top Paw Double Diner Dog Bowl.

bowls with a paw print on the front and a sticker with SKU No. 5270098 and UPC No. 75725775404 elsewhere. PetSmart's taking the financial hit, just asking users to return the bowls to a PetSmart store for a

full refund. Folks with questions can call PetSmart at 888-839-9638, 8 a.m. to 9 p.m., Eastern time.

David J. Neal 305-376-3559,
@DavidJNeal


CITY OF OCALA - FLORIDA
REQUEST FOR PROPOSALS RFP NO. 21-0024260
Property Management Services

Sealed Proposals for Property Management Services will be received by the City of Ocala at the Office of the City Clerk, 780 Federal Street, 4th Floor, Ocala, Florida 32604, through the City Clerk's Office, 780 Federal Street, 4th Floor, Ocala, Florida 32604, by 2:00 p.m. Any RFP Package received after the designated closing time will be returned unopened. The City of Ocala will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date to avoid any delays in the review process. The City of Ocala will not be responsible for any delays in the review process. The City of Ocala will not be responsible for any delays in the review process.

CITY OF OCALA - FLORIDA
Office of the City Clerk, 780 Federal Street, 4th Floor
Ocala, Florida 32604

An original and a photocopy of a bid or proposal must be submitted in a sealed envelope or folder labeled "RFP" and "City of Ocala, Florida" and placed in a locked container. The City of Ocala will not be responsible for any delays in the review process. The City of Ocala will not be responsible for any delays in the review process.

Proposals being submitted for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.cityofocala.com or by calling the City Clerk's Office.

The City reserves the right to accept or reject any and all proposals and to waive any technical or procedural irregularities. The City further reserves the right to award the contract to the proposer whose proposal best complies with the RFP No. 21-0024260 requirements. Proposals must be submitted by the deadline of 2:00 p.m. on the date specified in the opening of the RFP.

A mandatory pre-bid meeting will be held on **September 14, 2001 at 10:00 a.m.** at 780 Federal Street, Ste. 220, Ocala, FL 32604. All vendors are invited to attend. For more information, please call the City Clerk's Office at (352) 341-3115.

Questions may be directed to the City Clerk's Office at (352) 341-3115. The City Clerk's Office will not be responsible for any delays in the review process. The City of Ocala will not be responsible for any delays in the review process.

City of Ocala - Florida
Office of the City Clerk, 780 Federal Street, 4th Floor
Ocala, Florida 32604

Phone: (352) 341-3115
Fax: (352) 341-3116
E-mail: cityclerk@cityofocala.com

City of Ocala - Florida
Office of the City Clerk, 780 Federal Street, 4th Floor
Ocala, Florida 32604

Phone: (352) 341-3115
Fax: (352) 341-3116
E-mail: cityclerk@cityofocala.com

John A. Pines, CMG
City Clerk


CITY OF OCALA - FLORIDA
REQUEST FOR PROPOSALS RFP NO. 21-0024260
Removal of Underground Storage Tanks

Sealed Proposals for Removal of Underground Storage Tanks will be received by the City of Ocala at the Office of the City Clerk, 780 Federal Street, 4th Floor, Ocala, Florida 32604, through the City Clerk's Office, 780 Federal Street, 4th Floor, Ocala, Florida 32604, by 2:00 p.m. Any RFP Package received after the designated closing time will be returned unopened. The City of Ocala will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date to avoid any delays in the review process. The City of Ocala will not be responsible for any delays in the review process. The City of Ocala will not be responsible for any delays in the review process.

CITY OF OCALA - FLORIDA
Office of the City Clerk, 780 Federal Street, 4th Floor
Ocala, Florida 32604

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Phone: (352) 341-3115
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John A. Pines, CMG
City Clerk

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18

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Automation invades the service sector after COVID

MATT O'BRIEN AND
PAUL WHELAN
The Associated Press

Ask for a meat bowl sandwich at an Arby's drive-thru east of Los Angeles and you may be talking to Ford, an artificially intelligent voice assistant that will take your order and send it to the line cook.

"It doesn't call back," said Amir Al-Dabbas, whose family founded the Arby's franchise this year in Ontario, Calif. "It doesn't get nervous. And the reliability of it is great."

The pandemic didn't just threaten America's health when it slammed the U.S. in 2020 — it may also have paved a high-tech threat to many of their jobs.

Food with worker shortages and lighter labor costs, companies are starting to automate service sector jobs that economists once considered safe, assuming that machines couldn't easily provide the human touch they believed customers would demand.

Improvements in robot technology allow machines to do many tasks that previously required people — taking pizza dough, transporting, inspecting, grilling, sorting, and so on. The pandemic accelerated their adoption.

Robots, after all, can't get sick or spread disease. Nor do they require time off to handle unexpected children's emergencies.

The consequences could fall most heavily on the less-educated women who disproportionately occupy the low- and mid-wage jobs most exposed to automation — and in vital functions. These jobs include retail, administrative assistance, cashiers and aides in hospitals and those who take care of the sick and elderly.



A drive-thru service uses their app to order at Arby's, at the restaurant in Atlanta, Ga.

At least 30% more than twice as fast as the overall economy. The latest growth is expected in the service sector, which is the engine of the U.S. economy, according to the International Federation of Robotics, a trade group. The same group also expects an uptick in sales of robots that provide information or deliver goods to customers.

Restaurants have been among the most visible robot adopters. In late August,

for instance, the salad chain Firehouse Subs announced it was buying kitchen robots that startup Sphero, which makes a machine that cooks up, vegetables and grates and spoons them into bowls. Scott Lavigne, CEO of the Arlington, Virginia-based restaurant chain Barcoo,

was having trouble last fall putting servers to return to his restaurant during the pandemic. So he decided to do without them. With the help of a software firm, his company developed an online ordering and payment system customers

could use over their phones. Diners now simply scan a barcode at the counter of each table to access a menu and order their food without waiting for a server. With the help of a software firm, his company developed an online ordering and payment system customers

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CITY OF OPA-LOCKA
REQUEST FOR PROPOSALS
RFP NO: 21-0928200
Removal of Underground Storage Tank

Sealed Proposals for Agent of Record for Employee Benefit Programs will be received by the City of Opa-Locka at the Office of the City Clerk, 740 Fakhman St., 4th Floor, Opa-Locka, Florida 33064, Wednesday, September 28, 2021 by 2:00 p.m. Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-Locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandata.com (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA
 Office of the City Clerk
 740 Fakhman Street, 4th Floor
 Opa-Locka, Florida 33064

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

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the RFP NO: 21-0928200 requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Mandatory pre-bid meeting will be held on Tuesday, September 14, 2021 at 11:00 a.m. at 740 Fakhman Street, Suite 220, Opa-Locka, FL 33064 AND via Zoom. To participate by Zoom please use the call in information listed below:

<https://us02zoom.us/j/96282002499?pwd=MTNlVjZlbnZyOGY2RkRlbnRlJCRlTQZ0>
 Meeting ID: 919 3281 2459
 Passcode: 743777

One tap mobile
 +13017183992, 42222812459...760777 US (Washington DC)
 +13124268706, 42222812459...760777 US (Chicago)
 Call by your location
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 +1 312 626 8789 US (Chicago)
 +1 404 555 8888 US (New York)
 +1 202 218 8782 US (Tampa)
 +1 348 243 7798 US (Houston)
 +1 866 500 0128 US (San Jose)

Joanna Flores, CNIG
 City Clerk

CITY OF MIAMI, FLORIDA
NOTICE OF PUBLIC HEARING

A public hearing will be held by the City Commission of the City of Miami, Florida on Monday, September 13, 2021 at 9:00 a.m., in the City Commission Chambers at City Hall, 3500 Pan American Drive, Miami, Florida 33133, for the purpose of reviewing the requirements for the purposes of accepting a gift of fifty percent (50%) of the generated revenue from a syndacourtesy called MiamiCiti, from Citycolina Inc. ("Citycolina"), a Delaware not for profit organization, and its partnership with the Citycolina Foundation, located at 8101 Santa Monica Boulevard, Ste 8 PMB 840, Los Angeles, CA 90048.

The Miami City Commission requests all interested parties be present or represented at the meeting and may be heard with respect to any proposition before the City Commission in which the City Commission may take action. Should any person desire to appeal any decision of the City Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceeding is made including all testimony and evidence upon which any appeal may be based (F.S. 218.0106).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 380-8581 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.

Todd B. Hannon
 City Clerk

Ad No. 26437

CITY OF MIAMI, FLORIDA
NOTICE OF PUBLIC HEARING

The Miami City Commission will hold a Public Hearing on Monday, September 13, 2021 at 9:00 A.M., to consider the award of a contract to the not-for-profit company listed below through Anti-Poverty grant funds from the District 8's share of the City of Miami's Anti-Poverty Initiative Program to Multi-Ethnic Youth Group Association, Inc., and to consider the City Manager's recommendations and finding that competitive negotiation methods are not practicable or advantageous regarding these issues:

Multi-Ethnic Youth Group Association, Inc. - MEYGA's Empowering Year-round Growth and Achievement

Requests regarding this notice may be addressed to Melissa T. Sutherland, Administrative Assistant II, Office of Grants Administration, at (305) 416-1005.

This action is being considered pursuant to Section 18-56 (A) of the Code of the City of Miami, Florida as amended (the "Code"). The recommendations and findings to be considered in this matter are set forth in the proposed resolution and in Code Section 18-56 (A), which are deemed to be incorporated by reference herein and are available as with the regularly scheduled City Commission meeting of Monday, September 13, 2021 at Miami City Hall, 3500 Pan American Drive, Miami, Florida.

The Miami City Commission requests all interested parties be present or represented at the meeting and may be heard with respect to any proposition before the City Commission in which the City Commission may take action. Should any person desire to appeal any decision of the City Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceeding is made including all testimony and evidence upon which any appeal may be based (F.S. 218.0106).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (305) 380-8581 (Voice) no later than five (5) business days prior to the proceeding. TTY users may call via 711 (Florida Relay Service) no later than five (5) business days prior to the proceeding.

Todd B. Hannon
 City Clerk

#36430

CITY OF OPA-LOCKA

RFP NO: 21-0929200 REMOVAL OF UNDERGROUND STORAGE TANK

SEPTEMBER 14, 2021 @ 11:00 A.M.

MANDATORY PRE-BID MEETING

THE MUNICIPAL COMPLEX, 780 FISHERMAN STREET, STE. 220, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
Sha'mecca Lawson	City of Opa-locka	slawson@opalockafl.gov	305-953-2821
Ulises Munoz	Aim Construction Management	aimconstructionmgt@gmail.com	305-970-9925
Mark Watson	Gulfstream Petroleum Services	mark@gpsfuel.com	305-281-7240
Sal Caccamo	Lutz Petroleum	stulutz@bellsouth.net	954-444-3066
Airia Austin	City of Opa-locka	aaustin@opalockafl.gov	305-321-2595
Andrey Bannerman	The Bannerman Group	thebannermangroup@gmail.com	305-216-4215
Roberto Treto	The Stout Group	rtreto@chestoutgroup.com	786-452-1481

CITY OF OPA-LOCKA

RFP NO: 21-0929200 REMOVAL OF UNDERGROUND STORAGE TANK

SEPTEMBER 21, 2021 @ 10:00 A.M.

CITY OF OPA-LOCKA POLICE WORKS DEPARTMENT - 12950 NW 42ND AVENUE, OPA-LOCKA, FL 33054

SITE VISIT

NAME	COMPANY NAME	EMAIL	PHONE #
Shamecca Lawson - Ulises Munoz UHS	City of Opa-locka	Shawson@opalocka.fl.gov	305-953-2821
John Watson	Aim Construction	aimconstructionmgt@gmail.com	305 970-4475
	Gulfstream Petroleum Services	JOAN@GFSPOWER.COM	305 986 5639
Kevin Moore	Lutz P.E.I. Inc	lutzepe@lutzpetroleum.com	954-444-3066
AZURA AUSTIN	CZTS OF OPA-LOCKA	AAUSTIN@OPACOCKAFL.GOV	305 321 2595
Andre Dannermond	The Dannermond Group, Inc	thedannermondgroup@gmail.com	305 866-4615
King Leonard	PW		305-528 4234

City of Opa-locka

RFP: 21-0929200

Request For Proposal

Removal of Underground Storage Tank

Lutz Petroleum Equipment Installations, Inc.

2351 N Powerline Rd.

Pompano Beach, Fl. 33069

(954) 971-5222

Kevin Moore

(954) 444-3066

September 24, 2021



RFP NO: 21-0929200

PRICE PROPOSAL FORM

REMOVAL OF UNDERGROUND STORAGE TANK
PUBLIC WORKS DEPARTMENT 12950 NW 42nd Avenue, Opa-locka, Florida 33054

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

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

LUMP SUM PRICE: \$ 67,250.00

SUBMITTED
THIS

28

DAY OF September

2021.

BID SUBMITTED BY:

Lutz Petroleum Equipment Installations, Inc

(954) 971-5222

Company

Telephone Number

Kevin Moore

Name of Person Authorized to Submit
Bid

Fax Number


Signature

lutzpei@lutztanks.com

Email Address

Operations Manager

Title



RFP NO: 21-0929200

PRICE PROPOSAL FORM

REMOVAL OF UNDERGROUND STORAGE TANK
POLICE STATION 2495 Ali-Baba Avenue, Opa-locka, Florida 33054

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

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

LUMP SUM PRICE: \$ 54,625.00

SUBMITTED
THIS 28 DAY OF September 2021.

BID SUBMITTED BY:

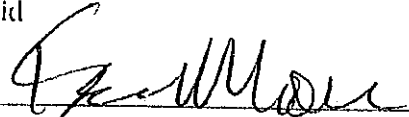
Lutz Petroleum Equipment Installations, Inc (954) 971-5222

Company Telephone Number

Kevin Moore

Name of Person Authorized to Submit Bid

Fax Number



lutzpei@lutztanks.com

Signature

Email Address

Operations Manager

Title



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-01

A site visit will be held on Tuesday, September 21, 2021 at 10:00 a.m. The Site Visit will be held at the City of Opa-locka Public Works Department located at 12950 NW 42nd Avenue, Opa-locka, FL 33054.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-02

Please see responses to all questions asked to date:

1. I would like to request a planholders or bidders list?
Please see the attachment

CITY OF OPA-LOCKA

RFP NO: 21-0929200 REMOVAL OF UNDERGROUND STORAGE TANK

SEPTEMBER 14, 2021 @ 11:00 A.M.

MANDATORY PRE-BID MEETING

THE MUNICIPAL COMPLEX, 780 FISHERMAN STREET, STE. 220, OPA-LOCKA, FL 33054

NAME	COMPANY NAME	EMAIL	PHONE #
Sha'mecca Lawson	City of Opa-locka	slawson@opalockafl.gov	305-953-2821
Ulises Munoz	Aim Construction Management	aimconstructionmgt@gmail.com	305-970-9925
Mark Watson	Gulfstream Petroleum Services	mark@gpsfuel.com	305-281-7240
Sal Caccamo	Lutz Petroleum	stulutz@bellsouth.net	954-444-3066
Airia Austin	City of Opa-locka	aaustin@opalockafl.gov	305-321-2595
Andrey Bannerman	The Bannerman Group	thebannermangroup@gmail.com	305-216-4215
Roberto Treto	The Stout Group	rtreto@thestoutgroup.com	786-452-1481

CITY OF OPA-LOCKA

RFP NO: 21-0929200 REMOVAL OF UNDERGROUND STORAGE TANK

SEPTEMBER 21, 2021 @ 10:00 A.M.

CITY OF OPA-LOCKA POLICE WORKS DEPARTMENT - 12950 NW 42ND AVENUE, OPA-LOCKA, FL 33054

SITE VISIT

NAME	COMPANY NAME	EMAIL	PHONE #
Shamecca Lawson - Ulises Moore Atty	City of Opa-locka	Shawson@opa-locka.fl.gov	305-953-2821
JOHN WATSON	Aim Construction	aim.construction.mgt@gmail.com	305-976-7925
	GOLFSTREAM PETROLEUM SERVICES	JOHN@GPSFOREC.COM	305-986-5639
Karin Moore	Lutz P.E.I. Inc	lutzepeie@lutz tanks.com	954-444-3066
AZREA AUSTEN	CITY OF OPA-LOCKA	AAUSTEN@ OPACOCKA.FL.GOV	305-321-2395
Andre Dannerman	The Dannerman Group, Inc	thedannerman@group@gmail.com	305-216-4215
King Leonard	PW		305-525-4237



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-03

Please see responses to all questions asked to date:

1. Are the two sites to be bid independently or combined?
The two sites should be bided independently. Price proposals are attached to include the Police Station.
2. Is there a bonding threshold?
The threshold requiring bonding is \$200,000.
3. At the Police Station, is asphalt paving required after the tank removal since the building is to be demolished?
The work site should be backfilled and compacted; no asphalt work will be required.
4. Should we include line item pricing for the removal, loading and disposal of contaminated soil along with clean fill?
Line-Item pricing should be specified for the removal, loading, and disposal of contaminated material.
5. Is the contractor responsible for the Tank Closure Report, sampling and lab analysis?
The contractor will be responsible for tank closure report for both sites, including sampling and lab analysis.
6. Please confirm the scope of work at the Police Station.
Scope of work for the former police station site located at 2495 Ali-Baba Avenue.

Additional Scope of Service for fuel tank removal at the Police Station
2495 Ali-Baba Avenue.

- Remove two (2) approximately 4,000-gallon underground storage tanks, type unknown.
- Remove two associated fuel dispensers.
- Remove one (1) approximately 1,000-gallon underground storage tank, type unknown.
- Remove one associated fuel dispenser.
- Remove two (2) approximately 280-gallon aboveground storage tanks.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-04

Please see responses to all questions asked to date:

1. Is there any liquid contents in the tanks at the police station site, mainly the three underground tanks. As they will have to be pumped out prior to removal.
All three tanks at the Police Station are filled with water.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-05

Due to the large volume of questions the deadline to submit proposals have changed.

Please see the date below:

Date changed from September 29, 2021 at 2:00 p.m. to October 6, 2021 at 2:00 p.m.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-06

Please see responses to all questions asked to date:

1. Addendum # 03 states that the two sites should be bided independently. Is it the intention to award the project to the overall aggregate total price for the two sites, or is each site to be awarded independently and will be both sites be awarded.

The two sites will be awarded independently, please bid these projects independently of each other.

1	Table of Contents
2	Letter of Transmittal
3	General Information
4	Project Approach
5	Experience and Qualifications
6	Schedule
7	Pricing of Services
8	References
9	Additional Forms
10	

Letter of Transmittal

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

To The City of Opa-locka,

It is our understanding that the city of Opa-locka is requesting proposals to remove the underground storage tanks, associated piping and dispensers at the Public Works Facility located at 12950 NW 42 Ave. and the Police Station located at 2495 Ali Baba Ave. in Opa-locka. We are submitting a brief documentation demonstrating our capabilities and experience, and invite your careful review as we are confident in our ability to fulfill the requirements of the project. Lutz Petroleum is a State of Florida Certified Pollutant Storage Contractor and has earned a reputation for quality, responsiveness, and cost-effective solutions for our clients.

Authorized Representatives of Lutz Petroleum Equipment Installations

Stuart Lutz, President

PCC 045027

10472 Lake Vista Circle

Boca Raton, Fl. 33498

Henry Lutz, Vice President

PCC 045036

2020 Clinton St.

Linden, NJ 07036

Kevin Moore, Operations Manager

CBC 1256127

16078 128 Trail N

Jupiter, Fl. 33478

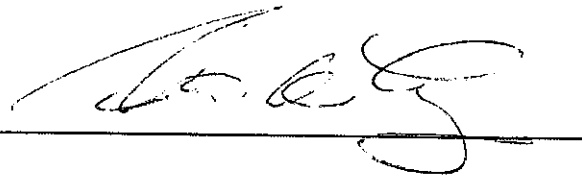
LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

I hereby certify the contents of the proposal submitted by Lutz Petroleum
Equipment Installations, Inc. to the City of Opa-locka, Florida in response to RFP
21-0929200, Removal of Underground Storage Tanks.



Stuart Lutz
President
Lutz Petroleum Equipment Installations, Inc.

General Information

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Lutz Petroleum Equipment Installations, Inc.

2351 N Powerline Rd.

Pompano Beach, Fl. 33069

(954) 971-5222 office

Stuart Lutz

(954) 444-9077

stulutz@bellsouth.net

Kevin Moore

(954) 444-3066

lutzpei@lutztanks.com

Tania Vignola

(863) 659-1290

accountingfl@lutztanks.com

Business Hours: 7:00 – 4:30

Lutz Petroleum Equipment Installations, Inc. is a local corporation organized under the laws of the State of Florida, filed on March 28, 1985.

Office is located at 2351 N Powerline Rd., Pompano Beach, Fl. 33069 and has 6 full time employees.

Lutz Petroleum Equipment Installations, Inc. is licensed by the State of Florida as a certified Pollutant Storage Systems Contractor. License #'s PCC 045027 & PCC 045036

Herbert Lutz & Co. is affiliated with Lutz Petroleum Equipment Installations, Inc. and is licensed by the State of Florida as a Certified Building Contractor. License # CBC 1256127



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE POLLUTANT STORAGE SYSTEMS CONTRACTOR MERIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LUTZ POLLUTANT STORAGE SYSTEMS, INC.



LICENSE NUMBER PCC045027

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2021 - THROUGH SEPTEMBER 30, 2022

DBA:
Business Name: LUTZ PETROLEUM EQUIP INSTL INC

Receipt #: 189-6166
Business Type: ALL OTHER TYPES CONTRACTOR
(POLLUTANT STORAGE SYS
CONTRACT)

Owner Name: LUTZ STUART II/QUAL
Business Location: 2351 N POWERLINE RD
POMPANO BEACH
Business Phone: 954-971-5222

Business Opened: 11/01/1985
State/County/Cert/Reg: PCC045027
Exemption Code:

Rooms Seats Employees Machines Professionals
5

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

LUTZ PETROLEUM EQUIP INSTL INC
2351 N POWERLINE RD
POMPANO BEACH, FL
33069-1208

Receipt #1CP-20-00007951
Paid 07/15/2021 27.00
07/14/2021 Effective Date

2021 - 2022

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

Project Approach

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Lutz Petroleum is a Construction and Pollutant Storage Installation company located in South Florida established in 1985, providing its customers with efficient, cost effective, quality service. All aspects of the company's operation, including storage tank removals and installation are performed with the highest regard for professionalism and integrity. Our list of current and past clients include Shell Oil Co., Exxon-Mobil, Texaco, Amoco / BP, Power Petroleum, Coral Petroleum, Broward County Transit, Broward County Schools, Palm Beach County Schools, Miami Dade County Schools along with numerous city and municipal agencies.

Qualified and experienced management and staff provide Lutz Petroleum a solid foundation to build upon. Our staff averages 30 years of experience in the pump and tank industry. Our employees have received installation training from the major manufactures of the industries products and components

Safety is paramount at Lutz. Each day begins with a tailgate meeting to go over the day's task and what is needed to complete those task safely, not only for those performing the task but for everyone at the site. Doing a job safely involves proper training. Our employees receive general construction safety training and annual safety training designed for the petroleum installations industry.

Safety, experience and quality separates Lutz from their competitors in providing cost effective solutions in the installation and removal of underground and aboveground fuel tanks.

Project List

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Palm Beach County FD&O John Tierney (561) 233-0252	Underground Fuel Piping Replacement Regulatory Specialist JTierney@pbcgov.org
Palm Beach County Fleet Teshana King (561) 233-4555	UST and Dispenser Sump Replacements Fuel systems Coordinator TKing2@pbcgov.org
Chambliss Group Hunter Chambliss (954)938-7211	Overfill Spill Containment Owner Hunter@ChamblissGroup.com
Palm Beach County Schools Anne Meador (561) 248-2427	Underground Lift Removal & Replacement Sr. environmental Specialist Anne.Meador@palmbeachschools.org
Hunter Merchant Crane Barry Assad (954) 275-7345	Tank Closure Operations Manager merchantcrane@gmail.com
City of Margate Denis Bross (954)975-3307	UST Improvements Fleet Service Manager dbross@margatefl.com
Broward County Schools Luis Guedes (754) 321-4453	UST Improvements Supervisor luis.n.guedes@browardschools.com
Hazen & Sawyer Diane McKinley (954) 987-0066	UST Removal & AST Installation Engineer dmckinley@hazenandsawyer.com

Experience and Qualifications

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Lutz Petroleum Equipment Installations, Inc. has been continuously in operation for 36 years.

Lutz Petroleum Equipment Installations Inc. is licensed by the State of Florida as a certified Pollutant Storage Contractor. License numbers PCC 045027 and PCC 045036.

Resume attached for the following

Stuart Lutz

Henry Lutz

Kevin Moore

STUART H. LUTZ

EDUCATIONAL BACKGROUND:

Bachelor of Arts: Liberal Arts Studies, University of Baltimore, Baltimore, Maryland, 1973

PROFESSIONAL LICENSES, CERTIFICATIONS AND AFFILIATIONS:

Licensed Florida State Pollutant Storage Systems Specialty Contractor - License # PCC045027
Approved N.E.P.C.O. Spill clean-up Contractor
Petroleum Equipment Contractors Association - Representative to State of New Jersey for drafting of State Regulations and Licensing Act.
Petroleum Equipment Institute
NJDEPE Certified to perform UST Installations, Closures, Corrosion Specialist, and Subsurface Evaluations
UST Certification #G0000574
Licensed Weights and Measures Repairman, State of N.J.-10 years.

WORK EXPERIENCE:

May 1992 - Present:

Lutz Petroleum Equipment Installations Inc. 2300 NW 16th Street, Pompano Beach, FL 33069
President

June 1973 – May 1992

Herbert Lutz & Company, Inc., 2020 Clinton Street, Linden, New Jersey 07036
Vice President – Treasurer

Duties include administrative coordination of company operations including supervision of new construction, purchasing, bid evaluations and general coordination on company projects. Interact with clients and assist in hearings for new site approval and the obtaining of variances and permits. Interact with legislative panels to help in the formation of regulations. Chief of Staff for the tank lining division. Chief Operating Officer of Lutz PEI, Inc. Founding partner of Lutz Environmental, H. Lutz Tank Lining and Lutz PEI, Inc.

PROFESSIONAL PRESENTATION:

Participated in P.A.C.E., the first North American Petroleum Equipment Seminar, held in Montreal in 1982. Attendance at several hydrocarbon recovery and assessment programs. Conducted presentations specifically addressing damage control for leaking underground storage tanks at P.E.I. National Conventions from 1982 to present. Also conducted presentations before the National Corrosion Engineers at Stevens Institute in 1985. Sponsored a seminar on Petroleum Equipment Installations and Testing in South Florida in 1986; subjects covered included hydrocarbon clean-up and site assessment.

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Files\Content.IE5\SPK\JUS44\Statement%20of%20Qualifications%20(Lutz%202011){1}.doc

HENRY J. LUTZ, ESQ.

EDUCATIONAL BACKGROUND:

LEGAL:

Juris Doctor Degree: University of San Diego School of Law, Alcala Park, San Diego, CA, May 1986

UNDERGRADUATE:

Bachelor of Arts Degree: University of Miami, Coral Gables, Florida, May 1983

WORK EXPERIENCE:

June 1986 - Present

Herbert Lutz & Company, Inc., 2020 Clinton Street, Linden, New Jersey 07036
President/Chief Operating Officer.
Manages day to day operations

Lutz Petroleum Equipment Installations Inc.
2300 NW 16th Street, Pompano Beach, Fl 33069
Vice Treasurer

PROFESSIONAL LICENSES, CERTIFICATIONS AND AFFILIATIONS:

Member Florida State Bar (By Exam)
Member New Jersey State Bar (By Exam)
Member California State Bar (By Exam)
Certified Petro-Tite Tank and Line Tester (By Exam)
Licensed Florida State Pollutant Storage Systems
Specialty Contractor - License #PCCO45036
NJDEPE Certified to perform UST Installations, Closures, Corrosion Specialist, and Subsurface Evaluations
UST Certification #G0000575
Petroleum Equipment Contractors Association
Petroleum Equipment Institute - License #PCCO45036

PROFESSIONAL PRESENTATION:

Appeared before Judicial Tribunals, Municipal Zoning and Planning Boards, and State Regulatory Commissions concerning issues pertinent to proper management of underground fuel storage facilities.

KEVIN M. MOORE

WORK EXPERIENCE:

- 2000 -- Present Lutz P.E.I., Inc. -- Pompano Beach, Fl (Superintendent)
Direct supervision of field employees.
Make staffing decisions, i.e. formation of work teams, placement of teams, to meet established demands and deadlines.
Point of contact for customers requiring service.
New business and maintenance of existing accounts.
Liaison to Federal and State Agencies, i.e. Environment, State Departments of Weights and Measures.
Development of strong working relationships with Field Maintenance Supervisors, and Engineers of major Oil Companies.
Responsible for estimating incoming jobs to include materials and labor.
- 1992 -- 2000 Lutz P.E.I., Inc. -- Pompano Beach, Fl (Foreman)
Direct customer contact in counter sales
Acted as liaison for other contractors on subcontracting assignments
Administered the Inventory Reconciliation Program in an effort to detect leakage problems and monitor fuel consumption.
Installed and provided technical support of computerized network pumping and communications systems, i.e. self service pumps, on-spot credit card authorization, etc.
Supervised work teams in successful completion of daily schedules.
- 1987 - 1992 James G. Walters Contractors -- Tuxedo, Maryland (Superintendent)
1984 - 1987 James G. Walters Contractors -- Tuxedo, Maryland (Foreman)

KEVIN M. MOORE

EDUCATIONAL BACKGROUND:

Major: Engineering

Minor: Business Administration

September 1980 – June 1984

Northern Kentucky University
Alexandria, Kentucky

September 1979 – 1980

University of Kentucky
Lexington, Kentucky

September 1975 – 1979

Beechwood High School
Fort Mitchell, Kentucky

PROFESSIONAL LICENSES & CERTIFICATIONS:

Certified Building Contractor, State of Florida License # CBC-1256127

Certified OSHA Supervisor

Certified Petroleum Mechanic, State of Florida

Licensed Tank Installer, State of Maryland

Certified Petro-File Tank and Line Testing

Certified Service Technician and Installer for the following:

- 8-Hour Hazmat Supervisor/Management Refresher
- Veeder Root Tank Monitoring
- Red Jacket Pumping Systems
- F.E. Petro Pumping Systems
- Ameron Pipe
- Environ Pipe
- APT pipe
- A.O. Smith
- Containment Solutions
- BP Passport Safety Certified
- API Safety Key

Schedule

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Engineering of plans for permit submittals	2-3 weeks
Permit submittals (County and City)	3-4 weeks
Mobilization and Utility locates	1 day
Disconnect, safe off, remove equipment	1 day
Remove, load and dispose of concrete	1 day
Excavate, sample soil, remove tanks	1 day
Backfill and compact asphalt sub base	1 day
Asphalt	1 day
Clean up and demob	1 day

Upon issuance of permits project will scheduled within 2 weeks.

Project duration 7-10 days.

LUZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

3251 SW 13 Dr. Ste. D * Deerfield Beach * Florida 33442 * (954) 971-5222 * Fax: (954) 969-5828

*Service Station Construction * Tanks Installed, Removed, Lined & Tested*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Date: October 1, 2016

Page One of One

Labor and Equipment Rates

NON UNION / NO PREVAILING WAGE

Labor:

Electrician, Master	\$110.00 / hour
Electrician, Journeyman	\$ 90.00 / hour
Plumber, Master	\$110.00 / hour
Plumber, Journeyman, Pipefitter	\$ 90.00 / hour
Concrete Finisher	\$ 75.00 / hour
Laborer	\$ 60.00 / hour
Equipment Operator	\$ 90.00 / hour
Technician	\$ 90.00 / hour
Foreman, Job	\$120.00 / hour
Supervisor, Project	\$150.00 / hour
Principal	\$ 175.00 / hour
Administrator	\$ 75.00 / hour
Clerical	\$ 60.00 / hour

Equipment

Air Compressor w/ tools	\$250.00 / day
Backhoe / Combo	\$750.00 / day
Excavator, 35-40 ton	\$2500.00 / day
Excavator, LR 32-35 ton	\$2250.00 / day
Loader, 3-3.5 yd	\$1200.00 / day
Loader, compact	\$ 625.00 / day
Compactor, walk	\$ 300.00 / day
Pipe Fitting Truck	\$ 40.00 / hour
Rented Equipment, Misc.	Cost plus 20 %

Materials

Additional materials	Cost plus 20%
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Subcontractors

Cost plus 20%

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Contaminated Soil Disposal

Excavation	\$ 15.00 per ton
Transportation	\$ 15.00 per ton
Disposal	\$ 60.00 per ton

Minimum charges may apply.

Quoted pricing for disposal at local landfill.

References

LUTZ PETROLEUM EQUIPMENT INSTALLATIONS, INC.

2351 N Powerline Rd. * Pompano Beach * Florida 33069 * (954) 971-5222 *

*Service Station Construction * Tanks Installed, Removed, Lined & Tested * Fuel Piping*

*Environmental Site Assessments * Recovery Systems * Monitoring Wells Installed*

Removal of Underground Storage Tank Services

1. Broward County Public Works

Water and Wastewater Operations Division

Removal of (6) 10,000 gallon USTs and Installion of (2) 30,000 gallon ASTs

Mark Grealy Maintenance Manager

954-520-5881 mgrealy@broward.org

2. Primoris / Cardinal Contractors

Broward County Pump Station 454

Removal of (1) 3,000 gallon UST and Installation of (1) 3000 AST

Nathan Roozrokh Project Manager

407-595-0470 nroozrokh@prim.com

3. Butler Construction

Parc Regent Condominium Palm Beach

Removal of (1) 3,000 UST and Installation of (1) 6,000 UST

Stephen Butler Project Manager

561-644-3579 sebutler@butlerconstructionusa.com



RFP NO. 21-0929200

REMOVAL OF UNDERGROUND STORAGE TANK

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: Lutz Petroleum Equipment Installations, Inc

Address: 2351 N Powerline Rd.

City, State, Zip: Pompano Beach, FL Phone/Fax: 954-971-5222
33069

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: March 28, 1985 State in which Incorporated: Florida

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

5. Name and Title of Principal Officers

Date Elected:

Stuart Lutz

1985

Henry Lutz

1985

6. The length of time in business: 36 Years years

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

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

9. A copy of County and/or Municipal Occupational License[s]

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



CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

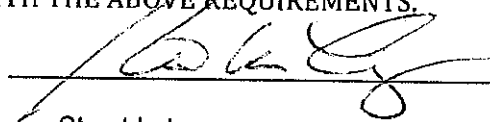
D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

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

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

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

Signature



Printed Name Stuart Lutz



CITY OF OPA-LOCKA
RFP NO. 21-0929200

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by Stuart Lutz the
(Name)

President of Lutz Petroleum Equipment Equipment, Inc.
(Title/Position) (Company)

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

9-27-21
Date

[Signature]
Signature



CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Stuart Lutz being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

[Signature]
Witness

By:

Signature

Stuart Lutz President

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

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

By: [Signature]
Title: President

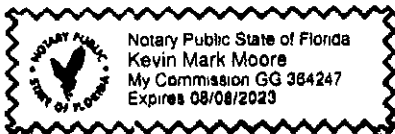
Sworn and subscribed before this

21 day of September, 2021

[Signature]
Notary Public, State of Florida

KEVIN Mark Moore
(Printed Name)

My commission expires: 08/08/2023





E-VERIFY

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

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

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



E-VERIFY FORM

Definitions:

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

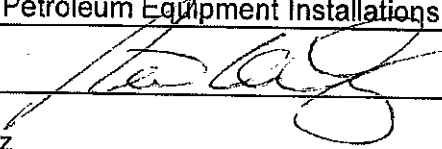
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

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

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

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

Company Name: Lutz Petroleum Equipment Installations, Inc

Authorized Signature: 

Print Name: Stuart Lutz

Title: President

Date: Sept. 27, 2021

See attached document for Exhibit "N."

BID PROPOSAL
IN RESPONSE TO
RFP NO. 21-0929200
PROPOSAL FOR SERVICES DATED 10-06-2021
BY: GULFSTREAM PETROLEUM SERVICES INC.
FOR
REMOVAL OF UNDERGROUND STORAGE TANKS
AT
12950 NW 42nd Ave. OPA-LOCKA, FL 33054
AND
2495 ALI BABA AVENUE OPA-LOCKA, FL 33054



GULFSTREAM

PETROLEUM SERVICES, INC.

City of Opa-Locka

RFP No: 21-0929200

Removal of Underground Storage Tanks

Gulfstream Petroleum Services Inc.

936 SW 1 Ave #439

Miami, Fl. 33130

(305) 281-7240

Contact Person: Mark Watson Mark@gpsfuel.com

Table of Contents

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2. General Information	Page 3
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4. Experience and Qualifications	Page 5
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6. Pricing of Services	Page 7
7. References	Page 8
8. Additional Forms	Page 9

Letter of Transmittal

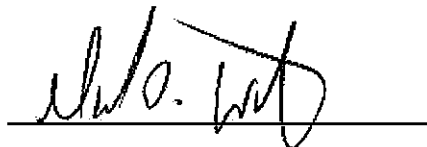
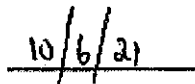
Gulfstream Petroleum Services Inc. fully understands the City of Opa-Locka's request for the fuel tank removal at both the Public Works and Police Station facilities. We have done a site visit and reviewed the bid documents. As a petroleum tank contractor with over 15 years experience we have completed numerous tank removals for both private and public entities in Florida and this project doesn't pose any abnormal exceptions.

Authorized Personnel to represent Gulfstream Petroleum Services Inc.

Mark Watson, President
936 SW 1 Ave #439
Miami, Fl. 33130
305-281-7240

John Watson, Project Manager
936 SW 1 Ave #439
Miami, Fl. 33130
305-986-5639

I, Mark Watson, President of Gulfstream Petroleum Services Inc. certify the contents of this response to The City of Opa-Locka's request for proposal.

A handwritten signature in dark ink, appearing to read 'Mark Watson', is written over a horizontal line.A handwritten date '10/6/21' is written over a horizontal line.

General Information

Name of Business: Gulfstream Petroleum Services Inc.

Address: 936 SW 1 Ave #439 Miami, FL 33130

Phone Number: 305-281-7240

N/A

Normal Business Hours: 7:00 am – 4:00 pm

Local business incorporated in Florida

Date and location of Incorporation: May 25, 2005 Florida

Local Office & Number of Employees: 936 SW 1 Ave #439 Miami, FL 33130.
Eight employees

Not a parent company

State of Florida License # PCC1256785 (see attached)

Project Approach

Gulfstream Petroleum Services Inc. will mobilize to the site and conduct a survey to establish a work area, staging area and exclusion area. Safety fencing will be used to keep the exclusion area free of un authorized people and vehicles.

Once work has begun, only authorized people will be allowed into the area. All parties who need job related information will be kept in the loop via phone call and email. Any changes to the schedule or scope of work will be agreed upon and confirmed via email. Any change resulting in a change order to the contract sum will be done so via change order proposal and written agreement.

Once tank excavation is complete and UST's are removed from excavation, we will conduct with the City of Opa-Locka, Miami-Dade County DERM and the environmental consultants all inspections, sampling and witness UST condition.

After agreement by all parties on the condition of excavation soil and groundwater and approved, the excavation will be backfilled to grade with clean fill and compacted to required density. Asphalt will be replaced as required.

TCAR will be completed by environmental consultant and submitted to DERM for review and approval. A copy will also be sent to the owner for their records. DERMS review letter will be sent to the owner as well when issued.

Experience and Qualifications

Gulfstream Petroleum Services Inc. has been in business since 2005. We have performed hundreds of tank removals and installations throughout the State of Florida. Some of our customers include: Miami-Dade County, City of Plantation, South Broward Drainage District, South Florida Water Management, Seminole Tribe of Florida , Baptist Health, US Coast Guard as well as numerous general contractors. Gulfstream Petroleum Services Inc. prides itself on providing successful turnkey petroleum storage solutions to our clients.

Current and Relevant Projects

South Broward Drainage District S-1 Fuel Tank Replacement
Remove one 8,000 gallon AST and Install one 8,000 gallon AST and associated concrete slab and piping.
Kevin Hart District Director
954-680-3337
Kevin@sbdd.org

Marathon 17th St Causeway Fuel Tank Removal
Remove two 12,000 gallon UST's and backfill to grade
Daniela Trudel
EVP, CFO Robert Finvarb Companies
305-866-7555 ext. 014
Daniela@finvarb.com

Miami-Dade County Parks and Recreation Black Point Marina Tank Removal
Remove two 12,000 gallon UST, backfill, replace asphalt and conduct environmental TCAR
David Leyva Construction Mgr.
305-596-4460 ext. 5001273
David.Leyva@miamidade.gov

See attached Mark Watson Resume

Schedule

Prep site and removal of asphalt	1 day
Excavate UST's and stockpile	2 days
Sampling and Inspections	1 day
Backfill with clean fill and compact	2 days
New asphalt	1 day
Clean up site	1 day

Pricing Services

Hourly Fees: 65/hr Labor

85/hr Supervisor

Materials: Cost plus 20% mark up

References

Marathon 17th St Causeway Fuel Tank Removal
Remove two 12,000 gallon UST's and backfill to grade
Daniela Trudel
EVP, CFO Robert Finvarb Companies
305-866-7555 ext. 014
Daniela@finvarb.com

Miami-Dade County Parks and Recreation Black Point Marina Tank Removal
Remove two 12,000 gallon UST, backfill, replace asphalt and conduct
environmental TCAR
David Leyva Construction Mgr.
305-596-4460 ext. 5001273
David.Leyva@miamidade.gov

Miami Jewish Health Fuel Tank Replacement
Remove existing 2,000 gallon UST and install new 2,000 gallon AST,
equipment and fuel piping
George Talledo
305-762-1461
GTalledo@miamijewishhealth.org

Additional Forms

See attached:

Proposer Qualifications Form

Resume

State License & County Tax Receipt

Price Proposal Forms (2) – Public Works and Police Station

Debarment Form

Drug-Free Workplace Form

Non-Collusion Affidavit

Non-Discrimination Affidavit

E-Verify

Addendums 1-6



RFP NO. 21-0929200

REMOVAL OF UNDERGROUND STORAGE TANK

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: Wulfstern Petroleum Services Inc.

Address: 936 SW 1 AVE #439

City, State, Zip: Miami FL 33130 Phone/Fax: 305-281-7240

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

3. If Corporation, state:

Date of Incorporation: 5/25/05 State in which Incorporated: FL

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

5. Name and Title of Principal Officers

Date Elected:

Mark Watson President

5/25/05

6. The length of time in business: 16 years

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

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

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

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

Mark Watson

Objective Contractor Qualification

Experience :

Petroleum Technical Services 1993-1998

Began working at PTS as a pipefitter. Moved on to heavy equipment operator and project manager.

Palmetto Middle School 1998-2004

Taught Industrial Arts

Miami Dade Fire Rescue 2004-Current

Firefighter and Paramedic

Front Line Environmental 2007-2012

Company qualifier. Handle all permitting and plans. Project Manager

Gulfstream Petroleum Services 2005-Current

Owner and President. Oversee all day to day operations, business management, project scheduling and completion.

Education:

Miami Dade College 1993-1995

Appalachian State University BS 1995-1998

Skills:

Completed Stephen Covey Leadership Seminar

Microsoft Word/Excel

Quickbooks

PCC1256785

Paramedic

Firefighter

Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

**THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES**



LICENSE NUMBER: PCC 1256785

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



6993464

RECEIPT NO.

RENEWAL

7269004

BUSINESS NAME/LOCATION
GULFSTREAM PETROLEUM

SERVICES INC
936 SW 1ST AVE 439
MIAMI, FL 33130



EXPIRES
SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
GULFSTREAM PETROLEUM
SERVICES INC
C/O MARK WATSON
Worker(s) 1

SEC. TYPE OF BUSINESS

196 SPEC MECHANICAL
CONTRACTOR

PCC1256785

PAYMENT RECEIVED
BY TAX COLLECTOR

45.00 07/26/2021
INT-21-351816

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector





RFP NO: 21-0929200

PRICE PROPOSAL FORM

REMOVAL OF UNDERGROUND STORAGE TANK

PUBLIC WORKS DEPARTMENT 12950 NW 42nd Avenue, Opa-locka, Florida 33054

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

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

LUMP SUM PRICE: \$ 59,400.⁰⁰

SUBMITTED
THIS

6

DAY OF

October

2021.

BID SUBMITTED BY:

downstream Petroleum Services Inc.

305-281-7240

Company

Telephone Number

Mark D. Watson

Name of Person Authorized to Submit

Fax Number

Bid

[Signature]

Mark@downstream.com

Email Address

Signature

President

Title

contaminated soil: removal, loading & disposal
\$94.00/Ton



RFP NO: 21-0929200

PRICE PROPOSAL FORM

REMOVAL OF UNDERGROUND STORAGE TANK
POLICE STATION 2495 Ali-Baba Avenue, Opa-locka, Florida 33054

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

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

LUMP SUM PRICE: \$ 45,800.00

SUBMITTED
THIS

6 DAY OF October 2021.

BID SUBMITTED BY:

Envirostream Petroleum Services Inc. 305-281-7240

Company

Telephone Number

Mark D. Wilson

Name of Person Authorized to Submit
Bid

Fax Number

Mark D. Wilson

Signature

Mark@envirostream.com

Email Address

President

Title

contaminated soil: removal, loading & disposal:
\$ 94.00/Ton



CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

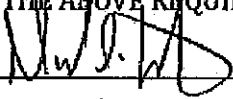
D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

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

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

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

Signature



Printed Name

Mark D. Watson



CITY OF OPA-LOCKA
RFP NO. 21-0929200

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by Mark D. Hansen the
(Name)
President of Eastman Petroleum Services Inc.
(Title/Position) (Company)

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

Date

10/6/21

Signature



CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Mark D. Workman being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Witness

By: [Signature]
Signature

Mark D. Workman President
Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

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

By: [Signature]
Title: President

Sworn and subscribed before this

6 day of OCTOBER, 2021

[Signature]

Notary Public, State of Florida

(Printed Name) Alex Batista
Notary Public State of Florida
My Commission GG-281437
Expires 12/18/2022

My commission expires: _____



E-VERIFY

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

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

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



E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: Gulfstream Petroleum Services Inc.

Authorized Signature: [Signature]

Print Name: Mark D. Watson

Title: President

Date: 10/6/21



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-01

A site visit will be held on Tuesday, September 21, 2021 at 10:00 a.m. The Site Visit will be held at the City of Opa-locka Public Works Department located at 12950 NW 42nd Avenue, Opa-locka, FL 33054.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-02

Please see responses to all questions asked to date:

1. I would like to request a planholders or bidders list?
Please see the attachment



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-03

Please see responses to all questions asked to date:

1. **Are the two sites to be bid independently or combined?**
The two sites should be bided independently. Price proposals are attached to include the Police Station.
2. **Is there a bonding threshold?**
The threshold requiring bonding is \$200,000.
3. **At the Police Station, is asphalt paving required after the tank removal since the building is to be demolished?**
The work site should be backfilled and compacted; no asphalt work will be required.
4. **Should we include line item pricing for the removal, loading and disposal of contaminated soil along with clean fill?**
Line-item pricing should be specified for the removal, loading, and disposal of contaminated material.
5. **Is the contractor responsible for the Tank Closure Report, sampling and lab analysis?**
The contractor will be responsible for tank closure report for both sites, including sampling and lab analysis.
6. **Please confirm the scope of work at the Police Station.**
Scope of work for the former police station site located at 2495 Ali-Baba Avenue.

Additional Scope of Service for fuel tank removal at the Police Station
2495 Ali-Baba Avenue.

- Remove two (2) approximately 4,000-gallon underground storage tanks, type unknown.
 - Remove two associated fuel dispensers.
 - Remove one (1) approximately 1,000-gallon underground storage tank, type unknown.
 - Remove one associated fuel dispenser.
 - Remove two (2) approximately 280-gallon aboveground storage tanks.
-



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-04

Please see responses to all questions asked to date:

1. Is there any liquid contents in the tanks at the police station site, mainly the three underground tanks. As they will have to be pumped out prior to removal.
All three tanks at the Police Station are filled with water.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-05

Due to the large volume of questions the deadline to submit proposals have changed.

Please see the date below:

Date changed from September 29, 2021 at 2:00 p.m. to October 6, 2021 at 2:00 p.m.



Removal of Underground Storage Tank

RFP#21-0929200

ADDENDUM-06

Please see responses to all questions asked to date:

1. Addendum # 03 states that the two sites should be bided independently. Is it the intention to award the project to the overall aggregate total price for the two sites, or is each site to be awarded independently and will be both sites be awarded.

The two sites will be awarded independently, please bid these projects independently of each other.

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A HAZARD MITIGATION GRANT APPLICATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA REGION IV) HAZARD MITIGATION GRANT PROGRAM FOR TWO MILLION FOUR HUNDRED TEN THOUSAND DOLLARS (\$2,410,000.00) (WITH A CITY MATCH OF EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00) TO MITIGATE FLOODING ISSUES IN ZONES #1 AND #2 WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Interim City Manager of the City of Opa-Locka believes it is in the best interest of the City of Opa-Locka ("City") to submit a Hazzard Mitigation Grant application from the Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program, attached hereto as Exhibit "A", for Two Million, Four Hundred Ten Thousand Dollars (\$2,410,000.00) (with a City match of Eight Hundred Thousand Dollars (\$800,000.00); and

WHEREAS, a successful application will result in the City receiving Two Million, Four Hundred Ten Thousand Dollars (\$2,410,000.00) in fiscal year 2024 to further address the City's flooding issues. The City match of Eight Hundred Thousand Dollars (\$800,000.00) would be sourced from American Rescue Plan Act (ARPA) funds; and

WHEREAS, if received, the grant would be used to improve drainage in the southwest quadrant of the City (Zones #1 and #2 as indicated in Attachment "B", attached hereto); and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to execute and submit the grant application, as described herein.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby authorizes the execution and submission of a Hazzard Mitigation Grant application from the Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program, attached hereto as Exhibit "A", for Two Million, Four Hundred Ten Thousand Dollars (\$2,410,000.00) (with a City match of Eight Hundred Thousand Dollars (\$800,000.00).

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

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	9.13.2023		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes	No	Yes No	
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
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:

Hazzard Mitigation Grant Application

Staff Summary:

Staff believes it is in the best interest of the City to submit a Hazzard Mitigation Grant application for \$2.41 million dollars (City match of \$0.80 million). If received the grant would be used to improve drainage in the southwest quadrant of the City. (Zones #1 and #2 as indicated in the attachment).

Financial Impact – A successful application will result in the City receiving \$2.41 million dollars in FY 24 to further address the City's flooding issues. The City match of \$0.8 million would be sourced from ARPA funds.

Proposed Action:

Staff recommends that the City Commission authorize the Interim City Manager to sign a Hazzard Mitigation Grant application for \$2.41 million to mitigate flooding issues in Zones #1 and #2.

Attachment:

1. Zones #1 & #2



Zone 1 & 2 Roads Drainage



HAZARD MITIGATION GRANT PROGRAM

FEMA-4673-DR-FL HURRICANE IAN



THIS SECTION FOR STATE USE ONLY

FEMA-____-DR-FL

☐ Standard HMGP

☐ 5% Initiative Application

☐ Application Complete

☐ Initial Submission or

☐ Re- Submission

Support Documents

☐ Conforms w/ State 409 Plan

☐ In Declared Area

☐ Statewide

Eligible Applicant

☐ State or Local Government

☐ Private Non-Profit (Tax ID Received)

☐ Recognized Indian Tribe or Tribal Organization

Project Type(s)

☐ Wind

☐ Flood

☐ Other:

Community NFIP Status: (Check all that apply)

☐ Participating Community ID#: _____

☐ In Good Standing ☐ Non-Participating ☐ CRS

LMS Ranking: _____

County: _____

State Application ID: _____

(TIME-DATE STAMP HERE)

This application is for all Federal Emergency Management Agency (FEMA Region IV) Hazard Mitigation Grant Program (HMGP) proposals. Complete ALL sections and provide the documents requested. If you require technical assistance, contact the Florida Division of Emergency Management at **DEM_HazardMitigationGrantProgram@em.myflorida.com**.

Section I – Applicant

A. Applicant Instruction: Complete all sections that correspond with the type of proposed project

Application Sections I-IV:

All Applicants must complete these sections

Environmental Review:

All Applicants must complete these sections

Maintenance Agreement:

Any Applications involving public property, public ownership, or management of property

Flood Control – Drainage Improvement Worksheet:

Acquisition, Elevation, Dry Flood Proofing, Drainage Improvements, Flood Control Measures, Floodplain and Stream Restoration, and Flood Diversion – **one worksheet per structure**

Generator Worksheet:

Permanent, portable generators, and permanent emergency standby pumps

Tornado Safe Room Worksheet:

New Safe Room, Retrofit of existing structure, Community Safe Room, Residential Safe Room

Hurricane Safe Room Worksheet:

New Safe Room, Retrofit of existing structure

Wind Retrofit Worksheet:

Wind Retrofit projects only – one worksheet per structure

Wildfire Worksheet:

Defensible Space, Hazardous Fuels Reduction, Ignition Resistant Construction, other

Drought Worksheet:

Aquifers, other

Utility Mitigation Worksheet

Upgrades to sewer systems, upgrading electrical components for a utility, undergrounding electrical systems, etc.

Request for Public Assistance Form:

FEMA Form 90-49 (Request for Public Assistance): All applicants must complete, if applicable.

Acquisition Forms:

If project type is Acquisition, these forms must be completed.

(Only one of the two Notice of Voluntary Interest forms is necessary.)

Model Statement of Assurances for Property Acquisition Projects

Declaration and Release

Notice of Voluntary Interest (Town Hall Version)

Notice of Voluntary Interest (Single Site Version)

Statement of Voluntary Participation

FEMA Model Deed Restriction Language

Application Completeness Guidance / Checklist :

All applicants are recommended to complete this checklist and utilize the guidance for completing the application.

B. Applicant Information:**FEMA-4673-DR-FL****DISASTER NAME: Hurricane Ian****Title of Project: Zone 1 & 2 Roads Drainage**

1. Applicant (Organization): City of Opa-locka
2. Applicant Type: ☒ State or Local Government ☐ Native American Tribe ☐ Private Non-Profit ☐ Special District
3. County: Miami-Dade
4. State Legislative Senate District(s): 34; State Legislative House District(s): 109 ;
Congressional House District(s): 24
5. Federal Tax I.D. Number: 596000394
6. Data Universal Numbering System (DUNS): 083111823
7. Federal Information Processing Standards (FIPS) Code*: 025-51650 (*if your FIPS code is not known, see guidance)
8. National Flood Insurance Program (NFIP) Community Identification Number: 120657
(this number can be obtained from the FIRM map for your area)
9. **Point of Contact:** (Applicant staff serving as the coordinator of project)

☒ Ms. ☐ Mr. First Name: Adelina Last Name: Gross
 Title: Capital Improvement Manager
 Address: 780 Fisherman Street
 City: Opa-locka State: FL Zip Code: 33054
 Telephone: 305-953-2821 Email: agross@opalockafl.gov

10. Application Prepared by:

☐ Ms. ☒ Mr. First Name: Robert Last Name: Anathan
 Title: Budget Administrator
 Address: 780 Fisherman Street
 City: Opa-locka State: FL Zip Code: 33054
 Telephone: 305-953-2868 Email: ranathan@opalockafl.gov
 Organization: City of Opa-locka

11. Authorized Applicant Agent (proof of authorization authority required)

☐ Ms. ☒ Mr. First Name: Darvin Last Name: Williams
 Title: Interim City Manager
 Address: 780 Fisherman Street
 City: Opa-locka State: FL Zip Code: 33054
 Telephone: 305-953-2821 Email: dwilliams@opalockafl.gov

Signature:**Date:** 8/27/2023

DocuSigned by:
Darvin Williams
 C48C07C1E8DE492...

12. Local Mitigation Strategy (LMS) Compliance

- a. All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed? ☒ Yes ☐ No
- b. Attached is a letter of endorsement for this project from the county's LMS Coordinator. ☒ Yes ☐ No
Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project.
- c. The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within \$500.00 between the two. ☒ Yes ☐ No

13. Has this project been submitted under a previous disaster event? ☒ No
☐ Yes, provide the disaster number and project number (as applicable): _____

Section II – Project Description

A. Hazards to be Mitigated / Level of Protection

1. Select the type of hazards the proposed project will mitigate:
☒ Flood ☐ Wind ☐ Storm surge ☐ Wildfire ☐ Other (list): _____
2. Identify the type of proposed project:
☐ Elevation and retrofitting of residential or non-residential structure
☐ Acquisition and Relocation ☐ Acquisition and Demolition
☐ Wind retrofit ☒ Drainage project that reduces localized flooding
☐ Generator ☐ Other (explain) _____
3. List the total number of persons that will be protected by the proposed project (*include immediate population affected by the project only*):
1320
4. List how many acres of "Total Impacted Area" is to be protected by the proposed project (*include immediate area affected by the project only*):
1.8
5. Fill in the level of protection and the magnitude of event the proposed project will mitigate. (*e.g. 23 structures protected against the 100-year storm event (1% chance)*)
335 structure(s) protected against the **100** -year storm event (*10, 25, 50, 100, or 500 year storm event*)
_____ structure(s) protected against _____ mile per hour (mph) winds
6. Check **all** item(s) the project may impact:

☐ Wetlands	☒ Water Quality	☐ Previously Undisturbed Soil
☐ Floodplain	☐ Coastal Zone	☐ Toxic or Hazardous Substances
☐ Historic Resources	☐ Fisheries	☐ Threatened & Endangered Species
☒ Vegetation Removal	☐ Public Controversy	☐ Potential for Cumulative Impacts
☒ Health & Safety	☐ Other _____	
7. **Engineered projects:** If your project has been already designed and engineering information is available, attach to your application **ALL** calculations, H&H study and design plans (e.g. Drainage Improvement, Erosion Control, or other special project types). ☒ No ☐ Yes If so, see Attachment #(s) _____.

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

Describe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection described in Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Ensure that each proposed project is mitigation and not maintenance.**

1. Describe the existing problems:

The City of Opa-locka was incorporated in 1926 and is located within the northwestern area of Miami-Dade County within a geographic area of 4.2 square miles. The City has a mixture of residential, commercial, and industrial zones in addition to a general aviation airport. Similar to the rest of South Florida, the City continues to witness a growth in population, and it is anticipated that with the redevelopment initiatives the City has introduced, there will be significant growth within the next ten-to-twenty-year time frame. It is, therefore, incumbent on the City to ensure that its infrastructure meets the current and projected needs of not only an increase in residents but also the growing threat of flooding from changing conditions in the climate.

One of the most significant challenges for the community is effective stormwater management, and as a result, the reduction of flooding in the City of Opa-locka has been a focus of the Mayor and Commissioners for many years. As conditions in the region continue to produce frequent and more severe storms, there is an immediate need to address this problem. The City has completed several major planning initiatives to address these issues and identify the most impactful course of action to protect, first and foremost, public safety and property but also further the economic redevelopment of the community.

Opa-locka, over the years, has suffered from significant flooding costing millions of dollars in damage to residents and businesses. Opa-locka's existing stormwater system consists of several facilities that were built independently rather than as part of an integrated stormwater network. Even though the City has drainage canals, the sewers and drains were not designed to convey stormwater runoff into them.

The project area is in extremely poor condition and is in need of rehabilitation. The project is located in a low-lying area within the City and does not have an existing working drainage system. These streets experience significant flooding when there is a rain event. The flood water remains stationary for a long period of time due to the waterlogged soil and a lack of drainage or adequate drainage system. The ponding is a potential health hazard as the stagnant water attracts mosquitoes and possible contamination from sanitary sewer system(s) in close proximity. The roadwork will re-engineer and upgrade the water, sewer, and electrical infrastructure that service the area.

The primary stormwater management system for the City of Opa-locka consists of canals, swales, digressional areas, and exfiltration trenches. Very few of the Roadway drainage systems are connected to the canals. The City has Opa locka Canal, Burlington Street Canal, Spur-1 Canal, and NW 127th Street Canal for ultimate discharge into C-8 and C-7 canals. The canals are not optimally used, and most of the City streets have no drainage or a very inadequate drainage system. The City experiences flooding problems for most of the rain events, even with a one-year frequency. The Roadways within commercial areas are very prone to frequent flooding problems due to the absence of any functional drainage system. The Roadway crowns get inundated even at very short duration, low-frequency rain events, and the businesses are impacted. In the case of a three-year, 24-hour frequency rain event, Cairo Lane and NW 127th Street lost functionality completely for a few days as the runoff had no way to exit or exfiltrate except evaporation. The prolonged, frequent flooding condition damages Roadway surfaces and creates traffic circulation problems. The City has spent approximately \$530,000 or \$75,000 per year since 2014 on repairing the Roadway corridor. This cost does not include in-house work by City personnel.

In addition to experiences of existing flooding, the need for the proposed project was identified by the development of the City-wide Stormwater Master Plan completed in 2022. The stormwater master plan initiative comprised an organized approach to identify problem areas and implement targeted infrastructure improvements and best management practices to alleviate flooding conditions. The plan identified the stormwater improvements in the project area as an immediate need.

2. Describe the type(s) of protection that the proposed project will provide:

The project will be designed to provide flood protection from 100-year storm events. The stormwater elements being improved and/or constructed include drainage pipes, catch basins, treatment structures, and an outfall embankment. A new force main along Cairo Road will connect to the larger CIP force main. All these components of the project will enhance the conveyance of stormwater into the City's larger system and move the water out of the streets and away from residences, businesses, and schools.

The development of resilient infrastructure within the project area will lead to the following outcomes:

1. Provide new and effective drainage facilities where none exist in the community.
2. Develop resilient stormwater infrastructure to meet the increased threat of flooding from 5-year, 10-year, 25-year, and 100-year storm events.
3. Protect residents, schools, and businesses from the impacts of flooding, including property damage, transportation disruption, and personal safety.
4. Further the City Stormwater Master Plan with the implementation of priority projects.
5. Foster economic redevelopment by providing resilient critical infrastructure.

Once complete, the project will provide flood protection for not only the Roadway but four schools, one church, 40 residences, and 290 businesses. The project will also enhance the protection of critical infrastructure such as lift stations, utilities, and communication lines. In addition to protecting property, the reduction in flooding will ensure access to the area for effective emergency response from fire and police personnel as well as post-disaster recovery from City and County personnel.

Similar to the proposed mitigation project, most stormwater projects are initiated based on immediate need. Communities in South Florida are faced with the challenge of developing critical infrastructure that provides protection today while planning for increased rainfall events and sea-level rise amid a growing population. As with most municipalities in Miami-Dade County, resiliency planning has become a priority with all types of infrastructure. Public projects such as stormwater improvements must provide protection from the level of severe weather that will impact the region a decade from now. Through effective planning with tools such as the Stormwater Master Plan, infrastructure projects can be constructed to benefit the community beyond the primary goal of flood protection. Resilient facilities are cost-effective by spending public funding on projects that will have long lives, thus reducing the cost of having to improve or replace in the near future to meet changing conditions. The proposed project will meet both the immediate goals and long-term objectives for the community's resiliency effort.

3. Scope of Work (describe in detail what you are planning to do):

The project is located along Cairo Lane between NW 127th Street and NW 135th Street; NW 127th Street between Cairo Lane and NW 32nd Ave; and Alexandria Drive. The project seeks to address drainage issues and poor roadway conditions in the area, with additional improvements to the sewer and water systems. A summary of the scope of work for the mitigation project is provided below.

- The stormwater improvement proposes the installation of HDPE corrugated drainage pipes ranging in size between 15-inch to 24-inch, the installation of four (4) stormwater catch basins, the repairing of damaged existing catch basin, and the installation of inner components of the stormwater treatment structure. The project also includes the installation of rip-rap at the stormwater outfall embankment and the installation of a manatee grate for the outfall.
- The roadway improvements include the installation of new concrete pavement along Cairo Lane and 127th Street, with pavement restoration at the intersection of Cairo Lane and 135th Street and new median installation at the intersection of 127th Street and 32nd Avenue. The project also includes new pavement markings and signage.
- The project includes the installation of approximately 145 LF of a 3-inch HDPE force main along Cairo Lane with the interconnection to an existing 16-inch CIP force main at the intersection of Cairo Lane and 135th Street and the installation of force main service connections. The project would involve the installation of adjusting rim elevation of sewer existing valves to meet the proposed grade.

The project also proposes the installation of two (2) fire hydrant assemblies for the existing water system, repairing or replacing any damaged fire hydrants, and repairing or replacing any damaged water meters. The project also includes adjustment of the rim elevation of existing water valves and water meter boxes to meet the proposed grade.

A detailed scope of work, cost estimate, and site layout are included as attachments to the application.

In addition to the construction activities, funding from the HMGP is being requested for final design and permitting. The City is requesting funding in the amount of \$2,410,489. This amount represents 75% of the total project cost. The remaining 25%, 803,497, will be provided by the City. The scope of work for the project includes having consultants complete design and permitting. However, the cost of construction for the stormwater infrastructure will represent the largest percentage of the requested funding. A construction contractor will be engaged through a competitive bid process. The total time needed to complete the scope of work is 24 months.

4. Describe any other on-going or proposed projects in the area that may impact, positively or negatively, the proposed HMGP Project:

There are currently no ongoing or proposed projects in the area that may impact the proposed HMGP project.

Section III – Project Location (Fully describe the location of the proposed project.)

A. Site

1. Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s). Provide precise longitude and latitude coordinates for the site utilizing a hand-held global positioning system (GPS) unit or the equivalent:

Site Location: City of Opa-locka, FL

Address(es): _____

GPS coordinates (decimal degree format): 25.8933071, -80.2577659

Project Zip Code(s): 33054

2. Titleholder: City of Opa-locka ROW
3. Is the project site seaward of the Coastal Construction Control Line (CCCL)? ☐ Yes ☒ No
4. Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include **all** structures in project area.

☒ Residential property: <u>40</u>	☐ Public buildings: _____
☒ Businesses/commercial property: <u>290</u>	☒ Schools/hospitals/houses of worship: <u>5</u>
☐ Other: _____	

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. ☒ Attach one (1) copy of the FIRM map, a copy of the panel information from the FIRM, and, if available, the Floodway Map. <i>FIRM maps are required for this application (if published for your area). Also, all attached maps must have the project site and structures clearly marked on the map.</i> FIRMs are typically available from your local floodplain administrator who may be located in a planning, zoning, or engineering office. Maps can also be ordered from the Map Service Center at 1-800-358-9616. For more information about FIRMs, contact your local agencies or visit the FIRM site on the FEMA Web-page at https://msc.fema.gov/portal .								
2. Using the FIRM, determine the flood zone(s) of the project site (Check all zones in the project area) (See FIRM legend for flood zone explanations) (A Zone must be identified)								
<table border="0" style="width: 100%;"><tr><td>☐ VE or V 1-30</td><td>☐ AE or A 1-30</td></tr><tr><td>☒ AO or AH</td><td>☐ A (no base flood elevation given)</td></tr><tr><td>☐ B or X (shaded)</td><td>☐ C or X (unshaded)</td></tr><tr><td>☐ Floodway</td><td>☐</td></tr></table>	☐ VE or V 1-30	☐ AE or A 1-30	☒ AO or AH	☐ A (no base flood elevation given)	☐ B or X (shaded)	☐ C or X (unshaded)	☐ Floodway	☐
☐ VE or V 1-30	☐ AE or A 1-30							
☒ AO or AH	☐ A (no base flood elevation given)							
☐ B or X (shaded)	☐ C or X (unshaded)							
☐ Floodway	☐							
☐ Coastal Barrier Resource Act (CBRA) Zone (Federal regulations strictly limit Federal funding for projects in this Zone; coordinate with your state agency before submitting an application for a CBRA Zone project).								
3. ☐ If the FIRM Map for your area is not published, attach a copy of the Flood Hazard Boundary Map (FHBM) for your area, with the project site and structures clearly marked on the map.								
4. ☐ Attach a copy of a Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area								

C. Maps with Project Site and Photographs

1. ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the project site and structures marked on the map.
2. ☒ Attach a USGS 1:24,000 TOPO map with project site **clearly** marked on the map.
3. ☐ For **acquisition** or **elevation** projects, include copy of Parcel Map (Tax Map, Property Identification Map, etc.) showing each property to be acquired or elevated. Include the Tax ID numbers for each parcel, and Parcel information – including year built and foundation.
4. ☒ Attach photographs (at a minimum 4 photographs) for each project site per application. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, etc. and drainage areas that affect the project site or will be affected by the project, and labeled. For each structure, include the following angles: front, back and both sides.

Section IV – Budget/Costs

In order to assist applicants with filling out the following Budget section, we have provided the following instructions for your convenience. For this section, we ask that you provide details of all the estimated costs of the project, as it is used for the benefit-costs analysis as well as for the feasibility and effectiveness review.

For the cost sections relating to Materials, Labor, and Fees, it is important to note,

- Lump sums without supporting documentation showing a breakdown of those costs are not acceptable. For those items that will not fit in the spaces provided, attach the appropriate documentation to your application.
- Identify your match sources in sections B and I.
- Sub-Total cells will auto sum the costs in their respective columns.
- Do not factor management costs into parts A-C. If management costs are being requested, see part G.
- Contingency Costs need to be justified and reported as a separate line item in part E of this section. From left to right in that part, enter the desired percentage (maximum 5% of Material/Labor), the amount the percentage is to be applied to, and the resulting amount. **PLEASE NOTE-** These cells will not auto-calculate across the row, but the final cell will be calculated into the Final Project Cost below it. Take care that everything is calculated correctly.
- Pre-Award Costs: costs must be identified as a separate line item, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost and requested start date.
- Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.
- All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (below) AND identified on the Funding Sources - Section IV I.

For project management costs, in compliance with Disaster Relief and Recovery Act of 2018 (DRRA) and the subsequent FEMA Interim Policy #104-11-1, the Florida Division of Emergency Management has included a section for applicants to request, or refuse, project management funds that are available to them. Under this new policy, HMGP projects awarded under disasters declared on or after August 1, 2017, are eligible for project management costs up to 5 percent of their total project costs.

Applicants choosing to apply for this funding must detail the specific administrative costs in Part G of this section. These costs must be eligible administrative costs, conforming to the requirements set in 2 CFR Part 200 Subpart E. Applicants must ensure that their administrative costs are reasonable, allowable, allocable, and necessary for the performance of the federal award.

The State will allot these management costs on a project-by-project basis per the amount requested by the sub-recipient, up to 5 percent of the total project cost. A sub-recipient may request less than this, but no higher. These management costs will be considered a separate pool of funding, and **WILL NOT** affect a project's benefit-cost analysis.

Management costs will be reimbursed per reimbursement request, and no more than 5 percent of any given reimbursement request amount. All management costs reimbursements will be contingent upon adequate documentation from the sub-recipient.

Management costs will be reimbursed at 100 percent of the amount of management costs requested, so far as they are adequately documented and are no more than 5 percent of the request. Any unused management costs at closeout following the final payment will be de-obligated. If the final total project cost results in an under-run, management costs will be reduced accordingly.

Applicants must make the determination to request or refuse management costs at the time of formal application submittal. The State will accept the initial determination from the applicant. There will be no recourse from the State for applicants wishing to change their initial determination after the application has been formally submitted.

A. Materials

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Cost per Unit</u>	<u>Cost</u>
Drainage Structures/Pipe			\$888,780.00	\$888,780.00
Asphalt Concrete			\$133,759.00	\$133,759.00
Limerock Base Material			\$200,000.00	\$200,000.00
Curb and Gutter			\$80,000.00	\$80,000.00
Concrete			\$100,000.00	\$100,000.00
Turf			\$6,111.00	\$6,111.00
Signs/markings			\$5,667.00	\$5,667.00
<u>Sub-Total</u>				\$1,414,317.00

B. Labor Include equipment costs. Indicate all "soft" or in-kind matches (**).

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Drainage Structures/Pipe	1	\$592,520.00	\$592,520.00
Asphalt Concrete	1	\$89,173.00	\$89,173.00
Limerock Base Material	1	\$264,000.00	\$264,000.00
Curb and Gutter	1	\$120,000.00	\$120,000.00
Concrete Install	1	\$60,000.00	\$60,000.00
Turf	1	\$5,000.00	\$5,000.00
Utilities Relocation	1	\$28,801.00	\$28,801.00
Environmental Conditions	1	\$238,384.00	\$238,384.00
ROW Restoration	1	\$19,067.00	\$19,067.00
Install Signs/Markings	1	\$5,000.00	\$5,000.00
<u>Sub-Total</u>			\$1,421,945.00

C. Fees Paid Include any other costs associated with the project.

<u>Description of Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
<i>*Pre-Award</i>			
Engineering		\$327,724.00	\$327,724.00
Permits	1	\$50,000.00	\$50,000.00
<u>Sub-Total</u>			\$377,724.00

D. **Total Estimated Project Cost** **\$3,213,986.0**

E. Contingency Costs (maximum 5% of Material/Labor) 0.00% \$0.00 0

F. **Final Project Cost** **\$3,213,986.0**

Note: To be eligible for HMGP Pre-Award costs – the costs must be identified as a separate line item in the estimate above, AND a completed HMGP Pre-Award Cost Request Form MUST be submitted with this application, detailing the items/cost requesting.

Mark all In-kind (donated) services with (**); In-house (employee) services with (***), per each line item.

All funding sources (In-kind, In-house, Global Match, and Other Agencies) must be identified (above) AND identified on the Funding Sources - Section IV I.

G. Project Management Costs

Based on the amount of total project cost being requested in Part D (above), your project is eligible for up to an additional 5% of that amount for project management costs. Indicate below whether or not you would like to request these funds and follow the directions for your selected choice.

Total Estimated Management Costs Available (5% of Total Project Costs)

\$160,699.30

Note: This number will be generated automatically after Part I is completed

- ☐ **YES**, I would like to request these funds (Fill out the itemized table below, then continue to Part I)*
- ☒ **NO**, I do not wish to request these funds. (continue to Part I)*

[illegible]

H.	Total Estimated Management Costs Requested	\$0.00
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***Note:** By selecting either “yes” or “no” the applicant is acknowledging that they understand what is being offered to them as it is described in this application.

I. Funding Sources (round figures to the nearest dollar)

The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds that lose their Federal identity at the State level, such as CDBG, and certain tribal funds) may not be used for the Non-Federal share of the costs.

1.	Estimated Federal Share	<u>\$2,410,489.00</u>	<u>75</u> % of Total	(Maximum 75%)
2.	Non-Federal Shares			
3.	Estimated Local Shares	<u>\$803,497.00</u>	<u>25</u> % of Total	(Cash)
4.		<u></u>	<u></u> % of Total	(In-Kind**)
5.		<u></u>	<u></u> % of Total	(In-House***)
6.		<u></u>	<u></u> % of Total	(Global Match****)
7.	Other Agency Share (Identify Non-Federal Agency and availability date)	<u></u>	<u></u> % of Total	
8.	Total Funding sources from above	<u>\$3,213,986.00</u>	<u>100.00%</u> Total	(Equals 100%)

- ☐ **Identify proposed eligible activities directly related to project to be considered for In-Kind services in Section IV.C. Fees
- ☐ ***Identify proposed eligible activities directly related to project to be considered for In-House services in Section IV.C. Fees
- ☐ ****Separate project applications must be submitted for each Global Match project.

Global Match Project Number and Title: _____

9.	Total Estimated Management Costs	Requested Available	<u>\$160,699.30</u>	5% of Total	(Max Allowed)
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J. Project Milestones/Schedule of Work

List the major milestones in this project by providing an estimated time-line for the critical activities not to exceed a period of 3 years (36-months) of performance. (e.g. **Contracting, Designing, Engineering, Permitting, Inspections, closeout, etc.**)

Milestone(s)	Number of Months to Complete
FDEM/City Agreement Execution	1
Bid for Design	1
Design	5
Permit	2
Bid Construction	2
Construction	12
Inspection	1
Total	24 Months

Section V. Environmental Review and Historic Preservation Compliance

(NOTE: This application cannot be processed if this section is not completed.)

Because the HMGP is a federally funded program, all projects are required to undergo an environmental and historic preservation review as part of the grant application process. Moreover, all projects must comply with the National Environmental Policy Act (NEPA) and associated Federal, State, Tribal, and Local statutes to obtain funding. **NO WORK can be done prior to the NEPA review process. If work is done on your proposed project before the NEPA review is completed, it will NOT be eligible for Federal funding.**

A. The following information is required for the Environmental and Historic Preservation review:

All projects must have adequate documentation to determine if the proposed project complies with NEPA and associated statutes. The State Environmental Staff provide comprehensive NEPA technical assistance for Applicants, with their consent, to complete the NEPA review. The type and quantity of NEPA documents required to make this determination varies depending upon the project's size, location, and complexity. However, at a minimum, provide the applicable documentation from this section to facilitate the NEPA compliance process.

1. ☒ Detailed project description, scope of work, and budget/costs (Section II and Section IV of this application).
2. ☒ Project area maps (Section III, part B & C of this application).
3. ☐ Project area/structure photographs (Section III, part C of this application).
4. ☒ Preliminary project plans.
5. ☒ Project alternatives description and impacts (Section V of the application).
6. ☒ Complete the applicable project worksheets.
Documentation showing dates of construction are required for all structures.
7. ☒ Environmental Justice – Provide any applicable information or documentation regarding low income or minority populations in the project area. See Section V.B of this application for details.
8. ☒ Provide any applicable information or documentation referenced on the *Information and Documentation Requirements by Project Type* below.

B. Executive Order 12898; Environmental Justice for Low Income and Minority Population:

1. Are there low income or minority populations in the project area or adjacent to the project area?
☐ No ☒ Yes; describe any disproportionate and adverse effects to these populations:
The Project Site is located in a Miami-Dade County US Census tract 12086000503 that has been designated as Disadvantaged by the Justice40 Climate and Economic Justice Screening Tool (CEJST) in 7 categories of Energy, Health, Housing, Legacy Pollution, Transportation, Water and wastewater, and Workforce Development. The project Site is located in Block Group 3 of Miami-Dade Census tract 5.03 and is reported by the Department of Housing and Urban Development (HUD) to have a Low-to Moderate-Income (LMI) level of 100%. The project will not have a negative impact on these populations. The construction of new drainage facilities will only improve their quality of life.
2. ☒ To help evaluate the impact of the project, explain below or attach any other information that describes the population, or portion of the population, that would be either disproportionately or adversely affected. Include specific efforts to address the adverse impacts in your proposal narrative and budget.
HUD documentation of income and need as well as Environmental Justice Documentation is attached.

C. Tribal Consultation (Information Required)

Section 106 of the National Historic Preservation Act (NHPA) requires federal agencies to take into account the effect of their undertakings on historic properties. The NHPA requires that agencies must complete this process prior to the expenditure of any Federal funds on the undertaking. A Tribal Consultation is required for any project disturbing ground or moving soil, including but not limited to: drainage projects; demolition; construction; elevation; communication towers; tree removal; utility improvements.

1. Describe the current and future use of the project location. A land use map may be provided in lieu of a written description.

The project site is currently City-owned ROW. The use will not be changed in the future.

2. Provide information on any known site work or historic uses for project location.

There are no previous uses other than the current use.

- ☒ Attach a copy of a city or county scale map (large enough to show the entire project area) with the horizontal limits (feet) and vertical depths (square feet) of all anticipated ground disturbance of 3 inches or more.

D. Alternative Actions (Information Required)

The NEPA process requires that at least two alternative actions be considered that address the same problem/issue as the proposed project. In this section, list **two feasible** alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative".

1. No Action Alternative

Discuss the impacts on the project area if no action is taken.

The "no action" alternative would lead to continued flooding in the project area with existing drainage vulnerabilities increasing the already existing risks to people and property. The impacts of flood waters would result in significant property damage costs, personal safety issues, and economic disruptions.

2. Other Feasible Alternative

Describe a feasible alternative project that would be the next best solution if the primary alternative is not accomplished. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Include a Scope of Work, engineering details (if applicable), estimated budget and the impacts of this alternative. Complete *all* of parts **a-e** (below).

a. Project Description for the Alternative

Describe, in detail, the alternative project, and explain how the alternative project will solve the problem(s) and/or provide protection from the hazard(s). Also, provide pros and cons for this alternative and a reason for why it was not selected.

One alternative to the proposed HMGP is to only complete the improvements to the main drainage pipes running throughout the area. The increase in the capacity of these pipes would result in greater drainage for the roadway and surrounding businesses. However, if the ability of the water being emptied into the larger conveyance system is not developed, then the overall capacity of the system will limit the impact of the new piping to the north. This alternative would be less costly and take less time to complete but would only represent a partial mitigation of the drainage issues.

b. Project Location of the Alternative (describe briefly, if different from proposed project)

The alternative project will take place at the same location and area as the HMGP project.

- ☐ Attach a map or diagram showing the alternative site in relation to the proposed project site (if different from proposed project)

c. Scope of Work for Alternative Project

The scope of work would consist of the following:

Design
Permitting
General Conditions
Bond
Drainage Structures w/ baffles (Curb Inlets)
Drainage Structures (MAS)
24-inch Solid Pipe
18-inch Solid Pipe

The estimated cost for the alternative project is approximately \$482,500, including design and permitting. The total time needed to complete the project would be 18 months.

d. Impacts of Alternative Project

Discuss the impact of this alternative on the project area. Include comments on these issues as appropriate: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upstream and Downstream Surface Water Impacts), Floodplain/Floodway, Historic Preservation and Hazardous Materials.

The alternative project would not significantly impact with ground disturbance any residents or surrounding facilities as the work would be done in the ROW and underground. Transportation access would need to be maintained as work was completed to ensure access for all those traveling in and out of the areas. There are also no significant environmental, cultural, or historical resources that would be impacted.

e. Estimated Budget/Costs for Alternative Project

In this section, provide details of all the estimated costs of the alternative project (round figures to the nearest dollar). A lump sum budget is acceptable.

Materials:	\$505,000.00
Labor:	\$710,000.00
Fees:	\$135,000.00
Total Estimated Project Cost:	\$1,350,000.00

HMGP ENVIRONMENTAL REVIEW
Information and Documentation Requirements by Project Type

<i>Retrofits to Existing Facilities/Structures</i> <i>Elevations</i> <i>Acquisitions with Demolition</i>
✓ Dates of Construction ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance ✓ Structure photographs
<i>Drainage Improvements</i>
✓ Engineering plans/drawings ✓ Permit or Exemption letter to address any modifications to water bodies and wetlands - o Department of Environmental Protection - o Water Management District - o U.S. Army Corps of Engineers ✓ Ground disturbance map for projects with 3 inches or more of ground disturbance. ✓ Concurrence from U.S. Fish and Wildlife addressing any impacts to wildlife, particularly endangered and threatened species and their habitats. ✓ If the project is in a coastal area, attach a letter from the National Marine Fisheries Service addressing impacts to marine resources. ✓ Concurrence from Natural Resource Conservation Service if project is located outside city limits and may impact prime or unique farmland. ✓ Concurrence from your Local Floodplain Manager – if project is located in a floodplain.

Note: This is a general guideline for most projects. However, there will be exceptions. Consult with state environmental staff on project types not listed.

Section VI – Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign the following agreement prior to submitting the application to FEMA.

(NOTE: Not applicable to projects solely related to residential or private property.)

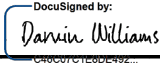
The _____ City _____ of _____ Opa-locka _____, State of Florida, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the ***routine*** maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub-recipient's maintenance responsibilities following project award and to show the Sub-recipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award.

Signed by _____ Darwin Williams _____ the duly authorized representative
(printed or typed name of signing official)

Interim City Manager _____,
(title)

This 27th (day) of August (month), 2023 (year).

Signature* _____

 DocuSigned by:
 Darwin Williams
 0900070E00E052

****Note: The above signature must be by an individual with legal signing authority for the respective local government or county (e.g., the Chairperson, Board of County Commissioners or the County Manager, etc.)***

HMGP Application Completeness Guidance/Checklist

This guidance/checklist contains an explanation, example and/or reference for information requested in the application. Use this list to assure your application is complete and includes the required information for HMGP projects. The appropriate documentation must also be attached. It is important to note that this list is similar to the form that will be used during the application sufficiency review by the HMGP staff.

Project Title: Zone 1 & 2 Roads Drainage

Applicant: City of Opa-locka

Application Information	Explanation of Information Required	✓
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Section I

B. Applicant Information

FEMA ___-DR-FL	Type in the four digit number FEMA assigned to the disaster that this application is being submitted under. (Example: 4337, 4283)	☐
DISASTER NAME	Type in the Disaster name. (Example: Hurricane Irma, Tropical Storm Fay)	☐
Title of Project	The project title should include: 1) Name of Applicant, 2) Name of Project, 3) Type of Project. (Example: City of Tallahassee, City Hall Building, Wind Retrofit)	☐
1. Applicant	Name of organization applying. Must be an eligible applicant.	☐
2. Applicant Type	State or local government, recognized Native American tribe, or private non-profit organization. If private non-profit, attach documentation showing legal status as a 501(C). (Example: IRS letter, Tax Exempt Certificate)	☐
3. County	Indicate county in which the project is located.	☐
4. State Legislative and Congressional District(s)	Specify the appropriate State Senate, House and Congressional District code for the project site . For multiple sites, list codes for each site. http://www.myfloridahouse.gov/sections/representatives/myrepresentative.aspx	☐
5. Federal Tax I.D. Number	List the Federal Employer's Identification Number (FEIN), also known as Federal Tax Identification number, 9-digit code. May be obtained from your finance/accounting department.	☐
6. DUNS Number	Include Data Universal Numbering System (DUNS) number in appropriate location on application. Typically, this number can be obtain through your finance department. If not, use the link below to look up your entity. If none, exists you can use the same link to request one. https://www.dnb.com/duns-number.html	☐
7. FIPS Code	List the Federal Information Processing Standards (FIPS) Code. May be obtained from your finance/accounting/grants department. If none, submit FEMA Form 90-49. See state website under the relevant disaster (https://floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/)	☐
8. NFIP ID Number	List the National Flood Insurance Program (NFIP) number. You must be a participating NFIP member to be eligible for HMGP funding. Make sure that the number is the same as the panel number on the FIRM provided with the application.	☐
9. Point of Contact	Provide all pertinent information for the point of contact. This person serves as the coordinator of the project. If this information changes once the application is submitted, please contact the HMGP staff immediately.	☐
10. Application Prepared By	Provide the preparer information. May be different from the point of contact (line 9) and/or the applicant's agent (line 11).	☐
11. Authorized Applicant Agent	An authorized agent must sign the application. <i>"An authorized agent is the chief elected official of a local government who has signature authority, so for a county it would be the Chairman of the Board of County Commissioners and for a municipality it would be the Mayor (the exact title sometimes varies). Any local government may delegate this authority to a subordinate official (like a City or County Manager) by resolution of the governing body (the Board of County Commissioners or Board of City Commissioners). If a local government delegates signature authority, a copy of the</i>	☐

	<u>resolution</u> by the governing body authorizing the signature authority for the individual signing must be provided.” For Private Non-Profit: A member of its Board of Directors or whoever has authority to authorize funding for such a project. If this task is delegated down, a copy of a resolution confirming this must be provided.	
12. LMS Compliance	a) LMS Project List: All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List and must be on file with FDEM's Mitigation Bureau Planning Unit. b) LMS Endorsement Letter: All proposed projects must include an endorsement letter from the county's Local Mitigation Strategy Coordinator. You may use 1 letter as long as it includes every proposed project. c) Estimated Costs & Application Costs: The LMS Project List must include an Estimated Cost column and each HMGP project application must be within \$500.00 of that Project List's estimated cost. Also ensure that the Federal Cost Share indicated on the LMS Coordinator's Endorsement Letter exactly matches the Federal Cost Share indicated within the application. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. I.1.) allocated to this project. A letter of endorsement for the project and its priority number from the Local Mitigation Strategy Project List must be included. Refer to Sample LMS Letter. Applications without a letter of endorsement will not be processed. (44 CFR 201.6 Local Mitigation Plans)	☒
13. Previous Submittal	If the project has been previously submitted under another disaster, provide the disaster number, the project number, and the title of the project.	☐

Section II - Project Description

A. Hazards to be Mitigated/Level of Protection

1. Type of Hazards	Type of Hazards the Proposed Project will Mitigate: Identify the hazard(s) that the proposed project will mitigate. More than one hazard may be selected.	☒
2. Identify the Type of Project	Identify the Type of Proposed Project: Describe the mitigation project being proposed. (Example: drainage, wind retrofit, generator etc.)	☒
3. Number of Persons Protected	Explain how many people will be protected by or benefit from the proposed project. (Example: A drainage project improving a residential area of 23 homes, with an average household of 2 people = 46 people)	☒
4. Total Impacted Area	Explain how many acres will be impacted from the proposed project: Drainage/Berm/Pond/Culverts/Flood hazard projects: combination of the area to be protected and ground disturbance must not exceed 25 acres.	
5. Level of Protection	Specify the level of protection and magnitude of the event the proposed project will mitigate. Attach support documentation that verifies the stated level of protection. (Example: In a wind retrofit project, it will be the design wind speed to comply with the Florida Building Code requirements. In a drainage project, it will be the implemented design level, e.g. a 25-year FDOT design standard for culvert.)	☒
6. Project Impact	Identify all the items the project may impact or are within the project area.	☒
7. Engineered Projects (e.g. Drainage)	Include available engineering calculations, studies, and designs for the proposed project showing results from applied Recurrence Interval scenarios before and after mitigation. (Number of structures, building replacement value, depth of the water, structural damages, content damages, displacement, road closures, etc.)	☒

B. Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

1. Existing Problem	Describe the existing problem, location, source of the hazard, and the history and extent of the damage. Include newspaper articles, insurance documentation, photographs, etc. If this project is eligible for PA (406) mitigation activities, describe the 406 activities.	☒
2. Type of Protection	Determine how the funding will solve the existing problem and provide protection.	☒

3. Scope of Work:	What the Project Proposes to Do: Determine the work to be done. The scope of work must meet eligibility based on HMGP regulations and guidance. Explain how the proposed problem will be solved. (NOTE: The proposed project must be a mitigation action, not maintenance.) <i>Does the proposed project solve a problem independently or constitute a functional part of a solution where there is assurance that the project as a whole will be completed (44 CFR 206.434[c][4])? Does the proposed project address a problem that has been repetitive or that poses a significant risk to public health and safety if left unresolved (44 CFR 206.434[c][5][i])?</i> Projects that merely identify or analyze hazards or problems are not eligible.	☒
4. On-Going or Proposed Projects in the Area	Determine if other projects, zoning changes, etc. are planned (particularly in the same watershed if flooding is being addressed) that may negatively or positively impact the proposed project. If there is a drainage project or downstream issue elsewhere, it may eliminate the current flooding issue, erasing the need for the proposed project. Response applies to drainage and acquisition projects. N/A is appropriate in wind retrofit shutter projects only. If this project is also being considered under the Public Assistance Program (406), describe in detail the 406 mitigation activities and/or services. Do not include project costs associated with this HMGP application.	☒

Section III - Project Location

A. Site

1. Physical Location	List the physical location of the project site(s) including the street number(s), zip code(s) and GPS coordinates (latitude/longitude, in decimal degrees). The physical address must correspond with the address locations specified on maps submitted with the application.	☒
2. Titleholder	Provide the titleholder's name.	☒
3. Project Seaward of the CCCL?	Determine if the project site is located seaward of the Coastal Construction Control Line. https://floridadep.gov/water/coastal-construction-control-line	☒
4. Number and Types of Structures Affected	Specify the number and type of properties affected by the project. (Example: Drainage project that affects 100 homes, 15 businesses and 2 schools.) What does the project protect? Should have a number next to the box that is checked. (See Section II, Item A.5 – detail of these totals)	☒

B. Flood Insurance Rate Map (FIRM) Showing Project Site

1. Copies of FIRM	Attach a copy (or copies) of the FIRM and clearly identify the project site. The FIRM Panel number must be included. To obtain a FIRM map, go to https://msc.fema.gov/portal . See instructions on How to make a FIRMette.	☒
2. Flood Zone Determination	Specify the flood zone(s) of the project site(s). If project is located in a Special Flood Hazard Area. Amount of coverage must be equal to or greater than the amount of Federal mitigation funding obligated to the project.	☐
3. Flood Hazard Boundary Map (FHBM)	Not required if a copy of the FIRM is attached.	☒
4. Model Acknowledgement of Conditions form	The Model Acknowledgement of Conditions for Mitigation in Special Flood Hazard Area form is required for those structures receiving federal funds that will also remain in the special flood hazard area by the close of the project. This form is required at application. It can be found on FEMA's website at https://www.fema.gov/media-library/assets/documents/15677	☐

D. C. Maps with Project Site and Photographs

1. City/County Map with Project Site	The project site and staging location (if applicable) should be clearly marked on a legible City/County map. The map should be large enough to show the project site. More than one map may be required.	☒
2. USGS TOPO with Project Site	The project site should be clearly marked on a legible USGS 1:24,000 TOPO map. To obtain a TOPO map, go to https://ngmdb.usgs.gov/topoview/	☒
3. Parcel/Tax Map	A Parcel, Tax or Property Identification map is required <u>only</u> for acquisition and elevation projects. The location of the structure must be clearly identified.	☐
4. Site Photographs	At least four photographs are required that clearly identify the project site. The photos must be representative of the project area, including any relevant streams,	☒

	creeks, rivers, etc., and drainage areas that affect the project site or will be affected by the project. The front, back and both side angles are required for each structure. For acquisition and elevation projects, a photo taken away from the structure (in front toward the street, and in back toward backyard) to show the area along with photographs of specific elements of the structure affected by the project (windows for shutters or window replacements) should also be provided. Label photographs appropriately. In addition, CDs may be submitted.	
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Section IV - Budget/Costs

Make sure all calculations are correct. Provide a breakdown of materials, labor and fees for the proposed project. Support documentation must be attached, i.e. vendor's quote, professional estimate (from engineer, architect, local building official, etc.). The proposed budget line items should represent allowable costs associated with the scope of work. Contingency Cost should be included as a line item in the budget section, and justified – Maximum allowed is 5%, and is required to complete this section; it will be used for the Benefit-Cost Analysis (BCA). Costs should be accurate, complete and reasonable compared to industry standards. Make sure the total cost is correct on the entire application.

A. Materials	List materials and their associated costs. Provide breakdown.	☒
B. Labor	Provide a breakdown of description, hours, rate, and cost or lump sum labor cost. Can use in-kind contribution as part of the 25% match. (Attach support documentation for in-kind, in-house to detail wages and salaries charged for any contribution. No overtime wages can be used to satisfy match contributions).	☒
C. Fees Paid	Provide a breakdown of associated fees i.e., consultants, studies, engineering, permits, and project management. Maintenance is not an allowable cost under HMGP. <i>Pre-award costs may be requested (See Pre-award Costs guidance).</i>	☒
D. Total Estimated Project Cost	This number includes all project costs without contingency costs included. Make sure all calculations are correct.	☒
E. Contingency Cost	Per FEMA's HMA Guidance (Section VI Part D.3.4), a contingency cost is, "an allowance in the total cost estimate to cover situations that cannot be fully defined at the time the cost estimate is prepared but that will likely result in additional eligible costs. Allowances for major project scope changes, unforeseen risks, or extraordinary events may not be included as contingency costs." The applicant may request up to 5% of material/labor costs. As with other line items, the applicant must justify these contingency costs based on the nature of the project at application. If an applicant wants to include contingency costs, they will need to enter the percentage that they require as well as what amount they want that percentage to be applied to. Type the resulting calculation in the final cell on the right. These cells will NOT auto-calculate. Be sure that they are calculated correctly.	☐
F. Final Project Cost	This number includes any contingency costs that were requested. The final BCA will use this number in its final calculation.	☒
G. Project Management Costs	After reading the guidance provided on pg. 5, select either YES or NO to indicate your need for management costs for this project. If YES , provide a breakdown of description, hours, rate and costs for requested management costs. If NO , continue to Part I.	☐
H. Total Estimated Management Costs Requested	This will auto complete based on what is entered into the cost cells above. Your request must not exceed 5 percent of the total project cost available for this project.	☐

I. Funding Sources (round figures to the nearest dollar)

The proposed sources of non-federal matching funds must meet eligibility requirements. (Except as provided by Federal statute, a cost-sharing or matching requirement may not be met by costs borne by another Federal grant.) 2 CFR Part 200.306.

1. Estimated Federal Share	The estimated Federal share is generally 75%. If the Federal share is not 75%, assure actual amount is entered. It could be 50.1234% or 35.1234%, etc. of the total dollar amount of project depending on county LMS allocation and priority. This figure cannot exceed 75%.	☒
2. Non-Federal Share	May include all 3 sources, i.e. cash, in-kind and global match, as long as the total is a minimum of 25%. Match cannot be derived from a federal agency except Federal funds that lose their federal identity (e.g., CDBG funding and certain tribal funding).	☐

3. Cash	Cash- Local funding will be utilized for the non-federal share. Enter amount of cash and percentage of total that amount represents.	☒
4. Total In-Kind	May use materials, personnel, equipment, and supplies owned, controlled and operated from within governing jurisdiction as an in-kind match. <i>Third party in-kind contributions would be volunteer services, employee services from other organizations furnished free of charge, donated supplies, and loaned equipment or space. The value placed on these resources must be at a fair market value and must be documented. If in-kind is claimed from outside the applicant jurisdiction, it must be cash only. ** Identify proposed eligible activities in Section IV B. and C. as a separate line with In-kind written as a part of the description.</i>	☐
5. Total In-house	Sub-Recipient employees, equipment, etc. – internal services (must utilize the Personnel Activity Report or the Equipment Activity Report for the Request for Reimbursement)	☐
6. Total Project (Global) Match	Project (global) match must 1) meet all the eligibility requirements of HMGP; and 2) begin after FEMA's approval of the match project. A separate HMGP application must be submitted for global match projects. Indicate which project(s) will be matched. <i>The global match is not required to be an identical project. Projects submitted as global match for another project must meet the same period of performance time constraints as the HMGP.</i>	☐
7. Other Agency Share	Identify Non-Federal Agency and availability date; provide the documentation from the agency. (e.g., CDBG funding, and certain tribal funding)	☐
8. Total Funding	Total must represent (100%) of the total estimated project cost. Ensure that percentages match corresponding cost-shares and the total matches the Budget (in Section IV. F. - Total Estimated Project Cost).	☐
9.	Your requested amount must be equal to or less than 5 percent of the total project cost	☐

J. Project Milestones/Schedule of Work

1. Milestones (Schedule)	Identify the major milestones in the proposed project and provide an estimated time-line (e.g. <i>Designing, Engineering – 3 months, Permitting – 6 months, Procurement – 30 days, Installation – 6 months, Contracting – 1 month, Delays, Project Implementation, Inspections, Closeout, etc.</i>) for the critical activities not to exceed a period of 3 years (36-months) for performance. Milestones should not be grouped together but listed individually. Allot for the appropriate amount of time for final inspection and closeout (about 3 months).	☒
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Section V - Environmental Review & Historic Preservation Compliance

No work can begin prior to the completion of the environmental (NEPA) review. In order for the Environmental staff to conduct the NEPA review, all sections listed below must be completed.

1. Description, SOW & Budget	Detailed Project Description, Scope of Work & Budget/Costs. Complete Sections II & IV of the application.	☒
2. Area Maps	Project area Maps - Attach a copy of the maps and clearly mark the project site, and place the specific project structure(s) on map(s). Complete Section III, part B & C of the application.	☐
3. Project Area/Structure Photographs	Complete Section III part C of the application.	☐
4. Preliminary Project Plans	For shutters see the scope of work and for drainage & elevation see engineering drawings.	☒
5. Project Alternatives	Complete Section V part D. of this application.	☒
6. Project Worksheets	Dates of construction are required for all structures. See worksheets.	☒
7. Environmental Justice Documentation	See Section V.B for applicable information.	☒
8. Information/ Documentation	Provide any of the required documentation as listed at the end of Section V in the Information and Documentation Requirements by Project Type that may have already been obtained.	☒

Requirements by Project Type		
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B. Executive Order 12898, Environmental Justice for Low Income and Minority Population

1. Disproportionate Effects	Determine if there are populations in either the project zip code or city that are characterized as having a minority background or living below the poverty level. If yes, complete the rest of Section V, part B. Describe any disproportionate effects that these populations would experience if the project were completed.	☒
2. Population Affected	Describe the population affected by this project and the portion of the population adversely impacted. Attach any documentation and list the attachments here.	☒

C. Information required for Tribal Consultation

Documentation for Tribal Consultation	For all projects with any ground disturbing activities of 3 inches or more, complete Section V part C.	☒
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D. Alternative Actions

1. No Action Alternative	Discuss the impacts on the project area if no action is taken.	☒
2. Other Feasible Alternative Action	This is a FEMA and FDEM requirement for any Application Review. A narrative discussion of at least three project alternatives (from No Action to the most effective, practical solution) and their impacts, both beneficial and detrimental is required. It is expected that the jurisdiction has completed sufficient analysis to determine the proposed project can be constructed as submitted and it supports the goals and objectives of the FEMA approved hazard mitigation plan. Has the proposed project been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options? (44 CFR 206.434[c][5][iii])	☒
a. Project Description	It is very important and a requirement that an Alternative project is submitted. NEPA requires that at least three alternatives must be presented to mitigate the problem. In addition to the proposed action and no action, one other feasible alternative must be provided. Describe the surrounding environment. Include information regarding both natural (i.e., fish, wildlife, streams, soils, plant life) and built (i.e., public services, utilities, land/shoreline use, population density) environments. Describe how the alternative project will solve the problem and provide protection from the hazard. Provide enough detail to describe the project for the evaluation panel to decide the best course of action for the state. Include any appropriate diagrams, sketch maps, amount of materials and equipment, dimensions of project, amount of time required to complete, etc.	☒
b. Project Location of the Alternative		
c. Scope of Work – Alternative Project		
d. Impacts of the Alternative Project		
e. Estimated Budget/Costs for the Alternative Project	Total cost is required.	☒
Materials, Labor, and Fees Paid	Detailed line items are not required. Just enter a total amount.	☒
Total Estimated Project Costs	Total cost is required. Vendor quote is not required. A lump sum budget may be submitted as justification to why this alternative was not chosen.	☒

Section VI – Maintenance Agreement

Maintenance Agreement	Complete, sign and date the maintenance agreement. The maintenance agreement must be signed by an individual with signature authority, preferably the authorized agent.	☒
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Other Required Documentation

Go to www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/ for additional documents

1. Maps	All maps must be included with the application.	☐
2. FFATA Form	During contracting with the state, complete, sign and date the FFATA Project File Form. Instructions are provided for your convenience in the document provided. This is not required at the time of application submittal.	☐

3. SFHA Acknowledgement of Conditions	Required for all projects in the Special Flood Hazard Area. Read and sign the SFHA Acknowledgement of Conditions document. This form must be notarized, signed by the local jurisdiction and the property owner.	☐
4. Pre-award Cost Form	If pre-award costs are being requested with your project, be sure to identify all pre-award costs in the application budget per instructions. The pre-award cost form must be completed and submitted with your application.	☐
5. Request for Public Assistance Form	Applicable if no FIPS number is assigned to applicant/recipient.	☐
6. Model Statement of Assurances for Property Acquisition Projects	For Acquisition projects only.	☐
7. Declaration and Release	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
8. Notice of Voluntary Interest	For Acquisition projects only. Two forms are available for your convenience. Use the form that is most appropriate to your situation. Must be signed by all persons whose names are on the property deed.	☐
9. Statement of Voluntary Participation for Acquisition of Property for Purpose of Open Space	For Acquisition projects only. Must be signed by all persons whose names are on the property deed.	☐
10. Worksheets	The appropriate worksheet(s) must be completed and submitted with the application. a. Flood Control – Drainage Improvement b. Generator c. Tornado Safe Room d. Hurricane Safe Room e. Wind Retrofit f. Wildfire g. Drought	☐

*Submit **1 original (signed) and 1 full copy** of the entire application and backup documentation. Include a full copy of the submittal and all documentation on CD or thumb drive.

Attachment Index

Use the following template to list any supporting documentation that is **included on the CD or flashdrive**. Clearly and concisely label each attachment on this form to correspond with the file name on the CD or flashdrive. In the first column list which section and item (from the HMGP application) the attachment refers to. *Example: Section 2, Item 1.* **If any required documentation is not included on the CD or flashdrive, the application will be considered incomplete and will not be considered for possible funding.**

Section # & Item		Attached Document Name
1	I B-12	Miami-Dade County LMS - HMGP - Hurricane Ian Support Letter 8-11-23
2	III A-1	Zone 1 and 2 Roads Drainage Location Map Opa-locka
3	III A-2	Zone 1 and 2 Roads Drainage Site Control Opa-locka
4	III B-1	Zone 1 and 2 Roads Drainage FIRM Map Opa-locka
5	III C-2	Zone 1 and 2 Roads Drainage USGS Map Opa-locka
6	III C-4	Zone 1 and 2 Roads Drainage Photographs Opa-locka
7	IV	Zone 1 and 2 Roads Drainage Budget Workbook Opa-locka
8	V 7	Zone 1 and 2 Roads Drainage Disadvantaged Map Opa-locka
9	V 1	HMGP Opinion of Cost - Zone 1-2
10		
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IMPORTANT NOTE: Documents attached within the application will not be visible within the application document for signature. Please be sure prior to uploading the required documents into the application that they are valid and approved.

For questions or assistance concerning the HMGP application, state HMGP staff can be reached through the following methods.

Phone: (850) 815-4524
Email: [DEM Hazard Mitigation](#)

You may also refer to the [HMGP Application Checklist](#) for additional guidance.

HMGP APPLICATION

Application Number	Application Status	Application Created Date	Application Due Date
PID-142465	Submitted	8/21/2023, 3:47 PM	8/30/2023

- I. Application Information
- II. Project Description
- III. Project Location
- IV. Budget/Costs
- V. Environmental Review and Historic Preservation Compliance
- VI. Attachments
- VII. Submit



City of Opa-locka Agenda Cover Memo

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

Short Title:

Hazzard Mitigation Grant Application

Staff Summary:

Staff believes it is in the best interest of the City to submit a Hazzard Mitigation Grant application for \$2.41 million dollars (City match of \$0.80 million). If received the grant would be used to improve drainage in the southwest quadrant of the City. (Zones #1 and #2 as indicated in the attachment).

Financial Impact – A successful application will result in the City receiving \$2.41 million dollars in FY 24 to further address the City's flooding issues. The City match of \$0.8 million would be sourced from ARPA funds.

Proposed Action:

Staff recommends that the City Commission authorize the Interim City Manager to sign a Hazzard Mitigation Grant application for \$2.41 million to mitigate flooding issues in Zones #1 and #2.

Attachment:

1. Zones #1 & #2



Delivering Excellence Every Day

Department of Emergency Management
Local Mitigation Strategy
9300 NW 41 St
Miami, FL 33178
Email: eoc@miamidade.gov
Phone: 305-468-5427
Fax: 305-468-5401

August 11, 2023

Mrs. Laura Dhuwe, State Hazard Mitigation Officer
Florida Division of Emergency Management
2555 Shumard Oaks Boulevard
Tallahassee, Florida 32399-2100

Re: Hazard Mitigation Grant Program (HMGP) FEMA 4673-DR-FL, Hurricane Ian LMS Project Priority List and Support Letter

Dear Mrs. Dhuwe,

The Miami-Dade County Local Mitigation Strategy Working (LMS) working group approved and supports the mitigation projects listed in the enclosure "Prioritized Project List for FEMA 4673-DR-FL, Hurricane Ian".

These projects align with our LMS goals and objectives, and with the State's mitigation goals and objectives (in accordance with the Code of Federal Regulations 44§ 201.6). Furthermore, the LMS partners submitting projects, are continuing participants in the Miami-Dade County LMS working group. The projects in question are all listed in our LMS project list. The Miami-Dade County LMS working group therefore presents the projects below to be considered for funding.

For further information or inquiry, please contact me at (305) 468-5427 or robin.yang@miamidade.gov

Sincerely,

Robin Yang, LMS Chair
Miami-Dade County LMS

Enclosure: Prioritized Project List for FEMA 4673-DR-FL, Hurricane Ian

Prioritized Project List for FEMA 4673-DR-FL, Hurricane Ian

Funding Priority	Project Title	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
1	Citywide Lift & Pump Station Backup Pumps	City of Florida City	Goal 2	\$330,500.00	\$247,875.00
2	City of Miami Fire Training Center	City of Miami	Goal 6	\$3,062,879.29	\$2,297,159.47
3	Matheson Hammock Mangrove Trail	Miami-Dade County Parks, Recreation and Opens Spaces Department	Goal 1	\$4,994,890.00	\$2,500,000.00
4	Emergency Shelter Generator Replacement	Mactown	Goal 6	\$548,002.00	\$411,001.50
5	Miami-Dade Fire Rescue Stations 03, 54, 55, & 56 Generator Installments	Miami-Dade County Fire Rescue Department	Goal 2	\$571,400.00	\$428,550.00
6	Generator Replacement for Water Treatment Facility	North Miami Beach	Goal 6	\$1,000,000.00	\$750,000.00
7	Roof, Wind and Enclosure Protection	Mount Sinai Medical Center	Goal 2	\$3,000,000.00	\$2,250,000.00
8	Stormwater Drainage and Roadway Improvements to NE 191 Street System	City of Aventura	Goal 1	\$6,500,000.00	\$5,200,000.00
9	Stormwater Pump Station 1 & 2, pump replacement and upgrades	West Miami	Goal 2	\$571,000.00	\$428,250.00
10	Zone 1 & 2 Roads Drainage	City of Opa-locka	Goal 1	\$3,213,986.00	\$2,410,489.00
11	Generator Installation at Critical Facilities	Miami Shores	Goal 6	\$750,000.00	\$562,500.00
12	PD/City Hall Hardening	Village of Virginia Gardens	Goal 1	\$1,100,000.00	\$825,000.00
13	Youth Center Emergency Generator	City of Coral Gables	Goal 6	\$350,000.00	\$262,500.00
14	Citywide Lift & Pump Station Backup Generators	City of Florida City	Goal 2	\$280,236.84	\$210,177.63
15	Flood Gates/Doors	Mount Sinai Medical Center	Goal 2	\$300,000.00	\$225,000.00
16	Miami-Dade Fire Rescue Stations 03, 38, & 46 Hardening Project Including Roof	Miami-Dade County Fire Rescue Department	Goal 2	\$1,773,756.00	\$1,330,317.00
17	City of Miami Fire Station #5	City of Miami	Goal 6	\$500,000.00	\$375,000.00
18	Emergency Power Generator for Police & Emergency Operations Center	City of Aventura	Goal 2	\$550,000.00	\$412,500.00
19	Coral Gables Country Club Emergency Generator	City of Coral Gables	Goal 6	\$800,000.00	\$600,000.00
20	City Critical Facilities Backup Generators Citywide	City of Florida City	Goal 2	\$707,425.28	\$530,568.96
21	Miami-Dade Fire Rescue Stations 34, 36, 53, & 56 Hardening Project	Miami-Dade County Fire Rescue Department	Goal 2	\$2,522,700.00	\$1,892,025.00
22	City of Miami Fire Station #7	City of Miami	Goal 6	\$810,000.00	\$607,500.00
23	Continuation of Citywide Flood Drainage - Phase 3	City of Florida City	Goal 2	\$2,861,414.16	\$2,146,060.62
24	Friedland Manor Pump Stations & Dry Retention Pond Restoration	City of Florida City	Goal 2	\$1,383,031.18	\$1,037,273.39
25	Kendall Campus, bldg 7000	Miami Dade College	Goal 3	\$258,073.20	\$193,554.90
26	City of Miami Springs: Erosion Control and Stabilization of Drainage	City of Miami Springs	Goal 3	\$1,281,383.00	\$961,037.00
27	Citywide Flood/Drainage Mitigation Improvements at Locations of Known Flooding	City of Miami	Goal 2	\$1,000,000.00	\$750,000.00

Funding Priority	Project Title	Applicant	Goal/Objective Implemented	Estimated Total Project Cost	Estimated Federal Share
28	Construct Pump Station in K-8 Stormwater Basin	Village of Key Biscayne	Goal 2	\$10,766,232.00	\$8,074,674.00
29	Vizcaya Structures Envelope Restoration & Wind Storm Protection	Vizcaya Museum and Gardens Trust, Inc.	Goal 2	\$3,900,000.00	\$2,925,000.00
30	EOC Generator and Enclosure	University of Miami	Goal 6	\$972,705.00	\$729,528.75
31	130-1 nw 99TH Terrace Corridor	Town of Medley	Goal 3	\$2,034,000.00	\$1,526,025.00
32	MDC-West Administrative Bldg	Miami Dade College	Goal 3	\$5,714,494.80	\$4,285,871.10
33	Vizcaya Drainage Improvement -East side of estate	Vizcaya Museum and Gardens Trust, Inc.	Goal 2	\$1,800,000.00	\$1,350,000.00
34	Homestead Campus Bldg B	Miami Dade College	Goal 3	\$749,609.70	\$562,207.28
35	Vizcaya Museum and Gardens Seawalls	Vizcaya Museum and Gardens Trust, Inc.	Goal 2	\$1,250,000.00	\$937,500.00
36	Secondary Backup Generator	City of Homestead Police Department	Goal 6	\$449,844.00	\$224,922.00
37	Emergency By-Pass Pump Sanitary/Storm	City of Coral Gables	Goal 6	\$200,000.00	\$150,000.00
38	Zone 3, 4 & 5 Roads Drainage	City of Opa-locka	Goal 1	\$21,577,269.00	\$16,182,952.00

Sub Basin -OPC-N-1-2 Roadway & Stormwater Infrastructure Construction Costs (Priority 1A)						
Pay Item Number	FDOT Pay Item No	Description	Unit	August 2023 Adjusted Unit Price	Quantity	Cost
SW-001	0425 1361	Drainage Structures w/ baffles (Curb Inlets)	EA	\$5,000.00	40	\$200,000
SW-002	0425 2 41	Drainage Structures (MAS)	EA	\$5,000.00	13	\$65,000
SW-003	430174124	24-inch Solid Pipe	LF	\$150.00	0	\$0
SW-004	430174118	18-inch Solid Pipe	LF	\$125.00	1100	\$137,500
SW-005	0443 70 4	24-inches diameter Exfiltration Trenches (French Drains) (6' Width, 15.00 ft deep)(@75% corridor length)	LF	\$186.00	5800	\$1,078,800
SW-006	0334 1 53	Furnish and Place 2-inch Asphalt Concrete Pavement	TN	\$190.00	1173	\$222,933
SW-007	0334 1 53	Furnish and Place 3-inch Asphalt Concrete Pavement	TN	\$200.00	0	\$0
SW-008	285706	Furnish and Place 8-inch Limerock Base Material	SY	\$40.00	10933	\$437,333
SW-009	285711	Furnish and Place 12-inch Limerock Base Material	SY	\$48.00	0	\$0
SW-010	0160 4	Compaction/Stabilization of 12-inch Subgrade	SY	\$5.00	5333	\$26,667
SW-011	0327 70	Mill 1-inch Asphalt Concrete	SY	\$3.00	0	\$0
SW-012	0520 2 4	Furnish and Install Type D Curb	LF	\$23.00	0	\$0
SW-013	0520 3	Furnish and Install Valley Gutter (3')	LF	\$30.00	0	\$0
SW-014	0520 1 10	Furnish and Install Type F Curb and Gutter	LF	\$25.00	8000	\$200,000
SW-015	0522 2	Concrete Sidewalk 6-inch (with Wiremesh)	SY	\$30.00	5333	\$160,000
SW-016	0570 1 2	Performance Turf (includes top soil, watering)	SY	\$2.50	4444	\$11,111
SW-017	N/A	Pavement Marking/Signage	SY	\$1.00	10667	\$10,667
GC-001	N/A	Mobilization / Demobilization	LS	5.00%	1	\$95,336
GC-002	N/A	Insurance & General Conditions	LS	2.50%	1	\$47,668
GC-003	N/A	Maintenance of Traffic	LS	2.75%	1	\$52,435
GC-004	N/A	SWPPP	LS	0.50%	1	\$9,534
GC-005	N/A	Allowance for Unforeseen Utilities Relocation	LS	1.50%	1	\$28,801
GC-006	N/A	Allowance for Unforeseen Environmental Conditions	LS	1.25%	1	\$238,384
GC-007	N/A	Allowance for Other ROW Improvement	LS	1.00%	1	\$19,067
GC-008	N/A	Permits	LS	0.30%	1	\$5,720
				Subtotal		\$3,046,956
Page 356 of 937						
5% Contingency (Planning, Administrative, Design & Construction Contingency Costs)						\$152,348
TOTAL						\$3,199,304
						\$3,200,000

ID# ____-__-R (____)

All cost estimates rounded to the nearest dollar.

Item

[illegible]

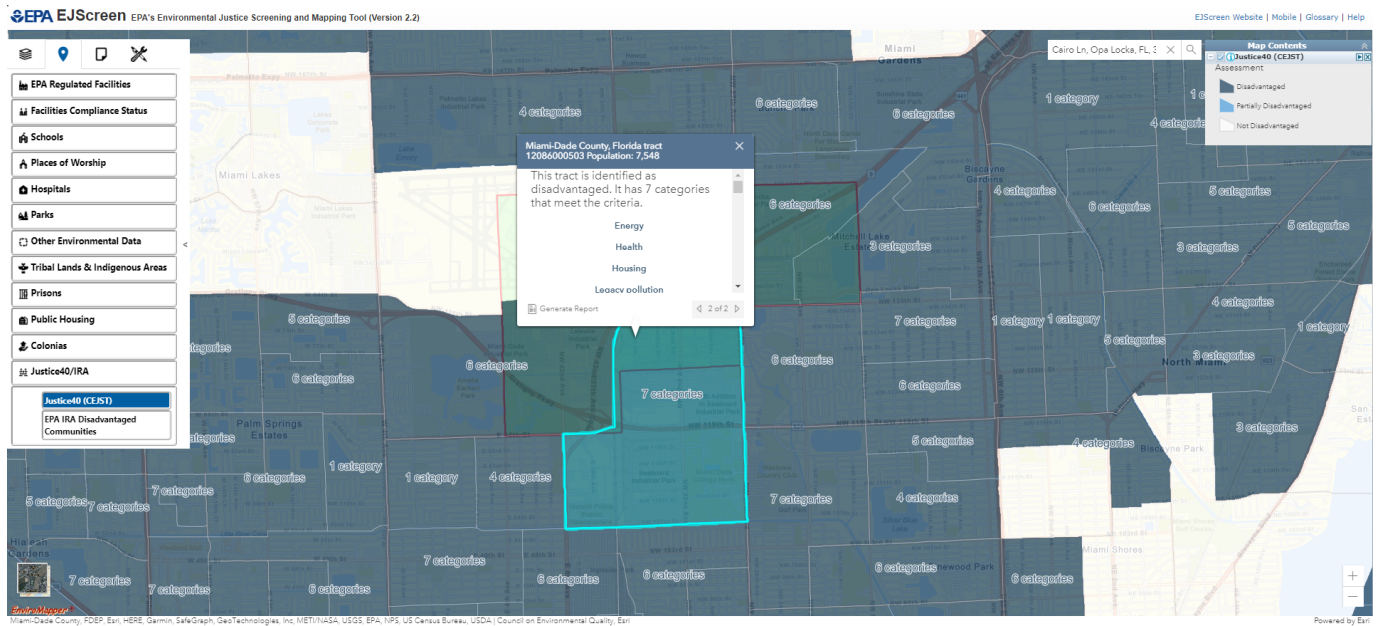
				\$0.00
				\$0.00
				\$0.00
Sub-Total				\$1,414,317.00

B. Labor: Include equipment costs. Please indicate all "soft", In-house(**), or In-kind matches-donated (**).

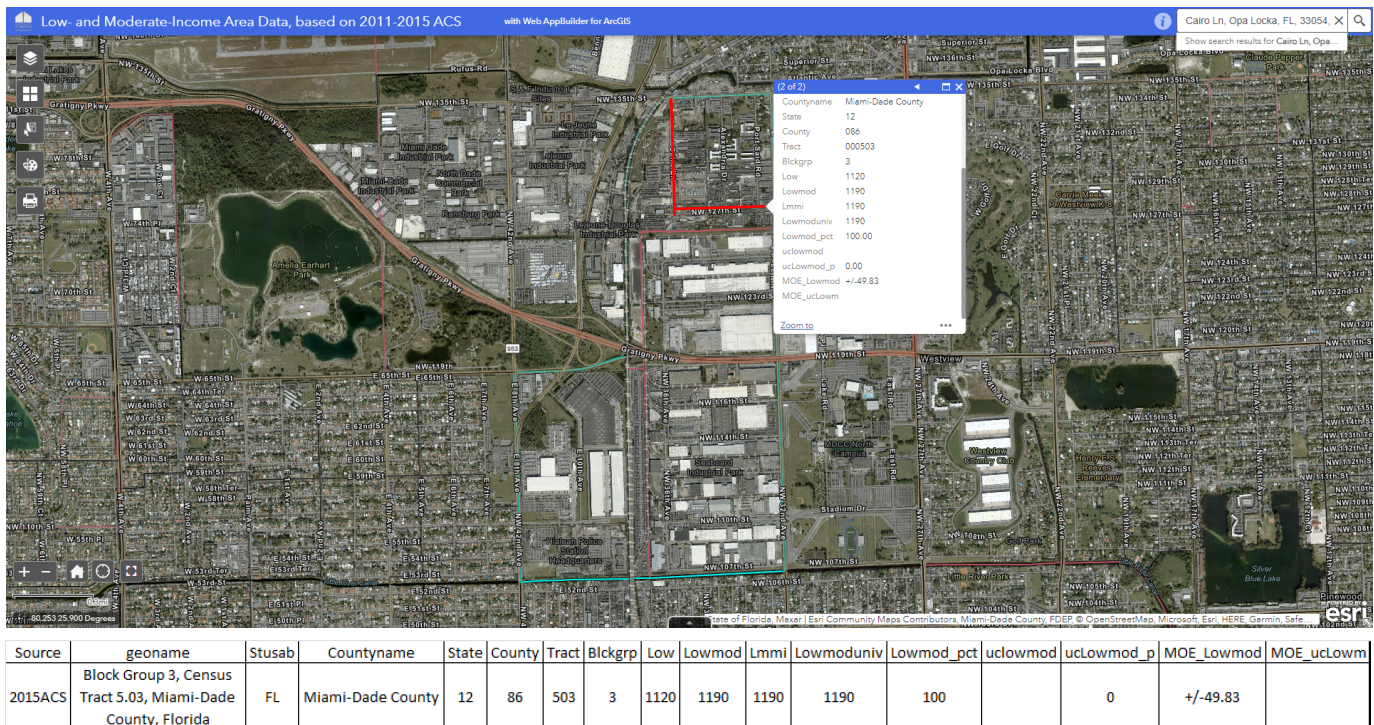
<u>Description of Task</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
Phase I -			\$0.00
Phase I -			\$0.00
Phase I -			\$0.00
Phase I -			\$0.00
Phase I ONLY- Sub-total		\$0.00	
Drainage Structures/Pipe	1	\$592,520.00	\$592,520.00
Asphalt Concrete	1	\$89,173.00	\$89,173.00
Limerock Base Material	1	\$264,000.00	\$264,000.00
Curb and Gutter	1	\$120,000.00	\$120,000.00
Concrete Install	1	\$60,000.00	\$60,000.00
Turf	1	\$5,000.00	\$5,000.00
Utilities Relocation	1	\$28,801.00	\$28,801.00
Environmental Conditions	1	\$238,384.00	\$238,384.00
ROW Restoration	1	\$19,067.00	\$19,067.00
Install Signs/Markings	1	\$5,000.00	\$5,000.00
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C. Fees Paid Include any other costs associated with the project.

<u>Description of Task</u>	<u>Qty</u>	<u>Rate</u>	<u>Cost</u>
<i>Phase I - Pre-Award with start date of _/_/_</i>			\$0.00
Phase I - Professional Engineering Services			\$0.00
Phase I -			\$0.00
Phase I -			\$0.00
Phase I -			\$0.00
Phase I -			\$0.00
Phase I -			\$0.00
Phase I ONLY- Sub-total		\$0.00	
<i>Non-Phased - Pre-Award with start date of _/_/_</i>			\$0.00
Engineering	1	\$327,724.00	\$327,724.00
Permits	1	\$50,000.00	\$50,000.00
			\$0.00



The Project Site is located in a Miami-Dade County US Census tract 12086000503 that has been designated as Disadvantage by the Justice40 Climate and Economic Justice Screening Tool (CEJST) in 7 categories of Energy, Health, Housing, Legacy Pollution, Transportation, Water and wastewater, and Workforce Development.



The project Site is located in Block Group 3 of Miami-Dade Census tract 5.03 and is reported by the Department of Housing and Urban Development (HUD) to have a Low to Moderate Income (LMI) level of 100%.

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The community map repository should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations (BFEs)** and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only to landward of 0.0' National Geodetic Vertical Datum of 1929 (NGVD 29). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Florida State Plane east zone (FIPSZONE 0801). The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or State Plane zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the National Geodetic Vertical Datum of 1929. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at <http://www.ngs.noaa.gov> or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, NGS12
National Geodetic Survey
SSM-C, #5022
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at (301) 713-3242, or visit its website at <http://www.ngs.noaa.gov>.

Base map information shown on this FIRM was provided in digital format by the Miami-Dade County Information Technology Department. These data were compiled at a scale of 1:3,600 from digital orthophotography dated 2001. Additional base map information was provided by the Cities of Aventura, Coral Gables, and Homestead, the Town of Cutler Bay, and Miami-Dade County.

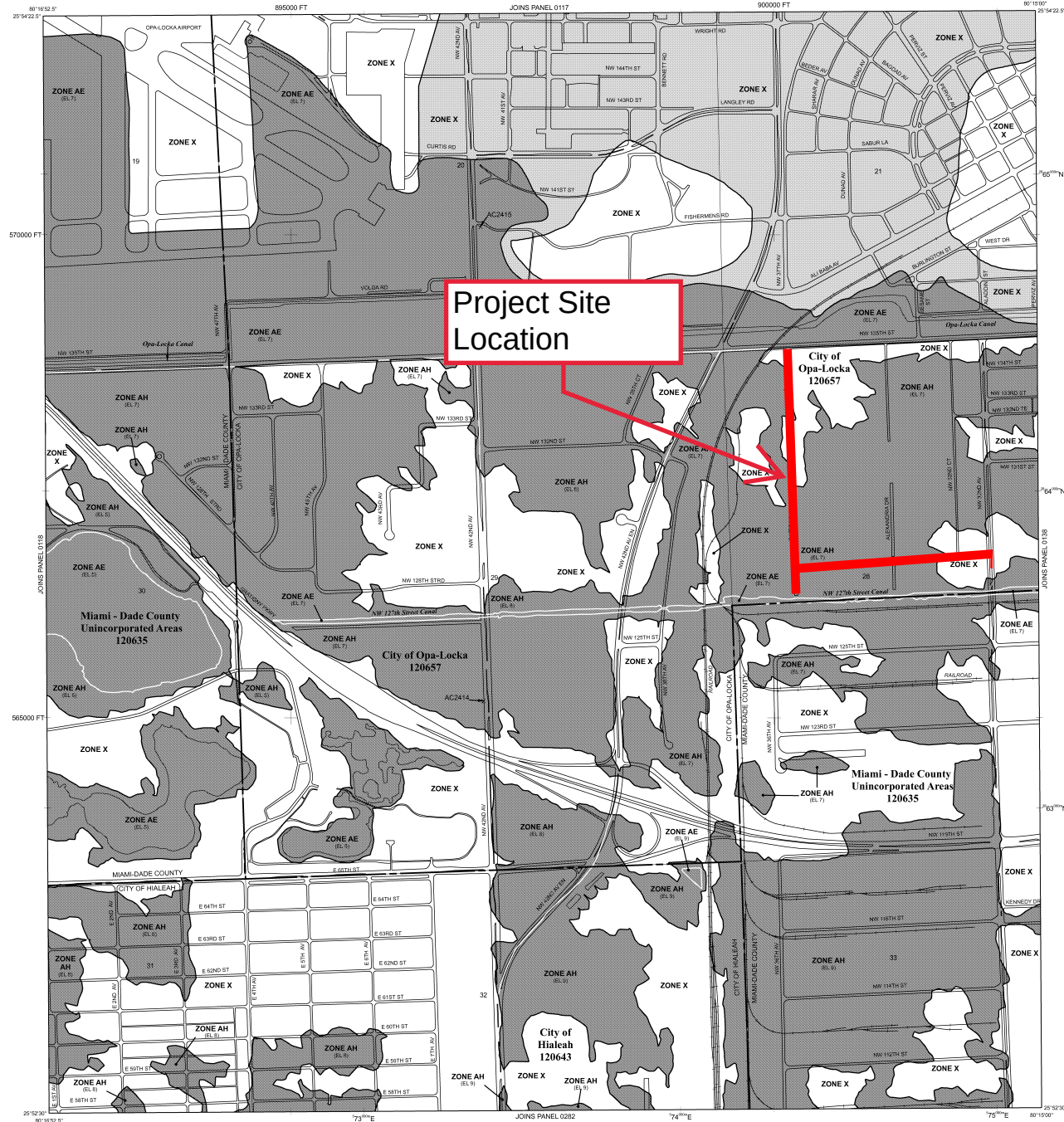
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to confirm to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel changes that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels, community map repository addresses, and a listing of communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at <http://www.fema.gov>.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at <http://www.fema.gov>.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, AV, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

Zone A No Base Flood Elevation determined.
Zone AE Base Flood Elevation determined.
Zone AH Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevation determined.

Zone AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of shallow flood ponding, velocities also determined.

Zone AR Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently abandoned. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.

Zone AV Areas to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevation determined.

Zone VE Coastal flood zone with velocity hazard (wave action); no Base Flood Elevation determined.

Zone V Coastal flood zone with velocity hazard (wave action); no Base Flood Elevation determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

Zone X Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of more than 1 foot (usually areas of ponding) are less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

Zone X Areas determined to be outside the 0.2% annual chance floodplain. Areas in which flood hazards are undetermined, but possible.

Coastal Barrier Resources System (CBRS) Areas

Otherwise Protected Areas (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

Floodplain boundary
Floodway boundary
Zone boundary
CBRS area boundary

Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.

Base Flood Elevation line and value, elevation in feet*
Base Flood Elevation value where uniform within zone; elevation in feet

* Referenced to the National Geodetic Vertical Datum of 1929

Cross section line
Transect line

Geographic coordinates referenced to the North American Datum of 1983 (NAD 83); Western Hemisphere
1000-meter Universal Transverse Mercator grid values, zone 17

1000-foot and 100-foot Florida State Plane coordinate system, East zone (FIPSZONE 0801); Transverse Mercator projection

Bench mark (see explanation in Notes to Users section of this FIRM panel)
River mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

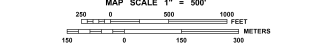
EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
January 20, 1993

EFFECTIVE DATES OF REVISIONS TO THIS PANEL
March 2, 1994 - May 16, 1994 - July 17, 1995 - for description of revision, see Notes to Users map in this FIRM

September 11, 2009 - to reflect recent changes, to incorporate previously issued Letters of Map Change, to reflect updated geographic information, to add and change Base Flood Elevations, to update corporate limits, to change area designations, to add and change Special Flood Hazard Areas, and to add and change map features.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0119L

FIRM

FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA

AND INCORPORATED AREAS

PANEL 119 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS	COMMUNITY	NUMBERS	PANEL	SUFFIX
	MIAMI-DADE COUNTY	120635	0119	L
	MIAMI-DADE COUNTY	120635	0119	L

Notes to User: The Map Number shown below should be used when procuring map orders; the Community Number shown above should be used for insurance applications by the subject community.

MAP NUMBER
12086C0119L

MAP REVISED
SEPTEMBER 11, 2009

Federal Emergency Management Agency



Flood Control – Drainage Improvement Worksheet

For preliminary Benefit Cost Analysis conducted by the State Mitigation Technical Team

Applies for the following mitigation activities: **FLOOD CONTROL – DRAINAGE IMPROVEMENT (FLOOD RISK REDUCTION) projects which include drainage improvements, roadway/bridge elevation, flood protection measures for utility systems, floodplain and stream restoration, flood diversion, flood diversion and storage measures, and non-localized flood risk.** For assistance, contact the State of Florida Mitigation Technical Unit.

IMPORTANT: This worksheet is required as part of your application. The State of Florida Mitigation Technical Unit will conduct a Benefit Cost Analysis (BCA) for your project and the following information is needed to evaluate cost effectiveness. Once a preliminary BCA is completed, the reviewer will contact you to collect support documentation.

NOTE: A complete worksheet will expedite the Technical Review.

Requirements

To complete a successful project application, a minimum amount of technical information is required for review. Data collected in this worksheet will provide reviewers with preliminary information necessary to evaluate project eligibility, feasibility, and cost effectiveness. Carefully review and confirm that you are aware of the following information.

All flood risk reduction projects must clearly define the level of protection the project provides and shall be designed in strict compliance with Federal, State and Local applicable Rules and Regulations. It is recommended that the sub-applicant consult a professional engineer to assist in preparing the application, as many of the documentation requirements are technical in nature. An engineer will be required for design and implementation. Initial funds may be obtained to produce detailed designs of the project (Phase 1) for further FEMA review and approval prior to construction (Phase 2).

Proposed flood risk reduction projects must be for the purpose of increasing risk reduction capabilities of the existing structures and cannot constitute only repairs. Additionally, they must demonstrate that the project will not have negative impacts upstream or downstream of the project area. Localized flood risk reduction projects may not constitute a section of a larger flood control system.

I confirm that I have reviewed the requirements listed above (signature):

DocuSigned by:

Adelina Gross

EC5929C4FFB9414...

For additional resources, please refer to [FEMA Technical Review Job Aid](#) for Flood Risk Reduction projects.

Section I – Project General Information

Project Name: City of Opa-locka Zones 1 and 2 Drainage and Roadway Improvements

Sub-Applicant: City of Opa-locka

Worksheet completed by:

Name: Adelina Gross

Title: Capital Improvement Manager

Phone: 305-953-2821

Email: agross@opalockafl.gov

Section II – Project Cost Information

Mitigation Project Cost:

\$3,213,986

Annual Maintenance Cost:

\$8,500



Section III – Project Specific Information

Project location:	Cairo Lane, Opa-locka, FL N 25.8933071, W -80.2577659	
Type of mitigation measures you are proposing for this project: (Select all that apply)		
☒ Drainage Improvements (Stormwater Management)	☒ Flood Protection Measures for Utility Systems	☐ Floodplain and Stream Restoration
☐ Roadway/Bridge Elevation	☐ Flood Diversion and Storage Measures	☐ Non-Localized Flood Risk Reduction
☐ Other (provide a brief description):		
Are you proposing a Phased or Non- Phased flood control project?	☒ Phased Project	☐ Non-Phased Project
Does the proposed project include land purchasing?	☒ No	☐ Yes (provide brief explanation):

Section IV – Historical Damage Information

A flood control project is expected to reduce floods risks to several facilities, including buildings, roads, and utilities. The following sub-sections provide guidance to better identify the benefits (avoided losses) that are expected with the implementation of the proposed project, using information from past flooding events.

1. Roadway/Bridges Loss of Function

Will the proposed project mitigate the loss of service due to past flood events at a roadway or bridge?	☒ Yes, complete Table 1 below. ☐ No, continue to Sub-section 2 - Historical Damage Information
---	--

Table 1. The table below allows for listing the road(s) and/or bridge(s) that have been impacted by flood events. Please complete the information requested on each column using the best available information. If additional structures need to be listed, please attached a document with the information requested below.

Road/Bridge Location	Storm Name	Date of Flood Event	Estimated One-Way Traffic Trips per Day	Additional Reroute Time (hrs./days)	Additional Miles for Reroute	Road/Bridge Closure Duration (hrs./days)
Cairo Lane						



2. Building Damages

☐ Yes, complete Table 2 below.

☐ No, continue to Sub-section 3 - Historical Damage Information

[illegible]



Section IV – Historical Damage Information (continued)

3. Avoided Emergency Management Costs

Has the City incurred on any expenses attending the emergencies during past events that would be avoided with the implementation of the proposed project?

- ☐ Yes, complete Table 3 below.
- ☐ No, continue to Sub-section 4 - Loss of Critical Function

Table 3. The table below allows for identifying expenses incurred by the sub-applicant attending emergencies related to the flood risks being mitigated. Please complete the information requested on each column using the best available information. If additional structures need to be listed, please attached a document with the information requested below.

Emergency Location	Date of Flood Event	Emergency Expense Description	Cost of Emergency Expense (\$)

4. Loss of Critical Function

Will the proposed project reduce the loss of function of a critical facility?

- ☐ Yes, complete the Tables 4.1, 4.2, 4.3, 4.4, and 4.5, as applicable.
- ☐ No, continue to Section V - Professional Expected Damages

Please complete the tables below, as applicable. If additional facilities are impacted, please attach a separate table with the complete list of structures with the responses to the columns below

Table 4.1 Fire Station

Property Location (Address)	Date of Flood Event	Population served by the Station	Does the Station provide EMS*?	Address of the nearest fire station	Address of the nearest fire station with EMS*	Loss Of Service/Function Duration (hrs./days)
			-Select-			
			-Select-			

*EMS: Emergency Medical Services

Table 4.2 Police Station

Property Location (Address)	Date of flood event	Population served by the Station	How many police officers work or report to this police station?	How many police officers have a designated office space at this police station?	Loss Of Service/Function Duration (hrs./days)



Section IV – Historical Damage Information (continued)

Table 4.3 Hospital

❓ Property Location (Address)	❓ Date of flood event	❓ How many people are being served by this hospital?	Provide the address of the nearest hospital capable of providing the same type of service:	❓ How many people are being served by the nearest hospital capable of providing the same type of service?	❓ Loss Of Service/Function Duration (hrs./days)

Table 4.4 Utility

❓ Property Location (Address)	❓ Date of flood event	❓ Type of Utility	❓ Number of customers directly served by the utility system:	❓ Loss Of Service/Function Duration (hrs./days)
		- Select -		
		- Select -		
		- Select -		

Table 4.5 Other Critical Facility Type

❓ Property Location (Address)	❓ Date of flood event	Provide a brief explanation on why it is considered a critical facility	❓ Facility Annual Operational Budget	❓ Loss Of Service/Function Duration (hrs./days)



Section V – Professional Expected Damage Information

1 Complete the tables below if a preliminary or final H&H study is available. Using your H&H results, please provide before and after mitigation data based on the modeled scenarios:

1 Professional Expected Damages BEFORE Mitigation					
1 Property Location (address)	1 Recurrence Interval	1 Estimated Structural Damage (\$)	1 Estimated Content Damage (\$)	1 Displacement Cost (\$)	1 Road Closures (hrs.)

1 Professional Expected Damages AFTER Mitigation					
1 Property Location (address)	1 Recurrence Interval	1 Estimated Structural Damage (\$)	1 Estimated Content Damage (\$)	1 Displacement Cost (\$)	1 Road Closures (hrs.)



Section VI – Additional Information

Please use this page to expand on the information provided above or to include any additional information relevant to the proposed mitigation project.

Cairo Lane Between NW 135 Street and NW 127 Street Canal Drainage & Roadway Improvements: Cairo Lane is located between NW 135th Street and NW 127th Street Canal. It is one of the most important Roads in the city as it serves a lot of businesses. It has no working drainage system and the road surface is damaged and now functions like a dirt road. Due to the non-existence of any drainage system and damaged roadway surface the stormwater runoff from Cairo Lane impacts the surface water quality of NW 127th Street Canal. The stormwater runoff from the south portion of Cairo Lane gets into the canal without any kind of pre-treatment.

The Cairo Lane Drainage and Roadway Improvements project consist in completing the construction a drainage system to divert runoff from rain as well as the complete reconstruction of approximately 0.55 miles of roadway with sidewalks and relocation/ construction of utilities. The installation of the drainage system will utilize collection inlets and French drains to mitigate current flooding and reduce past damages to vehicles and businesses. The roadway has to be designed for heavy traffic loads.



FLOOD CONTROL – DRAINAGE IMPROVEMENT WORKSHEET INSTRUCTIONS

Refer to the instructions below to complete the Flood Control – Drainage Improvement Mitigation Worksheet using the best available data.

Section I – Project General Information

Project Name: Enter the name of the project title. The title should be short but descriptive (e.g., City of Orlando, Basin 3 Floodgate, Drainage).

Sub-Applicant: Enter your organization's legal name.

Worksheet completed by: Enter name, title, phone number, and email of the person completing this Worksheet. This person must have the knowledge and/or the resources to accurately answer all questions and provide supporting documentation, as needed. Information may come from multiple creditable sources.

Section II – Project Cost Information

Mitigation Project Cost: Enter the total cost of the project. A lump sum on this worksheet is acceptable for preliminary BCA, but a detailed breakdown attached to your application is required.

Annual Maintenance Cost: Enter the cost associated with maintaining the effectiveness of the components installed as part of the proposed mitigation project.

Section III – Project Specific Information

Project Location: Provide a clear delineation of areas disturbed to construct the project, including potential off-site areas such as spoils disposal locations. For multiple locations, please provide information on Section VIII of this worksheet.

Type of mitigation proposed: A flood control project can include a combination of multiple mitigation activities. From the options provided, please check all the mitigation actions that apply to your project.

- Drainage Improvements (Stormwater Management): Stormwater management is defined as efforts to reduce the impact of increased runoff that results from new development in a watershed. Stormwater management projects include the construction, installation or modification of culverts, drainage pipes, pumping stations, floodgates, bioswales, detention and retention basins, and other stormwater management facilities.
- Roadway/Bridge Elevation: Mitigation measures to provide flood protection and stabilization measures for roads and bridges.
- Flood Protection Measures for Utility Systems: Mitigation actions to provide flood protection for water and sanitary sewer systems or other utility systems.

- Flood Diversion and Storage Measures: Flood diversion and storage projects are climate resilient mitigation actions. These projects involve diverting floodwaters from a stream, river or other body of water into a wetland, floodplain, canal, pipe, or other conduit (e.g., tunnels, wells) and storing them in aboveground reservoirs, floodplains, wetlands, green infrastructure elements or other storage facilities that allow for a controlled release to reduce the peak flows and velocities to mitigate flooding.
- Floodplain and Stream Restoration: These projects restore and enhance the floodplain, stream channel and riparian ecosystem's natural function. They provide baseflow recharge, water supply augmentation, floodwater storage, terrestrial and aquatic wildlife habitat by restoring the site's soil, hydrology and vegetation conditions that mimic the pre-development, or pre-alteration natural channel/floodplain connectivity. Floodplain and stream restoration projects typically encompass the restoration of the stream's active channel and streambanks, as well as the adjacent floodplain and riparian zones.
- Non-Localized Flood Risk Reduction: Non-localized flood risk reduction measures are those actions or projects that lessen the frequency or severity of flooding and decrease predicted flood damage within an area that is hydraulically linked or connected to a drainage basin that is regional in scale. These projects reduce flood hazards in areas larger than those of localized flood risk reduction projects and may include but are not limited to: The construction, demolition or rehabilitation of dams and weirs. Construction or modification of dikes, levees, floodwalls, seawalls, groins, jetties, breakwaters and stabilized sand dunes. Large-scale channelization of a waterway.
- Other: There are additional types of flood mitigation projects that do not fall under the categories listed on this section. Please describe the proposed mitigation project.

Are you proposing a Phased or Non-Phased flood control project? Please check the type of project that applies to your application.

- Phased Project: Allow for development of a Hydrology and Hydraulic (H&H) study to ensure feasibility and effectiveness. Phased projects may include but are not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.
- Non-Phased: Non-phased projects must be fully designed and compliant with EHP requirements.

Does the proposed project include land purchasing? Please specify if your project includes the purchasing of any



MITIGATION

Flood Control – Drainage Improvement Worksheet

property/land necessary to complete the project (e.g., purchasing of a lot to build a new pond) and provide a brief explanation.

Section IV – Historical Damage Information

1. ROADWAY/BRIDGES LOSS OF FUNCTION:

Road/Bridge Location: Please enter the address of the road/bridge that will benefit from this project.

Storm Name: Enter the name given to the natural hazard event when damage occurred.

Date of Flood Event: Enter the date of the historical flood event.

Estimated One-Way Traffic Trips per Day: Enter the total number of one-way daily trips. Daily one-way traffic trips can be estimated by roadside counters and tolls, or by estimates from State, county, parish, borough, township, or other local departments of transportation or public works agencies, or highway engineers. Estimates of daily one-way traffic trips can be obtained in writing from the relevant entity or person competent to determine the traffic count. The estimates should be dated and signed, be provided on the letterhead of the estimating official, and include the assumptions used in determining the estimated number of trips.

Additional Reroute Time to Avoid Flooded Area (hrs./days): Enter the estimated time, in hours or days, for taking a reroute to avoid the flooded area. Documentation sources could be online mapping services or from estimates from State, county, parish, borough, township, or other local departments of transportation or public works agencies, or highway engineers. For road or bridge losses that do not have an available detour, the number of daily trips is still based on the number of one-way trips, but the Additional Time per One-Way Trip should be 12 hours. Documentation should show clearly that no detour is available.

Number of Additional Miles for Reroute: Enter the number of additional miles when taking a reroute. Additional miles may be obtained using online mapping services, scaling the distance on a highway map, or by driving the detour route and using the vehicle odometer. Speed limit data can be obtained by a field visit. Both distance and speed limit data can be provided in writing from county, parish, borough, township, or other local departments of transportation and public works agencies, or highway engineers. The estimate should be dated and signed and be provided on the letterhead of the estimating official.

Road/Bridge Closure Duration (hrs./days): If the bridge/roadway has experienced closures in the past due to flooding events, enter the time, in hours or days, the roadway/bridge was closed.

2. BUILDING DAMAGES

Property Location: Enter the location of the residential or non-residential building for the associated damages being provided.

Storm Name: Enter the name given to the natural hazard event when damage occurred.

Date of Flood Event: Enter the date of historical flood event.

Flood Depth Above Finish Floor (feet): Provide an estimate of the flood depth above the Finish Floor. This information can be obtained from claims, damage assessment, high water marks, photos, etc.

Documented Losses (\$): Enter the estimated cost, in dollars, of the losses documented for the property due to the flooding event. The losses can include physical damages to the structure, content damages and/or the displacement cost experienced by the residents. Damage costs may be documented with Insurance claims, receipts from repair of flood damages, FEMA Public Assistance Worksheets, photos, property owner affidavit or other relevant source.

If people trapped, how long (hrs.)? Provide the duration, in hours, the residents were trapped due to the flooding event.

3. AVOIDED EMERGENCY MANAGEMENT COSTS

Emergency Location: Provide the location (address) where the emergency management costs were incurred.

Date of Event: Enter the date of historical flood event.

Emergency Expense Description: Describe any additional expenses incurred by the City or County while attending the emergency during the historic damage event. Documented expenses may include but are not limited to renting portable generators, chillers, sewage truck rental to clean up spills, overtime paid to personnel to attend the emergency, etc.

Expense Cost (\$): Enter the total cost of the additional expenses incurred by the County or City.

4. LOSS OF CRITICAL FUNCTION: A flood control project is expected to reduce floods risks to several facilities, including buildings, roads, and utilities. The following subsections provide guidance to better identify the benefits (avoided losses) that are expected with the implementation of the proposed project.

4.1. FIRE STATION

Property Location: Provide the location of the critical facility for the associated damages being provided.

How many people are served by the Fire Station? Enter the number of people served by the fire station. If only one fire station serves the entire population of a community, that number may be used. For larger communities with multiple fire stations, only the population directly served by the station being mitigated can be used. Documentation for the service population can come from the fire station, local planning office, or other creditable source.



MITIGATION

Flood Control – Drainage Improvement Worksheet

Does the fire station provide Emergency Medical Services (EMS)? Select “Yes” if the fire station provides EMS or has EMS trained personnel; Otherwise, select “No”.

Provide the address of the nearest fire station: The nearest fire station would serve as an alternative station to provide fire protection due to loss of function of the fire station being mitigated.

Provide the address of the nearest fire station with EMS: The nearest fire station would serve as an alternative station to provide EMS and fire protection due to loss of function of the fire station being mitigated. (If the nearest fire station also provides EMS, please provide same address).

Loss of Service/Function Duration (hrs./days): Enter the duration, in hours or days, the critical facility was not able to provide service/function in the past, due to flooding events.

4.2. POLICE STATION

How many people are served by this police station? Enter the number of people served by the police station. If only one police station serves the entire population of a community, that number may be used. For larger communities with multiple police stations, only the population directly served by the station being mitigated can be used. Documentation for the service population can come from the police station, local planning office, or other creditable source.

How many police officers work or report to this police station? Enter the number of sworn officers that work or report at this location.

How many police officers have a designated office space at this police station? Enter the number of police officers that have a designated office space at this police station. It is assumed that police officers with a designated office space would be restricted to perform their regular duties if the police station were shut down due to a disaster. This information is necessary to estimate the loss of function due to the increased crime caused by a reduction of police officers in service.

Loss of Service/Function Duration (hrs./days): Enter the duration, in hours or days, the critical facility was not able to provide service/function in the past, due to flooding events.

4.3. HOSPITAL

How many people are being served by this hospital? Enter the number of people being served by this hospital. Only the population directly served by the hospital being mitigated can be used. Documentation for the service population can come from the hospital, local planning office, or other creditable source.

Provide the address of the nearest hospital capable of providing the same type of service: Identify the nearest

hospital capable of providing similar services as the hospital being mitigated.

How many people are being served by the nearest hospital capable of providing the same type of service? Enter the number of people served by the nearest hospital capable of providing the same service. Only the population directly served by the alternative hospital can be used. Documentation for the service population can come from the alternative hospital, local planning office, or other creditable source.

Loss of Service/Function Duration (hrs./days): Enter the duration, in hours or days, the critical facility was not able to provide service/function in the past, due to flooding events.

4.4. UTILITY

Type of utility: From the dropdown menu options, select the type of utility(es) that will be mitigated by the proposed project.

- **Electrical Power:** Potential structures include but are not limited to power generation facilities, transmission (e.g., overhead, and underground transmission), distribution (e.g., overhead, and underground distribution).
- **Potable Water:** Potential structures include but are not limited to source structures, potable water treatment facilities, water storage structures, pumping stations, piping and appurtenances.
- **Wastewater:** Potential structures include but are not limited to gravity sewers, pumping stations, force mains, wastewater treatment facilities.
- **IT Services / Communications:** Potential structures include but are not limited to emergency communication towers, telecommunications, etc.
- **Other:** Describe type of utility to be mitigated. Documentation is required that shows the economic value of the service in terms of dollars per person per day. In these cases, the value of the service is typically determined by the utility company.

Number of customers directly served by utility system: Enter the number of the customers (people) directly connected to the location(s) that will be mitigated. The number of customers affected by the loss of service can be obtained from the entity, agency, or company providing the utility service. The documentation should be in the form of a letter from the utility on their letterhead. For multiple locations, specify the number of customers connected to each specific location.

Loss of Service/Function Duration (hrs./days): Enter the duration, in hours or days, the critical facility was not able to provide service/function in the past, due to flooding events.

4.5. OTHER

Specify Facility Name: Enter the name of the critical facility that will be mitigated.



MITIGATION

Flood Control – Drainage Improvement Worksheet

What is the Annual Operational Budget for this critical facility? Enter the annual budget for the critical facility that is being mitigated. Documentation should include the annual budget for the building that is being mitigated. If the building houses multiple local agencies, the cumulative budget should be used. Alternately, if the annual budget is for an entire school district and one of the buildings is being mitigated, documentation should include how the annual budget was calculated for the single school building.

H&H model results, enter the time, in hours or days, the roadway/bridge is expected to be closed to unsafe conditions (i.e., floodwaters above road > 6").

Professional Expected Damages AFTER Mitigation: The same scenario flood events as before mitigation should result in reduced damages due to the mitigation project being implemented. The after-mitigation damages should be estimated based on the level of protection provided by the project. For example, for a flood wall that protects 10 structures during the 100-year flood event, it could be assumed that there would no longer be damages to the structures below the 100-year level of protection but there may be some minor damages due to overtopping in a 500-year event.

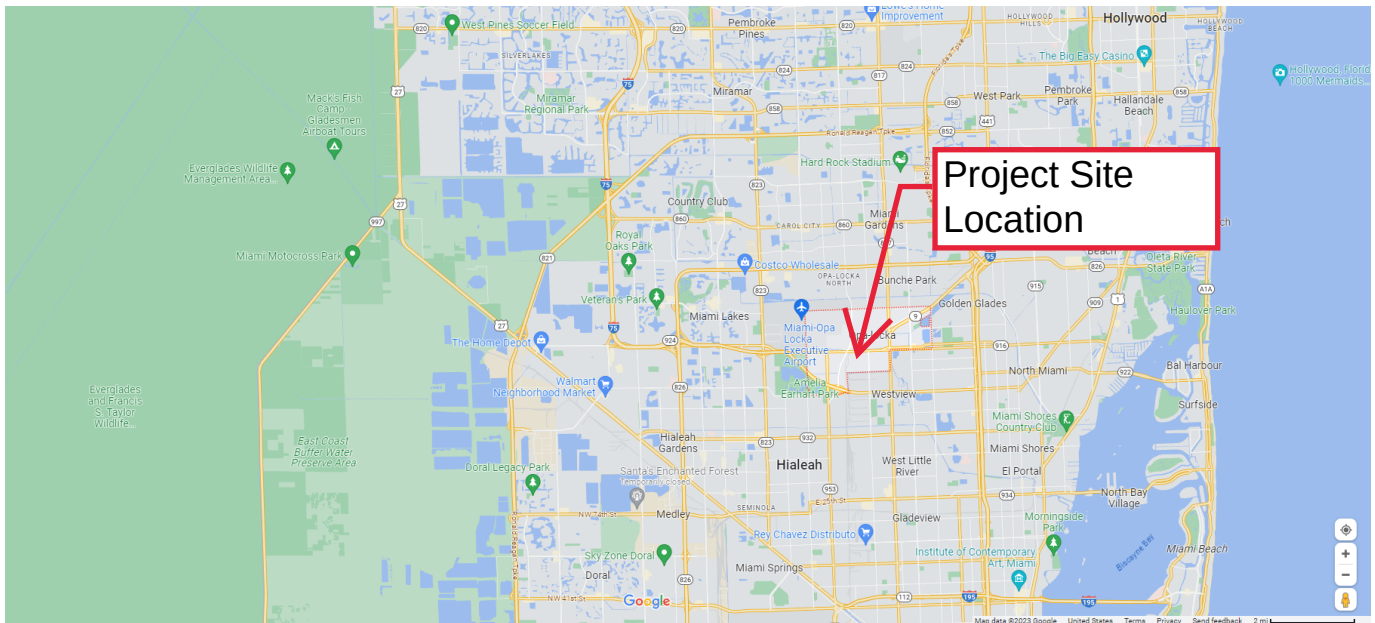
Section V – Professional Expected Damage Information

The industry standard analysis of professional expected damages is for a minimum of three (3) flood event scenarios to be modeled and presented. The modeled events must be different recurrences and are project specific, based on the H&H report and the level of protection the project will accomplish. Generally, more modeled scenarios lead to a more thorough understanding of the project and often more benefits that can be applied.

Professional Expected Damages BEFORE Mitigation: Before mitigation damages are based on existing conditions at the site. To demonstrate the flood risk, expected damages for certain severity events must be modeled (e.g., 10-year flood, 50-year flood, 100-year flood, etc.)

- Recurrence Interval: The recurrence interval (RI) is the frequency of event which is expected to cause flood damages at the project location.
- Estimated Structural Damage (\$): Dollar value of the estimated structural damages (i.e., the cost to repair or replace the damaged property such as foundation, walls, roof, etc.) expected, using results from the H&H BEFORE mitigation model. Damages estimates can be obtained using industry accepted depth damage functions (DDFs) or other reliable source.
- Estimated Content Damage (\$): Dollar value of the estimated content damages (i.e., the cost to repair or replace the damaged property such as flooring, HVAC, plumbing, etc.) expected, using results from the BEFORE mitigation H&H model. Damages estimates can be obtained using industry accepted depth damage functions (DDFs) or other reliable source.
- Displacement Cost (\$): Displacement costs occur when occupants (of residential, commercial, or public buildings) are displaced to temporary quarters while damage is repaired. These costs include rent and other monthly costs, such as furniture rental and utilities, and one-time costs, such as moving and utility hook-up fees. They can also include loss of business income for commercial buildings.
- Road Closures (hrs.): If a bridge/roadway is expected to experienced closures in as a result of the BEFORE mitigation

- Recurrence Interval: The recurrence interval (RI) is the frequency of event which is expected to cause flood damages at the project location. This recurrence intervals should match those used for the BEFORE mitigation estimates.
- Estimated Structural Damage (\$): Dollar value of the estimated structural damages (i.e., the cost to repair or replace the damaged property such as foundation, walls, roof, etc.) expected, using results from the H&H AFTER mitigation model. Damages estimates can be obtained using industry accepted depth damage functions (DDFs) or other reliable source.
- Estimated Content Damage (\$): Dollar value of the estimated content damages (i.e., the cost to repair or replace the damaged property such as flooring, HVAC, plumbing, etc.) expected, using results from the AFTER-mitigation H&H model. Damages estimates can be obtained using industry accepted depth damage functions (DDFs) or other reliable source.
- Displacement Cost (\$): Displacement costs occur when occupants (of residential, commercial, or public buildings) are displaced to temporary quarters while damage is repaired. These costs include rent and other monthly costs, such as furniture rental and utilities, and one-time costs, such as moving and utility hook-up fees. They can also include loss of business income for commercial buildings.
- Road Closures (hrs.): If a bridge/roadway is expected to experienced closures in as a result of the AFTER mitigation H&H model results, enter the time, in hours or days, the roadway/bridge is expected to be closed to unsafe conditions (i.e., floodwaters above road > 6").





Project Location Map



NW 135th St.



City of Opa-locka

Cairo Lane / NW 127th St.
Roadway Improvement Project



Cairo Lane

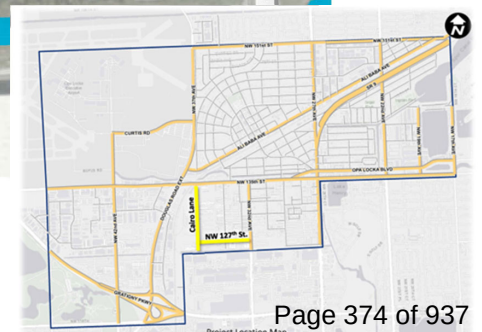
Alexandria Dr.

Port Said Rd.

NW 32nd Ave.

NW 127th St.

NW 127th St. Canal







NW 135th Street and Cairo Lane Facing South



Cairo Lane Facing South



Cairo Lane and NW 127th Street facing East



NW 127th Street and Alexandria Drive facing East



NW 32nd Ave and NW 127th Street facing West



NW 32nd Ave and NW 127th Street Canal facing North



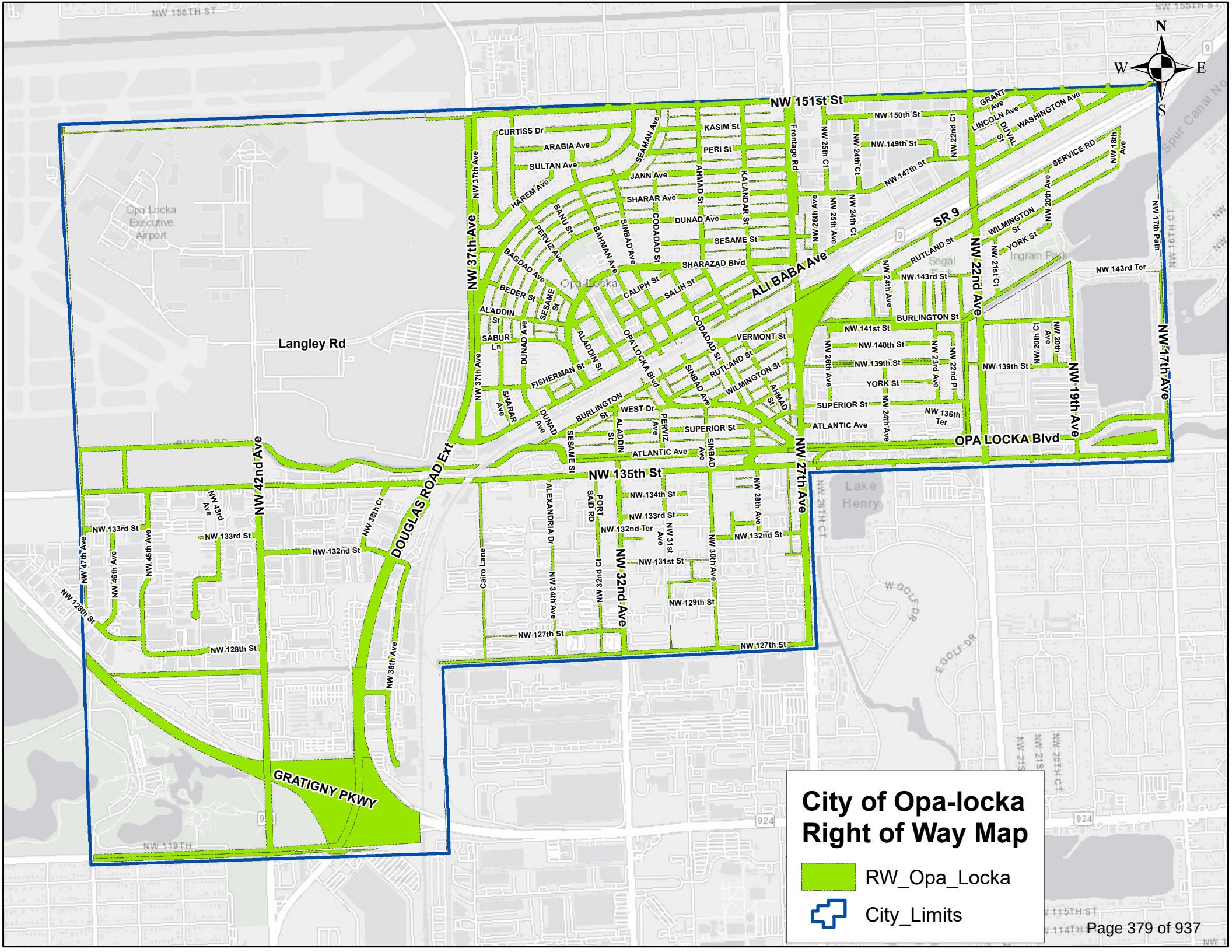
City of Opa-locka Cairo Lane Project

These three pictures depict the result of a regular rainy day in the areas of Cairo Lane



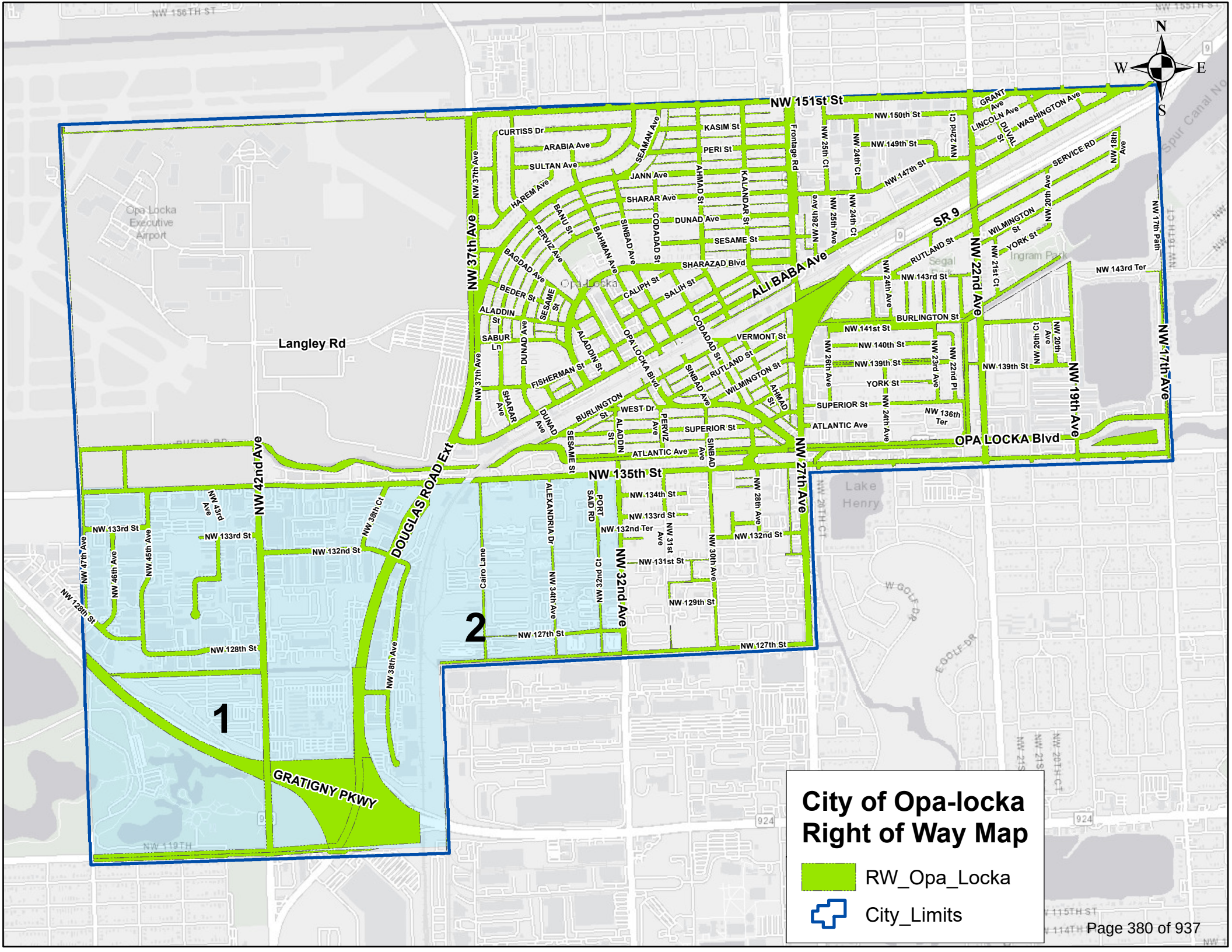
This picture demonstrates the amount of sediment and contamination from the area businesses that flow into an already contaminated canal which flows into the Biscayne Bay.





**City of Opa-locka
Right of Way Map**

-  RW_Opa_Locka
-  City_Limits



**City of Opa-locka
Right of Way Map**

 RW_Opa_Locka

 City_Limits



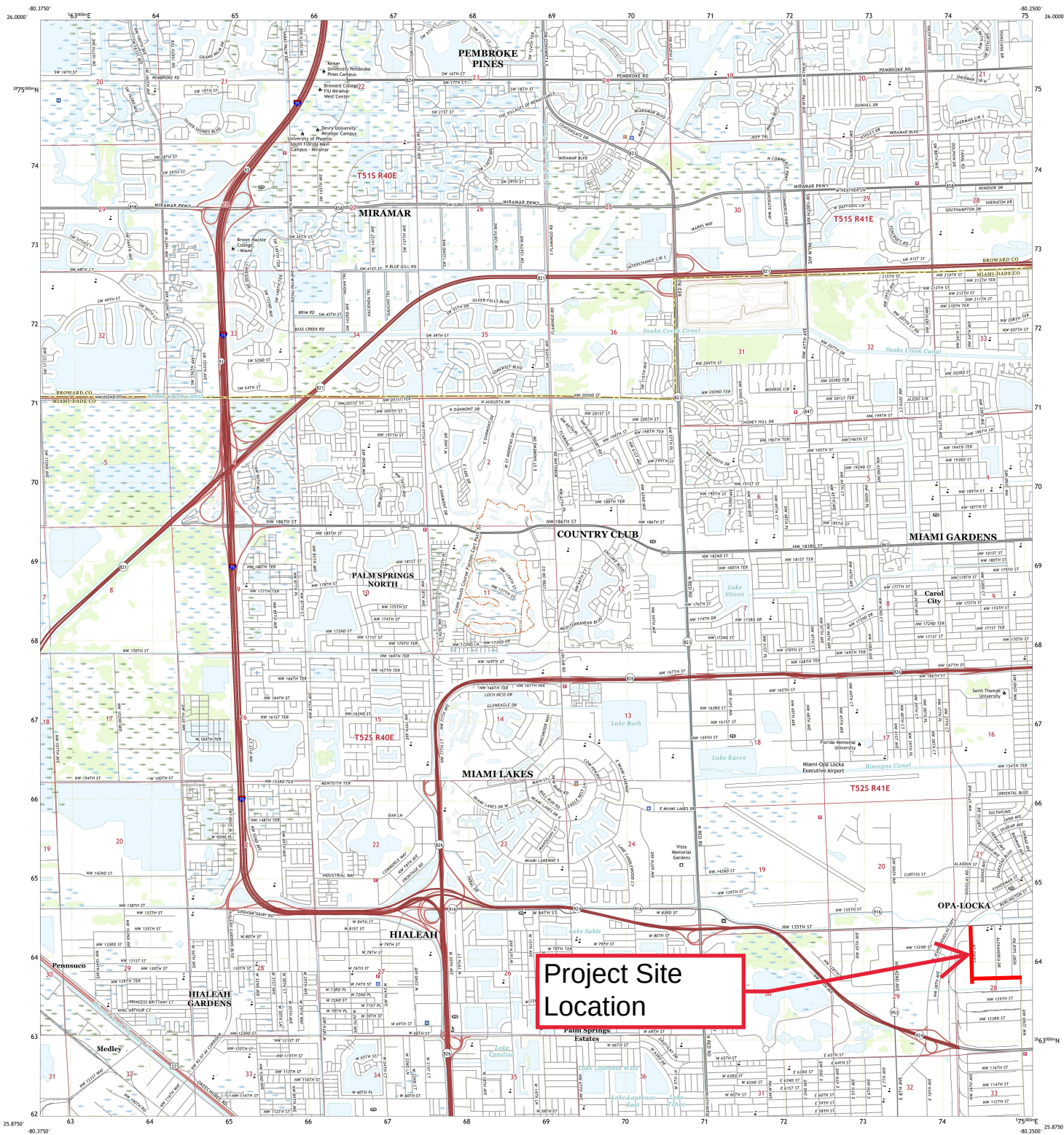
CITY OF OPA LOCKA FLORIDA



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



OPA-LOCKA QUADRANGLE
FLORIDA
7.5-MINUTE SERIES



Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)

World Geodetic System of 1984 (WGS84) Projection and

1:60,000 scale projection. Boundaries may be

generated for this map scale. Private lands within government

reservations may not be shown. Obtain permission before

entering private lands.

Imagery: NAD, November 2019 - December 2019

Source: U.S. Census Bureau, 2010

Hydrography: National Hydrography Dataset, 2010

Public Land Survey System: National Wetlands Inventory, 2010



SCALE 1:24,000

1 0.5 1 2

1000 500 0 500 1000 2000

FEET METERS

1 0.5 1 2

1000 500 0 500 1000 2000

FEET METERS

1 0.5 1 2

1000 500 0 500 1000 2000

FEET METERS



ROAD CLASSIFICATION
Expressway
Secondary Hwy
Ramp
Interstate Route
US Route
State Route

1	2	3
4	5	6
7	8	9

1 Cooper City SW
2 Cooper City
3 Fort Lauderdale South
4 Pompano
5 North Miami
6 Pompano NW
7 Wilmette
8 Miami

OPA-LOCKA, FL
2021

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF SAFETY HARBOR CONTRACT WITH STANTEC CONSULTING SERVICES, INC., TO CONDUCT AN IMPACT FEE UPDATE STUDY, IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00), IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to maintain a level of service for new growth in the City as it relates to water, sewer, road drainage, parks, and public safety services; and

WHEREAS, the City's Impact Fees are outdated and as a matter of public policy should be updated every five years; and

WHEREAS, the City of Safety Harbor previously awarded a contract to Stantec Consulting Services, Inc., to provide an Impact Fee Update Study (attached as exhibit "A"), pursuant to its Request For Proposals, RFP 2022-02, for a contract term that shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term"); and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Safety Harbor contract with Stantec Consulting Services, Inc. in order to benefit from already negotiated rates and enter into an agreement to provide an Impact Fee Update Study, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

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

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

Section 2. **Authorization.** The City Commission hereby authorizes the Interim City Manager to piggyback the City of Safety Harbor Contract with Stantec Consulting Services, Inc., to conduct an Impact Fee Update Study, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), in a form that is acceptable to the City Attorney

Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. **Effective Date.** This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____



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

Department Director:	Gregory D. Gay		Department Director Signature:				
City Manager:	Darvin E. Williams		CM Signature				
Commission Meeting Date:		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>	1st Reading X		2nd Reading	
		X	Public Hearing: <i>(Enter X in box)</i>	Yes X	No	Yes	No
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: N/A See Financial Impact section below		Advertising Requirement: <i>(Enter X in box)</i>	Yes X		No	
ILA Required: <i>(Enter X in box)</i>	Yes	No X	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: Planning & Community Development	City Manager			

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF SAFETY HARBOR CONTRACT WITH STANTEC CONSULTING SERVICES, INC., TO CONDUCT AN IMPACT FEE UPDATE STUDY, IN AN AMOUNT NOT TO EXCEED \$50,000 IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITAS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The City of Opa-locka desires to be maintain a level of service for new growth in the City as it relates to water, sewer, road drainage, parks, and public safety services. The City's Impact Fees are outdated and as a matter of public policy should be updated every five years. the City of Safety Harbor previously awarded a contact to Stantec Consulting Services, Inc., to provide an

Impact Fee Update Study (attached as exhibit "A"), pursuant to its Request For Proposals, RFP 2022-02, for a contract term that shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term"). The City Commission finds that it is in the best interest of the City to piggyback the City of Safety Harbor contract with Stantec Consulting Services, Inc. in order to benefit from already negotiated rates and enter into an agreement to provide an Impact Fee Update Study, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00).

Financial Impact

There is a positive financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this Resolution.

Attachment:

- Draft Resolution
- City of Safety Harbor Request for Proposals- No. 2022-02 (Exhibit A)
- City of Safety Harbor-Stantec Consulting Services, Inc Contract Agreement (Exhibit B)
- Stantec RFP Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE CITY OF SAFETY HARBOR CONTRACT WITH STANTEC CONSULTING SERVICES, INC., TO CONDUCT AN IMPACT FEE UPDATE STUDY, IN AN AMOUNT NOT TO EXCEED \$50,000 IN A CONTRACT FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITAS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka desires to be maintain a level of service for new growth in the City as it relates to water, sewer, road drainage, parks, and public safety services; and

WHEREAS, the City's Impact Fees are outdated and as a matter of public policy should be updated every five years; and

WHEREAS, the City of Safety Harbor previously awarded a contact to Stantec Consulting Services, Inc., to provide an Impact Fee Update Study (attached as exhibit "A"), pursuant to its Request For Proposals, RFP 2022-02, for a contract term that shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term"); and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of Safety Harbor contract with Stantec Consulting Services, Inc. in order to benefit from already negotiated rates and enter into an agreement to provide an Impact Fee Update Study, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

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

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL/DENIAL.

Approval/Denial of Development Agreement Request. The City Commission of the City of Opa-Locka, Florida hereby grants approval / denial authorizing the Interim City Manager to piggyback the City of Safety Harbor contract with Stantec Consulting Services, Inc., to conduct an impact fee update study, in an amount not to exceed \$50,000 in a contract form acceptable to the City Attorney

Section 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-Locka's Code of Ordinances, and the City of Opa-Locka Charter.

PASSED AND ADOPTED this ____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

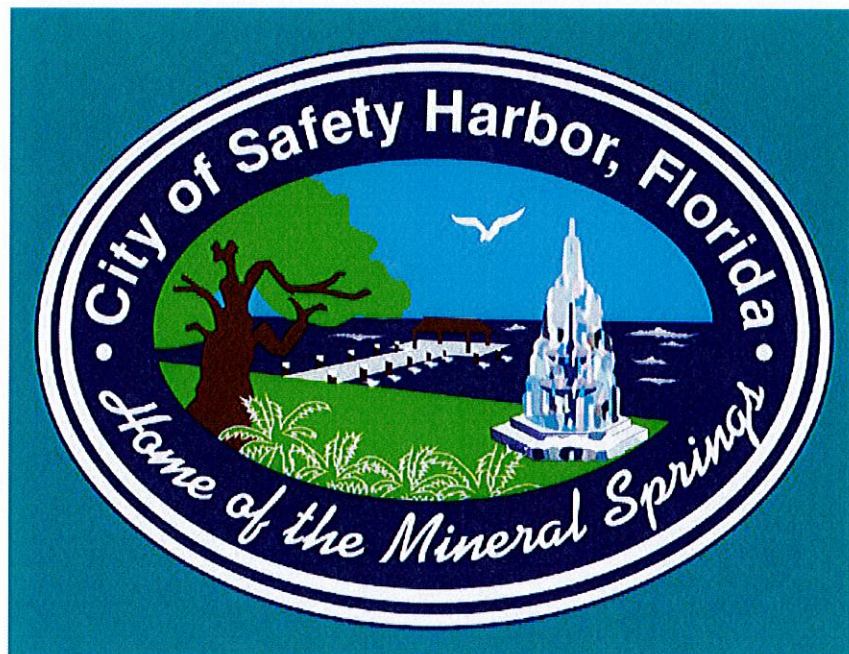
Seconded by: _____

VOTE:

Commissioner Williams	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Commissioner Bass	(Yes) _____	(No) _____
Vice Mayor Ervin	(Yes) _____	(No) _____
Mayor Taylor	(Yes) _____	(No) _____

SAFETY HARBOR IMPACT FEE UPDATE STUDY

RFP NO. 2022-02



**REQUEST FOR PROPOSALS
CITY OF SAFETY HARBOR
CITY COMMISSION**

AUGUST 10, 2022

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CITY OF SAFETY HARBOR

Section A Safety Harbor Impact Fee Update

REQUEST FOR PROPOSALS (RFP) PROCEDURES

The City of Safety Harbor, Florida is soliciting proposals from qualified consulting firms with experience in establishing and updating impact fees for local governments in Florida.

Sealed RFPs:

Please submit six (3) copies of the proposal in a sealed envelope, clearly identified as:

**REQUEST FOR PROPOSALS
RFP NO. 2022-02
“SAFETY HARBOR IMPACT FEE UPDATE STUDY”
3:00 PM MONDAY, SEPTEMBER 19, 2022**

Proposals should be mailed or otherwise delivered to:

**City of Safety Harbor
Rachael Telesca, City Clerk
750 Main Street
Safety Harbor, FL 34695**

Responses to this RFP are **due** no later than **3:00 pm, Monday, September 19, 2022**. Any responses to this RFP received after that date and time will be considered late and shall not be opened or considered. Any individual requiring special assistance must notify the City Clerk's Office in writing 48 hours in advance of the due date so that arrangements can be made.

SECTION B

SAFETY HARBOR IMPACT FEE UPDATE STUDY

SCOPE OF PROFESSIONAL SERVICES

Overview

The City of Safety Harbor, Florida is in Pinellas County, along the northwest edge of Old Tampa Bay and is part of the Tampa-St. Petersburg-Clearwater metro area. In 2021, the estimated population in the City of Safety Harbor was 17,340. The City of Safety Harbor operates under a Commission-Manager form of government. This type of municipal government is commonly called the council-manager form of government.

The City of Safety Harbor adopted impact fees over time, from 1976 to 1990. New development within the City of Safety Harbor is subject to adopted impact fees at time of platting or permitting. These include: 1) sewer; 2) sanitation; 3) public safety (fire); 4) library; 5) park; and, 6) parkland. Developments containing five (5) or more dwelling units are subject to a parkland impact fee. The public safety impact fees include three sub-fees (residential, industrial commercial, and institutional commercial). In addition, Pinellas County manages a county-wide Mobility Impact Fee system, including regular updates. Local governments in Pinellas County, including the City of Safety Harbor, participate in these updates and adopted a revised mobility fee ordinance in 2015. The Mobility Impact Fee is not being updated as part of this RFP. The sanitation impact fee update will be addressed under a separate RFP.

The City desires to retain the services of a consulting firm with experience establishing and updating impact fees for local governments in Florida.

Impact fees are subject to Section 163.31801, Florida Statutes (Florida Impact Fee Act). The City of Safety Harbor desires to update the impact fees for sanitation, public safety, library, park, and parkland to: 1) amend impact fee amounts by type; 2) add a procedure for applying impact fee credits; and, 3) update impact fee procedures to meet statutory requirements. A separate RFP (2022-03) is being issued for the sewer impact fee.

For further information about the City of Safety Harbor, you may visit [\(http://www.cityofsafetyharbor.com/\)](http://www.cityofsafetyharbor.com/).

SECTION 1. GENERAL SCOPE STATEMENT

The scope of services for the *Safety Harbor Impact Fee Update Study* is as follows:

1. *Documents to Consultant:* City staff will provide the Consultant a flash drive with a list of adopted impact fees, impact fee code sections, impact fee ordinances, permitting quarterly reports for the past two fiscal years, adopted city budgets for the past two fiscal years, impact fee revenue data for the last two fiscal years, and adopted impact fees for comparable communities in Pinellas County.
2. *Document Review:* The Consultant will review the provided documents.
3. *Virtual Kick Off Meeting:* The Consultant will meet with the City Manager, Finance Director, and City Attorney to review the project scope.

4. Draft Impact Fee Update Methodology Memo: The Consultant will prepare a draft memorandum summarizing the methodologies for the preparation of recommended changes to impact fees including 1) adopted impact fees in the City of Safety Harbor and in other comparable communities in Pinellas County; 2) description of the overall methodology; 3) summary of applicable statutory changes since the city's impact fees were adopted; and, 4) options for implementing impact fee credits.
5. Outreach to Builders/Contractors: City staff will create a web site to upload documents regarding the impact fee study and send information to contractors regarding the impact fee study update and City Commission meeting dates. The Consultant may be asked to assist with preparing such information.
6. Staff Virtual Meeting: The Consultant will meet with the City Manager, Finance Director, and City Attorney to review the draft memo and City Commission feedback, prior to drafting the impact fee update study.
7. Presentation: The Consultant will prepare a PowerPoint presentation for the City Commission workshop.
8. City Commission Workshop: The Consultant will present the draft memo to the City Commission.
9. Final Memo: The Consultant will finalize the memo.
10. Staff Review: Staff will provide feedback and authorize the preparation of the study.
11. Draft #1 Impact Fee Update Study: The Consultant will prepare a first draft Impact Fee Update Study documenting 1) adopted impact fees; 2) study methodology; 3) recommended impact fee methodology and/or rate modifications (excluding mobility), including the legal nexus for each modification; 4) suggested procedures to address statutory requirements such as phase-in of any impact fee increases recommended by the study; 5) and, recommended procedures to implement impact fee credits.
12. Draft #1 Study Review: Staff will review the first draft Impact Fee Update Study and provide comments to the Consultant.
13. Draft #2 Impact Fee Update Study: The Consultant will prepare the second draft Impact Fee Update Study reflecting staff comments.
14. Draft #2 Study Review: Staff will review the second draft Impact Fee Update Study and provide comments to the Consultant.
15. Ordinance Preparation: Staff and the City Attorney will prepare draft ordinances to implement the impact fee update.

16. *Additional Staff Virtual Meeting:* The Consultant will meet with the City Manager, Finance Director, and Community Development Director to prepare for the City Commission meeting.
17. *Presentation:* The Consultant will prepare a PowerPoint presentation for the City Commission meeting.
18. *City Commission Meeting:* The Consultant will attend one (1) City Commission meeting to present the Impact Fee Update Study.
19. *Final Impact Fee Update Study:* The Consultant will prepare the final Impact Fee Study Update.

SECTION 2: SUBMISSION REQUIREMENTS

Respondents should provide the following:

1. *Qualifications* – A statement of its qualifications and experience with respect to establishing and updating impact fees for local governments in Florida and related services in accordance with the specific tasks listed in Section 1.
2. *Project Team* - Identification of the specific consultants to be assigned to this project, their roles, a summary of their individual qualifications and experience, and detailed resumes for each.
3. *Project Approach* - A detailed task plan that addresses respondent's approach to the preparation of the impact fee update study.
4. *Fee and Time for Completion*
 - a. A fee proposal to conduct the *Safety Harbor Impact Fee Update Study* with identifying total hours and fee by task and for the total project.
 - b. Identify a schedule of hourly rates for the assigned consultants.
 - c. A statement as to the expected calendar time that will be required for completion of the Plan.
5. *Innovative Techniques or Methodology* - A discussion of any innovative techniques or methodology that you will use in this plan that have a proven history of providing responsive and cost-effective results on similar studies.
6. *Client References* – Client references for the firm and the individual consultants to be assigned to the project. Include name, title, organization, address, and telephone number.

SECTION 3. IMPACT FEE STUDY DELIVERABLES

1. The Consultant shall provide a draft methodology memorandum in Word format by e-mail (Section B, Item 4).
2. The Consultant shall prepare a workshop presentation in Powerpoint format by e-mail (Schedule B, Item 7).

3. The Consultant shall provide a final methodology memorandum in Word format by e-mail (Schedule B, Item 9).
4. The Consultant shall provide a draft #1 Impact Fee Update Study in Word format and maps in separate .pdf files (Section B 1, Item 11).
5. The Consultant shall provide a draft Impact Fee Update Study #2 in Word format, maps in separate .pdf files (Section B 1, Item 13).
6. The Consultant shall provide a final presentation (Section B 1, Item 17) in PowerPoint format by e-mail.
7. The Consultant shall attend up to four (4) virtual meetings with staff, one (1) site visit, one (1) community meeting, one (1) City Commission workshop, and one (1) City Commission meeting.
8. The Consultant shall provide a final Impact Fee Study in Word format, cost estimates in excel, and report maps in separate .pdf files (Section B 1, Item 19).

SECTION 4. SELECTION PROCESS

In order to ascertain which proposal and organization best meets the needs of the City, each proposal will be independently evaluated, according to prescribed evaluation criteria found in **Appendix A**, by an evaluation committee comprised of City staff. In the event that presentations are deemed necessary, respondents will be contacted in order to schedule a mutually agreeable date and time for the presentation. The evaluation committee does not have authority to award the contract. Only the City Commission has the authority to award the contract.

It is anticipated that a final decision on the firm to be selected will be made on October 17, 2022. All respondents will subsequently be contacted and advised of the Commission's decision.

Upon award, the selected respondent and the City shall be deemed to have entered into the *Agreement for Consultant Services*, attached as **Appendix B**. This document establishes the contract that will be created upon award and should be thoroughly understood prior to submission of a proposal in response to this RFP.

SECTION 5. TIME SCHEDULE

The time schedule is provided below:

<u>Date</u>	<u>Event</u>
August 10, 2022	RFP released
September 19, 2022	RFP proposals due
August 29, 2022	Proposals reviewed by City staff
September 26, 2022	Presentations from shortlisted Respondents (if requested)
October 17, 2022	City Commission authorizes award
October 20, 2022	Staff provides Consultant Notice-To-Proceed and background documents

November 18, 2022	Consultant completion of Scope items 1-4 (Documents to Consultant, Document Review, Virtual Kick Off Meeting, Draft Memo)
December 2022	Consultant Scope items 6-9 (Virtual Meeting, Presentation, City Commission Workshop, Final Memo)
January 2023-February, 2023	Consultant Scope Items 11-16 (Draft Study, Virtual Meeting, Draft Study 2)
March 20, 2023	Consultant Scope item 17-18 (Presentation, City Commission Meeting)
April 14, 2023	Consultant Scope item 19 (Final Study)

SECTION 6. COST OR PRICE SUMMARY

Respondent shall complete and submit a fee proposal as provided for in Section 7, Part E of this RFP.

SECTION 7. PROPOSAL REQUIREMENTS

Proposals shall be based on the above scope of services. Any modifications to or deviations from the scope of services shall be specifically stated in the response. Please review this RFP carefully to ensure your understanding of all City requirements prior to developing your proposal.

Please submit the following information in your proposal (in the order shown below) to assist in the selection process.

- Part A. A summary of your firm's proposed work plan, approaches to the project, and understanding of the project requirements.
- Part B. Why your firm is best qualified to provide the desired services.
- Part C. An exhibit showing the individuals comprising the project team. In conjunction with this, please provide a listing of similar projects handled by this project team. Provide at least three (3) recent client references, including name of jurisdiction, name of contact and telephone number.
- Part D. An exhibit showing your firm's ability to comply with the Time Schedule. If you cannot meet the Time Schedule, identify the time required to complete the work outlined in this RFP.
- Part E. Fee proposal for performance of the services requested by this RFP. The City does not intend that fee proposals submitted for this solicitation will be the total and final fee for this project, nor does the City intend this to be a bidding situation for professional services. The City understands that adjustments in the scope of services may be required. The City does intend that a fee proposal submitted as a result of this solicitation will be considered as part of the basis for selection of a

Consultant but may choose, in its sole and absolute discretion to negotiate fees with the successful respondent. The fee proposal should include not-to-exceed costs for the plan and should include all travel, food, and lodging costs, and other out-of-pocket costs, as these will not be reimbursed separately.

Part F. Any modifications in the City's scope or project emphasis that would, in your professional judgment, better serve the intent of the project.

Part G. Other information for consideration.

Each firm is asked to follow the above format in structuring its proposal. Back-up information (i.e., resumes, certifications, etc.) is welcome as a part of Part "G" (at your option).

Please also Provide a recent sample Impact Fee or Impact Update Study or similar study completed for a similar public entity.

Part H. Appendix C - Proposal Form
Appendix D – Sworn Statement on Public Entity Crimes

Part I. Exceptions to, or variances from, any portion of this solicitation, shall not be considered unless the proposer specifically identifies them in this section of its proposal. Exceptions are, however, strongly discouraged and may not be accepted by the City.

SECTION C GENERAL CONDITIONS

Respondents are required to submit proposals upon the conditions expressed in these instructions. In the case of a conflict between these General Conditions and the specific conditions set forth in Section B, the specific conditions shall control. The provisions of this RFP will be incorporated into any resulting contract as if every detail of the RFP Documents were stated therein. The "RFP Documents" shall constitute all documents released by the City as a part of this RFP, including any addenda released following the initial issuance of this RFP.

1. RESPONDENT'S ABILITY:

It is the intent of the City to award a contract for this work to a respondent whose experience, skill, and financial resources are fully equipped to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any respondent shall be prepared to submit an attested statement of his or her ability, financial status, and history.

2. PROHIBITED INTERESTS

No Member of or Delegate to Congress, City Commissioner, or City Employee shall be permitted any share or benefit that may arise from this RFP. No official, employee, architect, attorney, engineer, or inspector authorized by the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this RFP shall become directly or indirectly interested personally in this RFP, or the resulting contract or in any part thereof, or to any subcontract, insurance contract, or any other contract pertaining to the services sought by this RFP.

3. RESPONDENT'S OBLIGATION OF EXAMINATION

All of the conditions known to affect the performance of the work have been described in the RFP Documents. Upon written request within the time period for questions, additional information pertaining to existing conditions in the possession of the City will be provided to the Respondents. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Respondents are required to examine the RFP Documents and any other information that may be on file in the offices of the City. Ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this RFP as a result of a failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the selected respondent to fulfill in every detail all the requirements of the RFP Documents or will be accepted as a basis for any claims whatsoever for extra compensation.

4. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in Appendix A to this RFP.

Award of the contract will be to the respondent who has submitted the most responsive and responsible proposal as determined by the City Commission, in its sole and absolute discretion. The City Commission's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified respondent.

5. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the respondent that it has made itself familiar with, and shall at all times observe and comply with federal, state, and local laws, ordinances, codes, and regulations, which may bear on the services procured by this RFP. No plea of misunderstanding will be considered on account of ignorance thereto. The Respondent shall indemnify and save harmless the City and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations, whether by itself, its employees, subcontractors, or agents.

6. PREPARATION OF PROPOSALS AND SIGNATURE BY AUTHORIZED REPRESENTATIVES

The respondent's proposal shall be submitted as required by the RFP Documents in accordance with these instructions. The proposals must be complete in every detail. All unit item costs must be stated in numerical figures, the total cost for each unit item quantity calculated and stated in numerical figures, the lump sum stated in numerical figures, and the grand total for all items proposed computed and stated in numerical figures. The City reserves the right to correct any apparent error resulting from erroneous multiplication or addition before awarding a contract.

An authorized representative of the company shall complete and sign the Proposal Form as set forth in Appendix C.

A corporation or other company or entity must name the state of incorporation and specify whether it is authorized to do business in the State of Florida. The proposal must be signed in the name of, and under the seal of, the corporation, by a duly authorized officer or agent of the corporation. Such officer or agent must present legal evidence that they have lawful authority to sign the proposal and that the signature is binding upon the corporation and that the corporation has a legal existence. In the event that any corporation, organized and doing business under the laws of any foreign state, is awarded this RFP, such corporation shall present evidence that it is registered and authorized to do business in the State of Florida.

7. REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The City reserves the right to reject any or all proposals at any time in its sole and absolute discretion. Nothing contained herein shall be deemed to give any respondent a property interest in this RFP or any expectation of an award.

The City further reserves the right to waive any irregularity, variance or informality, whether technical or substantial in nature, and to accept or reject any part of a proposal, in its sole and absolute discretion.

8. INQUIRIES AND ADDENDA

Each respondent shall examine the RFP Documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to this RFP shall be made in writing to the City's Community Development Director by October 5, 2022.

Marcie Stenmark
750 Main Street
Safety Harbor, FL 34695

Phone: 727-724-1555 ext. 1702
Email: mstenmark@cityofsafetyharbor.com

The City shall not be responsible for oral interpretations given by any City employee, representative, or others, other than the City's Community Development Director. The issuance of a written addendum is the only method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, the City will attempt to notify all prospective respondents who have requested a copy of the RFP. However, it shall be the responsibility of each respondent, prior to submitting a response, to contact the City of Safety Harbor's Community Development Department (727-724-1555) to determine if addenda were issued and to make such addenda a part of the response.

9. INSURANCE REQUIREMENTS

A. General

As part of its proposal, the respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the respondent. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the respondent's interests or liabilities, but are merely minimums.

If requested by the City, the respondent shall furnish complete copies of the respondent's insurance policies, forms and endorsements. Except for workers' compensation, the respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

i. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

ii. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

iii. Workers Compensation Coverage

The respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

The respondent shall also purchase any other coverage required by law for its employees.

iiii. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. Insurance of the Respondent Primary

Insurance required of the respondent shall be considered primary.

10. PUBLIC INSPECTION/EXAMINATION OF PROPOSALS

Proposals are public record under Florida law. However, Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier, pursuant to § 119.071(1)(b)2, Florida Statutes. In the event the City decides to reject all proposals and determines to reissue the competitive solicitation, proposals will not be available for public

inspection until the City notices an intended decision concerning the reissued solicitation, or twelve (12) months have passed from the initial rejection of all bids, pursuant to § 119.071(1)(b)3, Florida Statutes. Respondents shall clearly mark each page of its proposal that contains trade secrets or other information which the Respondent believes is exempt from disclosure pursuant to Article I, Section 24 of the Florida Constitution and Chapters 119 and 286, Florida Statutes (commonly referred to as the “Sunshine Laws”). If a Responder fails to clearly mark such information, or marks its entire proposal as a confidential trade secret, the City will be under no obligation to treat such information as confidential or exempt under the Sunshine Laws. Evaluation and disclosure of information marked according to the requirements of this section will be determined by the City in its sole and absolute discretion and in accordance with the Florida laws, rules and regulations.

11. ACCEPTANCE OF PROPOSALS

The signed proposal shall be considered an offer on the part of the Respondent; such offer shall be deemed accepted upon award of the contract by the City Commission. Upon award, Respondent and City shall execute the contract set forth in Appendix B.

APPENDIX A

SAFETY HARBOR IMPACT FEE UPDATE STUDY

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Consultant experience with the implementation and/or updating of impact fees	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: Three (3) required	10
Cost of proposal	10

APPENDIX B

AGREEMENT

This Agreement ("Agreement") is entered into on this ___ day of ____, 2022 by and between **the City of Safety Harbor, Florida**, a municipal corporation whose address is 750 Main Street, Safety Harbor, Florida 34695 (the "City") and _____, a _____ with its principal place of business located at _____ ("Contractor")(collectively "the Parties").

WHEREAS, the City issued a request for proposals, RFP 2022-02, from interested parties regarding the *Safety Harbor Impact Fee Update Study* on _____ (the "RFP"); and

WHEREAS, the Contractor timely submitted a response to the RFP on _____, 2022 (the "Contractor's Response"); and

WHEREAS, the City Commission awarded this Agreement to the Contractor at its duly held public meeting on _____, 2022 (the "Effective Date") for an amount not to exceed \$_____ (the "Contract Total"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS – The above recitals are true and accurate and incorporated into this Agreement by reference.

2. DOCUMENTS – "Contract Documents" shall mean and refer to this Agreement, the RFP, and any exhibits attached thereto including all duly executed addenda (collectively attached hereto as **Exhibit "A"**), and Contractor's Response (attached as **Exhibit "B"**). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting the Contract Documents and resolving any ambiguities or conflicts between the Contract Documents, this Agreement shall control, followed by Exhibit A, and finally Exhibit B.

3. CONTRACT TERM - The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term").

4. CONTRACT TIME. Contractor shall begin Work upon the City issuing the Purchase Order or a "Notice to Proceed" to Contractor and shall perform the Work in accordance with the Time Schedule set forth in the RFP ("Contract Time").

5. SCOPE OF WORK – Contractor shall perform all work and services set forth in the RFP in accordance with all specifications, requirements, and conditions set forth in the Contract Documents (the "Work"). Contractor acknowledges that it has read all specifications for the Work and understands them. The Parties acknowledge and agree that the scope of services for the Work is a general guide of the minimum requirements and is not intended to be a complete or comprehensive list of all requirements necessary to complete the Work. Contractor shall provide

services of first quality, and all Work must be in accordance with customary standards of the various trades and industries involved in the Work. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The City will communicate directly with Contractor and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Work. The City specifically reserves the right to contract with other entities for the Work described in the Contract Documents or for similar work if it deems, in its sole and absolute discretion, such action to be in the City's best interest.

6. COMPLIANCE WITH LAWS - Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Work and Contractor's services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Work.

7. CHANGES TO WORK – The Contract Documents may only be modified by written agreement of the Parties. The City Manager, or his designee, is authorized to make changes to this Agreement, but only if such change is in writing, is within the scope of the Work, and does not serve to increase the Contract Total, the Contract Time, or change the scope of services. If any change would cause an increase or decrease in the Contract Total or Contract Time, Contractor shall notify the City within ten (10) days in writing. In the case of an increase to the Contract Total or Contract Time, the written notice shall state in all capital, bold letters that the City's written order would result in an increase in the Contract Total and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and a detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by the City Commission at a duly noticed public meeting prior to performing any work or incurring any costs for any work contemplated by a change which would increase the Contract Total or Contract Time. Contractor shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement except for those changes which would increase the Contract Total. Any instructions, written or oral, given to Contractor by someone other than the City Manager that represent a change in the work related to the Work or any of its terms, will not be considered as an authorized change. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any compensation for such work.

8. PAYMENT – In consideration of Contractor's faithful performance of the Work, the City agrees to pay Contractor up to the Contract Total for work performed in accordance with this Agreement. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.74, Florida Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City is tax exempt and will provide its tax exempt certificate upon request.

9. NON-APPROPRIATION - In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

10. DELAY IN PERFORMANCE – Time is of the essence. If the Work and all deliverables associated therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.
- b. *Unavoidable Delay.* If the work on the Work is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include,

but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.

- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Work. Failure to submit the notice of claim strictly in accordance with the provisions of this Agreement shall bar any claim of Contractor.

11. TERMINATION - This Agreement may be terminated with or without cause in accordance with the provisions below. Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by or on behalf of Contractor in connection with this Agreement shall become the property of the City, whether the Work is completed or not, and shall be delivered to the City within fifteen (15) days of the receipt of notice of termination, however terminated. The City may withhold any payments due to Contractor until Contractor complies with the provisions of this Agreement.

a. *Without Cause.* For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to the City its costs to be paid on work performed in accordance with the Contract Documents up to the time of termination. If Contractor has any property belonging to the City in its possession, Contractor shall account for the same and dispose of it as directed by the City or return it to the City.

b. *With Cause.* The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the City and give the City thirty (30) days' written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract Documents, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract Documents.

12. REPROCUREMENT UPON TERMINATION - If this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

13. NOTICE OF CLAIM – In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to the City any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

14. INDEMNITY – Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

15. PUBLIC RECORDS – Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed

the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (727) 724-1555 x 1405

E-mail address: rtelesca@cityofsafetyharbor.com

Mailing Address: 750 Main Street, Safety Harbor, Florida, 34695

16. INSURANCE – Before beginning any work under this Agreement, and until final acceptance of the Work by the City, the Contractor shall procure and maintain comprehensive general liability insurance, at Contractor's sole expense, with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury liability and minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for property damage liability. The City shall be named as an additional insured on all such policies. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office. Proof of insurance, including a certificate of insurance showing the City as an additional insured on all required policies, must be provided to the City prior to beginning any work under this Agreement.

17. ASSIGNMENT – The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of

its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Notwithstanding the foregoing, the City may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of the City or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

18. ATTORNEY'S FEES — In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

19. NOTICES – All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the City:

Matthew Spoor, City Manager
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695

If to Contractor:

Attn: _____

With required copy to:
Nikki C. Day, B.C.S.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20. ENTIRE AGREEMENT – The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

21. MODIFICATIONS - This Agreement may not be amended or modified except in writing, executed by the Parties.

22. NO THIRD PARTY BENEFICIARIES - This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

23. CONTROLLING LAW AND VENUE – The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under the Contract Documents shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

24. WAIVER - No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contract Documents, or of any rights or remedies to which either party may be entitled to on account of any such default or failure to perform.

25. HEADINGS AND SECTION REFERENCES - The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

26. MUTUAL DRAFTING - This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

27. SEVERABILITY – If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

28. AUTHORIZATION – The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

29. COUNTERPARTS- This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

30. ELECTRONIC SIGNATURES- This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS THEREOF, Contractor and the City have executed and delivered this Agreement as of the Effective Date.

CITY OF SAFETY HARBOR, FLORIDA

By: _____
Print Name: _____
Title: _____

Attest: _____
City Clerk

Approved as to form: _____
City Attorney

Agreed to and accepted by:

Signed in the presence of

CONTRACTOR

Printed Name: _____

By: _____
Print Name: _____
Title: _____

Printed Name: _____

APPENDIX C

**CITY OF SAFETY HARBOR, FLORIDA
PROPOSAL FORM**

SAFETY HARBOR IMPACT FEE UPDATE STUDY

RFP NO. 2022-02

Firm Name

Home Office Address

City, State

Telephone Number

Address: Branch office servicing City of Safety Harbor (other than above)

Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

Signature

Witness Signature

Typed Name & Title of Above Signatory

Witness Signature

APPENDIX D

**CITY OF SAFETY HARBOR, FLORIDA
SAFETY HARBOR IMPACT FEE STUDY**

RFP NO. 2022-02

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement). _____
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has

been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

6. Based upon information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting the sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before by means of () physical presence or () online notarization, this ____ day of _____, 2022, by _____, who () is personally known to me or () produced _____ as identification.

Notary Public
My commission expires:

APPENDIX B

AGREEMENT

This Agreement ("Agreement") is entered into on this 25th day of October, 2022 by and between **the City of Safety Harbor, Florida**, a municipal corporation whose address is 750 Main Street, Safety Harbor, Florida 34695 (the "City") and Stantec, a _____ with its principal place of business located at 777 S. Harbor Island Blvd. Ste. 600 ("Contractor") (collectively "the Parties").
Tampa, FL

WHEREAS, the City issued a request for proposals, RFP 2022-02, from interested parties regarding the *Safety Harbor Impact Fee Update Study* on 8/10/22 (the "RFP"); and

WHEREAS, the Contractor timely submitted a response to the RFP on 9/19/22, 2022 (the "Contractor's Response"); and

WHEREAS, the City Commission awarded this Agreement to the Contractor at its duly held public meeting on October 17, 2022 (the "Effective Date") for an amount not to exceed \$ 49,307.00 (the "Contract Total"); and

WHEREAS, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. RECITALS – The above recitals are true and accurate and incorporated into this Agreement by reference.

2. DOCUMENTS – "Contract Documents" shall mean and refer to this Agreement, the RFP, and any exhibits attached thereto including all duly executed addenda (collectively attached hereto as **Exhibit "A"**), and Contractor's Response (attached as **Exhibit "B"**). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting the Contract Documents and resolving any ambiguities or conflicts between the Contract Documents, this Agreement shall control, followed by Exhibit A, and finally Exhibit B.

3. CONTRACT TERM - The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Work (as defined below) is fully and finally completed to the satisfaction of the City (the "Contract Term").

4. CONTRACT TIME. Contractor shall begin Work upon the City issuing the Purchase Order or a "Notice to Proceed" to Contractor and shall perform the Work in accordance with the Time Schedule set forth in the RFP ("Contract Time").

5. SCOPE OF WORK – Contractor shall perform all work and services set forth in the RFP in accordance with all specifications, requirements, and conditions set forth in the Contract Documents (the "Work"). Contractor acknowledges that it has read all specifications for the Work and understands them. The Parties acknowledge and agree that the scope of services for the Work is a general guide of the minimum requirements and is not intended to be a complete or comprehensive list of all requirements necessary to complete the Work. Contractor shall provide

services of first quality, and all Work must be in accordance with customary standards of the various trades and industries involved in the Work. Contractor shall enforce strict discipline and good order among its employees, subcontractors, representatives, agents, and any others carrying out the Work. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The City will communicate directly with Contractor and shall have no authority to direct, oversee, or instruct Contractor's employees, subcontractors, or materialmen, or any other individuals performing work on the Work. The City specifically reserves the right to contract with other entities for the Work described in the Contract Documents or for similar work if it deems, in its sole and absolute discretion, such action to be in the City's best interest.

6. COMPLIANCE WITH LAWS - Contractor shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Work and Contractor's services under the Contract Documents. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from the Contract Documents shall not relieve Contractor of its obligations to comply with all laws fully and completely. Upon request, Contractor shall furnish to the City certificates of compliance with all such laws, orders and regulations. Contractor shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Work.

7. CHANGES TO WORK – The Contract Documents may only be modified by written agreement of the Parties. The City Manager, or his designee, is authorized to make changes to this Agreement, but only if such change is in writing, is within the scope of the Work, and does not serve to increase the Contract Total, the Contract Time, or change the scope of services. If any change would cause an increase or decrease in the Contract Total or Contract Time, Contractor shall notify the City within ten (10) days in writing. In the case of an increase to the Contract Total or Contract Time, the written notice shall state in all capital, bold letters that the City's written order would result in an increase in the Contract Total and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and a detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by the City Commission at a duly noticed public meeting prior to performing any work or incurring any costs for any work contemplated by a change which would increase the Contract Total or Contract Time. Contractor shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement except for those changes which would increase the Contract Total. Any instructions, written or oral, given to Contractor by someone other than the City Manager that represent a change in the work related to the Work or any of its terms, will not be considered as an authorized change. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any compensation for such work.

8. PAYMENT – In consideration of Contractor's faithful performance of the Work, the City agrees to pay Contractor up to the Contract Total for work performed in accordance with this Agreement. All invoices shall be submitted in accordance with the Florida Prompt Payment Act, section 218.74, Florida Statutes. All payments shall be due on the date established by the Florida Prompt Payment Act. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City is tax exempt and will provide its tax exempt certificate upon request.

9. NON-APPROPRIATION - In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the City shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.

10. DELAY IN PERFORMANCE – Time is of the essence. If the Work and all deliverables associated therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. *Force Majeure.* Neither party shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, pandemic, epidemic, governmental act, law, ordinance, rule, order or regulation, or events which are not the fault or are beyond the control of the party, provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this Agreement. For the avoidance of doubt, Force Majeure shall not include (1) financial distress or the inability of either party to make a profit or avoid a financial loss; (2) changes in market prices or conditions; or (3) a party's financial inability to perform its obligations hereunder. The obligations of the party affected by the event of Force Majeure (the "Affected Party") shall be suspended, to the extent that those obligations are affected by the event of Force Majeure, from the date the Affected Party first gives notice in respect of that event of Force Majeure until cessation of that event of Force Majeure (or the consequences thereof). The Affected Party shall use commercially reasonable efforts to resume, with the shortest possible delay, compliance with obligations under this Agreement. Upon the cessation of the event of Force Majeure, the Affected Party shall promptly give notice to the other party of such cessation. If an event of Force Majeure shall continue for more than thirty (30) consecutive calendar days, then the other party shall have the right to terminate this Agreement without penalty.
- b. *Unavoidable Delay.* If the work on the Work is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include,

but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.

- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Work. Failure to submit the notice of claim strictly in accordance with the provisions of this Agreement shall bar any claim of Contractor.

11. TERMINATION - This Agreement may be terminated with or without cause in accordance with the provisions below. Upon termination of this Agreement, however terminated, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by or on behalf of Contractor in connection with this Agreement shall become the property of the City, whether the Work is completed or not, and shall be delivered to the City within fifteen (15) days of the receipt of notice of termination, however terminated. The City may withhold any payments due to Contractor until Contractor complies with the provisions of this Agreement.

a. *Without Cause.* For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause upon thirty (30) days' written notice to Contractor. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, Contractor shall promptly submit to the City its costs to be paid on work performed in accordance with the Contract Documents up to the time of termination. If Contractor has any property belonging to the City in its possession, Contractor shall account for the same and dispose of it as directed by the City or return it to the City.

b. *With Cause.* The City may terminate this Agreement with cause at any time immediately upon written notice to Contractor, if: (1) Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) Contractor fails to perform in the manner called for in the Contract Documents; or (3) Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Contractor may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the City and give the City thirty (30) days' written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, Contractor may not terminate this Agreement. In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of the Contract Documents, such waiver by the City shall only be valid if set forth in writing and shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract Documents.

12. REPROCUREMENT UPON TERMINATION - If this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

13. NOTICE OF CLAIM – In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to the City any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

14. INDEMNITY – Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Contractor's liability hereunder shall include all attorneys' fees and costs incurred by the City in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Contractor against the City and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

15. PUBLIC RECORDS – Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this Agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed

the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if Contractor does not transfer the records to the City in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the City, Contractor shall transfer, at no cost, to the City, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the City, Contractor shall keep and maintain the Public Records required by the City to perform the work contemplated by this Agreement. If Contractor transfers all Public Records to the City pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City and provide the City with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology of the City. If Contractor does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City may pursue any and all remedies available in law or equity including, but not limited to, specific performance.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (727) 724-1555 x 1405

E-mail address: rtelesca@cityofsafetyharbor.com

Mailing Address: 750 Main Street, Safety Harbor, Florida, 34695

16. INSURANCE – Before beginning any work under this Agreement, and until final acceptance of the Work by the City, the Contractor shall procure and maintain comprehensive general liability insurance, at Contractor's sole expense, with minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for bodily injury liability and minimum limits of \$500,000 per occurrence and \$1,000,000 aggregate for property damage liability. The City shall be named as an additional insured on all such policies. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office. Proof of insurance, including a certificate of insurance showing the City as an additional insured on all required policies, must be provided to the City prior to beginning any work under this Agreement.

17. ASSIGNMENT – The rights and obligations of Contractor may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. Contractor may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Contractor's assignee or subcontractor fails to perform in accordance with the terms of

its assignment or subcontract, Contractor shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional cost to the City. In the event of any noncompliance by any assignee or subcontractors, Contractor shall be directly and wholly responsible for the noncompliance of its assignee or subcontractor and shall bear all attributable costs. Notwithstanding the foregoing, the City may assign its rights and obligations under the Contract Documents to any successor to the rights and functions of the City or to any governmental agency to the extent required by applicable laws or governmental regulations or to the extent the City deems necessary or advisable under the circumstances.

18. ATTORNEY'S FEES — In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Contractor all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

19. NOTICES – All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the City:

Matthew Spoor, City Manager
City of Safety Harbor
750 Main Street
Safety Harbor, FL 34695

With required copy to:
Nikki C. Day, B.C.S.
Bryant Miller Olive P.A.
One Tampa City Center, Suite 2700
Tampa, FL 33602

If to Contractor:

Attn: Andrew Burnham
Stantec
777 S. Harbour Island Blvd., Suite 600
Tampa, FL 33602

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

20. ENTIRE AGREEMENT – The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

21. MODIFICATIONS - This Agreement may not be amended or modified except in writing, executed by the Parties.

22. NO THIRD PARTY BENEFICIARIES - This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties

23. CONTROLLING LAW AND VENUE – The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under the Contract Documents shall lie solely in the courts located in Pinellas County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Tampa Division.

24. WAIVER - No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contract Documents, or of any rights or remedies to which either party may be entitled to on account of any such default or failure to perform.

25. HEADINGS AND SECTION REFERENCES - The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

26. MUTUAL DRAFTING - This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

27. SEVERABILITY – If any one or more of the provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though that portion had never been a part thereof.

28. AUTHORIZATION – The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.

29. COUNTERPARTS- This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

30. ELECTRONIC SIGNATURES- This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

IN WITNESS THEREOF, Contractor and the City have executed and delivered this Agreement as of the Effective Date.

CITY OF SAFETY HARBOR, FLORIDA

By: [Signature]
Print Name: Joseph Ayoub
Title: Mayor

Attest: [Signature]
City Clerk

Approved as to form: [Signature]
City Attorney

Agreed to and accepted by:

Signed in the presence of

[Signature]
Printed Name: Carl Ferraro

[Signature]
Printed Name: Geri Reese

CONTRACTOR

By: [Signature]
Print Name: Andreus Bursakian
Title: Vice President

APPENDIX C

CITY OF SAFETY HARBOR, FLORIDA
PROPOSAL FORM

SAFETY HARBOR IMPACT FEE UPDATE STUDY

RFP NO. 2022-02

Stantec Consulting Services Inc.

Firm Name

10220 103 Ave NW Suite 400

Home Office Address

Edmonton, AB T5J 0K4, Canada

City, State

813-223-9500

Telephone Number

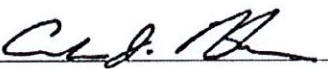
777 S. Harbour Island Blvd., Suite 600, Tampa, FL 33602-5729

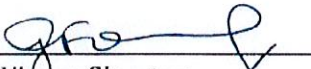
Address: Branch office servicing City of Safety Harbor (other than above)

Andrew J. Burnham, Vice President 904-631-5109

Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.


Signature


Witness Signature

Andrew J. Burnham, Vice President

Typed Name & Title of Above Signatory


Witness Signature

APPENDIX D

CITY OF SAFETY HARBOR, FLORIDA
SAFETY HARBOR IMPACT FEE STUDY

RFP NO. 2022-02

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Safety Harbor, Florida
(Print name of the public entity)
by Andrew J. Burnham, Vice President
(Print individual's name and title)
for Stantec Consulting Services Inc.
(Print name of entity submitting sworn statement)
whose business address is 777 S. Harbour Island Blvd., Suite 600
Tampa, FL 33602-5729
and (if applicable) its Federal Employer Identification Number (FEIN) is 11-2167170
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has

been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

6. Based upon information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting the sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

C. J. H.
Signature

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before by means of (☒) physical presence or (☐) online notarization, this 19th day of September, 2022, by Andrew Burnham who (☒) is personally known to me or (☐) produced _____ as identification.

Gerri L. Reese
Notary Public
My commission expires:





CITY OF SAFETY HARBOR (THE CITY)
SAFETY HARBOR, FLORIDA
SOLICITATION, OFFER AND AWARD FORM
REQUEST FOR PROPOSAL (RFP)

1. SOLICITATION #: RFP-2022-02		4. BRIEF DESCRIPTION: Impact Fee Update Study
2. ISSUE DATE: 10/17/22		
3. FOR INFORMATION CONTACT: NAME: Marcie Stenmark, AICP Community Development Director PHONE: 727-724-1555 FAX: 727-724-1566 E-MAIL: mstenmark@cityofsafetyharbor.com		
5. CONFERENCE: None		
LOCATION:		DATE AND TIME:
6. SUBMIT OFFER TO THE FOLLOWING ADDRESS: City of Safety Harbor 750 Main Street Safety Harbor, Florida 34695 RFP 2022-02 Attn: Marcie Stenmark, Planning Dept.		7. OFFER SUBMISSION DUE DATE AND TIME: Up to 3:00 PM, Eastern Standard Time, on Monday, September 19, 2022
8. SUBMIT WITH OFFER: AS STATED IN THE RFP		
9. Offers will be not be publicly opened.		
10. FIRM OFFER PERIOD: Offers shall remain firm for a period of 180 calendar days from the date specified in Block 7, above.		
11. This solicitation and any resulting contract, respectively, consists of this Form and the exhibits and documents designated with a symbol ● on Page 2 of this form.		
OFFER - (To be completed by Offeror)		
12. DISCOUNT FOR PROMPT PAYMENT: NOT APPLICABLE		
13. If this offer is accepted within the period specified in Block 10, above, the offeror agrees to fully provide the goods and/or services covered by this solicitation at the prices and timelines specified in the solicitation.		
14. ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of the following solicitation amendments (write in all amendment numbers and amendment dates).		
Amendment Number and Date	Amendment Number and Date	Amendment Number and Date
15. OFFEROR'S NAME AND ADDRESS: Stantec 777 S. Harbor Island Blvd., Ste. 600 Tampa, FL 33602		16. NAME AND TITLE OF OFFEROR'S REPRESENTATIVE (PERSON AUTHORIZED TO EXECUTE CONTRACTS): Andrew J. Burnham, Vice President
TELEPHONE: 904-631-5109	E-MAIL: Andrew.burnham@stantec.com	17. OFFEROR'S REPRESENTATIVE SIGNATURE & DATE: [Signature] 10/25/22
CELL PHONE: 904-631-5109	FAX:	
AWARD - (To be completed by City)		
18. ACCEPTED AS TO: RFP 2022-02	19. TOTAL AMOUNT OF AWARD: \$49,307	20. CONTRACT NUMBER: 2022-02
21. SIGNATURE & CONTRACT AWARD DATE:		
Signature: [Signature] Joe Ayoub, Mayor	Attest: [Signature] Rachael Telesca, City Clerk	Date: 10/17/22
Approved As to Form: _____		City Attorney: [Signature]

RFP No. 2022-02

Impact Fee Study

Due: September 19, 2022



Stantec

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Introduction / Company Background



September 19, 2022

City of Safety Harbor
Attn: Purchasing

RE: RFP NO. 2022-02 SAFETY HARBOR IMPACT FEE UPDATE STUDY

Dear Members of the Selection Committee:

We are pleased to submit the enclosed proposal to provide a Comprehensive Impact Fee Update Study for the City of Safety Harbor (City). Our team has the experience, expertise, and availability to conduct this study, and we look forward to the opportunity to work with you.

Stantec's Financial Services Practice **includes 35+ professionals with a range of experience in the municipal financial sector, totaling over 400 years of experience.** We have completed well over 1,500 financial planning and fee studies for communities around the country, including **more than 130 agencies in Florida.** This combination of diverse backgrounds and experiences has made us **who we are today – a trusted source in providing independent and objective financial management services to nearly 400 local governments across the Country.** This knowledge sharing and expertise will be brought to you as well. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation.

Proven Record with Safety Harbor. Our team successfully completed the City's most recent water, wastewater, stormwater, and solid waste rate studies. As a direct result of these efforts, the City adopted and implemented the recommended rate structure and multi-year plan of rate adjustments to ensure the financial sustainability of these systems that provide critical services to the City. In fact, our Project Director (Andrew Burnham) served as the Project Manager for the City's 2006 water, wastewater, and sanitation rate studies! As such, we have a tremendous amount of history and knowledge about the City's various utility enterprise funds. Equally as important is that we have established a tremendous amount of credibility and trust throughout all levels of the City in our people, process, interactive modeling tools, and deliverables. Our core project team including our Project Director, Project Manager, and Project Consultants have been serving the City in these types of studies since 2016, providing continuity and intimate knowledge of the City's data, policies, practices, stakeholders, and objectives.

Our Commitment

We are committed to completing the Impact Fee Study within the allotted time frame as outlined in the RFP. We have dedicated experienced professionals to this important study such that the schedule will be met while maintaining our high professional standards.

Our breadth of local and national experience and our interactive modeling process are a unique combination. Our team provides the City with:

- ✓ Nationally recognized stature in general government financial services
- ✓ Experience with rate, fee, assessment, and financial management practices in Florida
- ✓ A powerful, easy-to-understand, and customized Microsoft Excel-based modeling system
- ✓ Trust and credibility within the community and unique understanding of available data and prior studies
- ✓ Excellence in stakeholder education and public engagement
- ✓ Commitment and availability of resources to complete the study in a timely fashion

We look forward to the opportunity to continue working with the City. The proposal herein includes the information requested by the RFP. Please contact us if you have any additional questions.

Best Regards,

A handwritten signature in blue ink, appearing to read "Andrew Burnham".

Andrew Burnham
Vice President / Director of Management Consulting

Part A: Project Approach

We have developed a thorough and effective approach to the development and review of impact fees. Our understanding of impact fee State Statutes, "case law" and Growth Management legislation will provide the City with the essentials to establish accurate sanitation, public safety, library, park, and parkland impact fees. When developing an impact fee program, there are many issues to consider:

Impact fees have both financial and legal implications and the approach used for each category of impact fee must be determined after a thorough investigation of acceptable methodologies. We believe that part of our job will be to fully understand your planning and growth management policies and goals and to tailor your impact fee program to achieve those goals most effectively.

Impact fees are charges which are assessed against new development to cover the cost of providing capital facilities (infrastructure) needed to serve new development. Impact fees are the mechanism by which new growth can pay its way, minimizing the extent to which existing residents must bear the cost of new or expanded facilities which are necessitated by new residents.

Impact fees are typically based upon a formula, such as 1) an amount per square foot of new construction, and/or 2) a land use criterion designating different fees for single family dwelling units, and commercial or office construction. Because impact fees are based upon the home-rule power of local governments, they must be developed and managed in accordance with judicial standards that have evolved through case law.

Our approach to the development of impact fees focuses upon "level of service" as the defining benchmark to distinguish between the benefit derived from capital expenditures by new growth versus the existing population. For services where level-of-service standards have been adopted in the City's Comprehensive Plan, those standards are used as the benchmark. For services where a level of service standard has not been adopted, the existing level of service being provided serves as the benchmark. In such cases, to the extent that capital projects improve the current level of service, their costs cannot be included in the impact fee calculation. The impact fee calculation will be limited to the costs of projects necessary to provide the current or adopted level of service to new residents.

Our unique approach to analyzing impact fees is to use our automated financial model to explore numerous cost apportionment and fee calculation methods to develop logical and defensible impact fees in the context of predicted financial impact, market reality, public acceptability, and political reality. A unique aspect of our approach is that we do this in interactive workshops with local government staff, with our computer models up-and-running.

Our automated and interactive process allows cost-effective integration of your staff into the impact fee development process while reducing the hours and calendar time which would otherwise be necessary. Most importantly, this process gives you a clear vision through graphical representations, as to the implications of alternative scenarios upon key financial indicators as well as the impact upon new development in terms of the impact fees for prospective developers/property owners. Given the legal environment surrounding impact fees, it is important to analyze those alternatives which provide you with significant fiscal and legal security.

Upon determination with you and your staff of the impact fee rates and structure, we will prepare a Draft Methodology Memo and summary presentation for a Commission Workshop. We will incorporate any adjustments to the analysis necessary based upon input from reviews with staff and City Commission and then prepare the Final Report. We will present the final results in an additional City Commission meeting. We will then

support the City's attorney with the preparation of the impact fee ordinances reflecting the updated impact fees and attend the appropriate public hearings for adoption.

Detailed Task Plan

Based on our understanding of the requested fee updates and our extensive experience conducting similar studies, we propose to complete the following tasks during the study. Our cost proposal presented in Part E aligns with these tasks and includes the hours by team member to complete each task.

Task 1: Initiate the Project, Obtain and Review Relevant Data to Update Each Fee

- a. Identify, source, and obtain all required data/information. This will occur through initial and supplemental data requests to be delivered during this task.
- b. Conduct project kick-off conference call with City staff to validate project objectives, discuss needed data (State law, Comp Plan, Levels of Service (LOS), infrastructure, capital improvement plan (including funding sources), service costs, etc.) and confirm project responsibilities/procedures. During this meeting, we will provide information and recommendations on how impact fees can or should be used to encourage compact, efficient urban growth patterns, reduce the carbon footprint, etc.
- c. Review the City's Comprehensive Plan to determine adopted level of service standards. We will also obtain and review fixed asset records for all areas/services, review all applicable service contracts and related arrangements, and review/analyze economic information including impacts on future traffic, land use, park demand, and law enforcement and fire protection trends. This will allow us to analyze cost of service provision considering current and projected costs and economic conditions with the intent of recapturing costs through an impact fee update.
- d. Update population projections based upon a review/analysis of demographic data and trends (current and future) including census data, permitting and development data and information, expected growth rates predicated on City CIE updates, and other sources as applicable.
- e. Compile property data from Pinellas County Property Appraiser to identify acreage, sq. ft. dwelling units, commercial, institutional, etc. by property use and type.
- f. Conduct an impact fee survey to review neighboring community impact fees like Pinellas County and nearby municipalities, etc., for area/services offered by the City.

Task 2: Calculate Impact Fees

- a. Input level of service, capacity, population, CIP, asset data, and other key data/supportable assumptions
- b. Input data regarding capital costs recovered via grants, bonds, user fees, and/or taxes for calculation of the impact fee credit to avoid "double recovery" of costs in the impact fees and user fees and/or taxes
- c. Identify local land uses and establish units serviced by the City CIP and/or Fixed Assets to determine impact fee rate per land use type. Ensure the land use types correspond to the City zoning principal use nomenclature. Review traffic generation rates as supplied by the most recent ITE Trip Generation manual.
- d. Finalize customization of impact fee model to determine impact fee rate per ERU
- e. Determine basis of calculating fees for various property use types and develop fee schedule or matrix to calculate fees for various properties.
- f. Conduct Internal Review with Project team to review preliminary results and develop summary matrix for review with City staff including a comparative analysis of 1) the full cost recovery impact fees calculated in this study, 2) partial cost recovery alternative, and 3) the survey results of the fee in other neighboring communities.
- g. Perform adjustments based upon internal review sessions.
- h. Adjust the impact fee model per review with City staff and distribute workbook summarizing the updated results.

- i. Assistance with implementation considerations, including development of potential phasing and indexing plans

Task 3: Prepare Draft Memo and Workshop Presentation

- a. Prepare a Preliminary Report appropriately sourced for review by City staff
- b. Prepare updated Impact Fee Schedules
- c. Adjust per City staff comments
- d. Prepare and conduct a Commission Workshop presentation of the preliminary analysis and draft methodology memo

Task 4: Prepare Final Report and Impact Fee Schedules

- a. Prepare Final Report of the results of the study, and provide to City staff for review and comment
- b. Meet with the City Manager, Finance Director, and Community Development Director to prepare for the City Commission meeting
- c. Adjust analysis per staff comment, and incorporate edits. Complete Final Report and Impact Fee Schedules

Task 5: Prepare Final Presentation for City Commission

- a. Prepare a presentation of the results of the analysis, including alternative scenarios identified during the project
- b. Make adjustments based upon input and direction from City Manager and staff
- c. Present the final results of the study to City Commission
- d. Make adjustments based upon input and direction from City Commission

Task 6: Assist in Preparation of an Impact Fee Ordinance

- a. Prepare schedules of impact fees for inclusion in appropriate ordinance to be prepared by City Attorney
- b. Provide a sample ordinance regarding methodology for calculation of impact fees
- c. Review ordinance prepared by the City's Attorney and provide comments/edits as appropriate

Part B: Why Stantec?

The Stantec community unites more than 22,000 employees working in over 400 locations across the globe. Our local strength, knowledge, and relationships, coupled with our world-class expertise, have allowed us to go anywhere to meet our clients' needs in more creative and personalized ways. With long-term commitment to the people and places we serve, Stantec has the unique ability to connect to projects on a personal level and advance the quality of life in communities across the globe.

Our Financial Services Practice offers 35+ consultants with over 400 years of combined experience and value to your project. As a group, we work together and learn from each other's experiences. This combination of diverse backgrounds and experiences has made us **who we are today – a trusted source to our clients in providing independent and objective financial management services to local governments across the country.** This knowledge sharing and expertise will be brought to you as well. You can be assured that our team will develop comprehensive and balanced solutions tailored for your situation.

FINANCIAL SERVICES OFFERINGS

Rate Studies

- Water/Sewer/Recclaimed
- Electric & Natural Gas
- Stormwater
- Solid Waste & Recycling

Cost-of-Service Analysis

- Wholesale/Outside-City Rates
- Interlocal Agreements
- Regionalization Studies
- Customer Class Allocations

System Development Fees/Capacity Charges

- Utilities & Other Services
- Expert Witness Services
- Fee/Charge Structure
- Development Policies

Financial Planning & Capital Funding

- Policies, Targets & KPI's
- Bond Feasibility Studies
- Demand Forecasting
- Project Funding Strategies

Benchmarking

- Database of 500+ Entities
- Audited Financials & Rates
- Key Financial Metrics
- Custom Group Comparisons

Affordability

- Actual Bills & Incomes
- Multiple Metrics & Thresholds
- Regulatory Support
- Assistance Programs

Strategy & Management

- IT Planning & Implementation
- Strategic Plans
- Assessment Management
- Business Process Mapping
- O&M and CIP Optimization
- Performance Measures
- Level of Service Development
- Real Estate Advisory Services

Financial Services by the Numbers:

400+ Combined years of experience

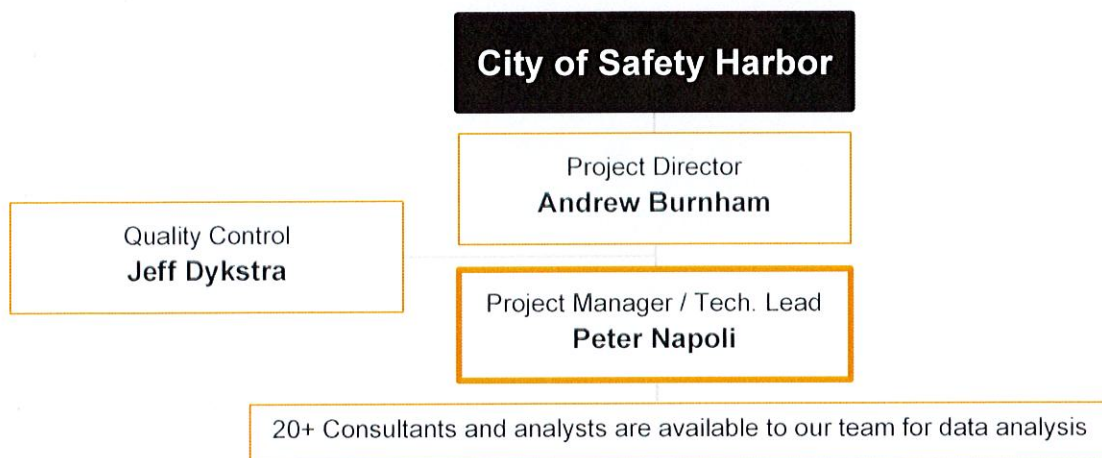
\$4B+ Debt issued for communities in the last 5 years

35+ Specialists in utility financial management

>350 Communities served

Part C: Project Team and Experience

We are pleased to present the City with a project leadership team that has vast experience in evaluating impact fees for communities in Florida. This team will be supported by various consultants and analysts as appropriate.



Andrew Burnham

PROJECT DIRECTOR

Mr. Burnham is the Vice President and Global Practice Leader of Financial Services at Stantec. Andy has extensive experience in conducting as well as overseeing cost of service allocations, long-term financial planning analyses, and development of alternative rate and impact fee structures for a variety of municipal services. He has been recognized as an industry expert as part of providing testimony in rate and fee-related regulatory proceedings in multiple states and territories (including Florida, Michigan, Arizona, and the United States Virgin Islands), as well as before the Federal Energy Regulatory Commission.

He has led well over 500 studies for 150+ local governments and has supported our clients in the issuance of \$1 billion of bonds for projects in the past 5 years. Mr. Burnham is currently serving on multiple

committees for various industry groups, and was actively involved in the recent update to AWWA Manual M1 – Principles of Water Rates, Fees and Charges, notably regarding outside-city retail rates, wholesale rates, and reuse rates. In addition, Andy led the development of the Cash Reserve Policy Guidelines Report recently published by the AWWA.

JOB ASSIGNMENT

Project Director

OFFICE LOCATION

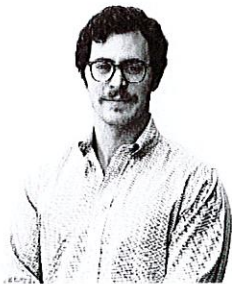
Tampa, FL

YEARS WITH FIRM

18

EDUCATION

Bachelor of Business Administration, Lake Superior State University, Sault Ste. Marie, Michigan, 2000



Peter Napoli

PROJECT MANAGER

Mr. Napoli is a Senior Consultant with the Stantec Financial Services team and has over five years of municipal financial consulting experience. He has become one of the leaders of our General Government Practice with a focus on general fund financial sustainability modeling, and the development of fair and legally defensible impact fee studies. Peter has served as Consultant in the development of financial forecasts, impact fee programs, and special assessments using our interactive, decision support modeling process for various public agencies.

He has strong, adaptive financial modeling skills and experience interpreting large data for our clients.

He's demonstrated the ability to customize financial analyses to meet client needs and leverage our modeling platform as a powerful consulting tool.

JOB ASSIGNMENT

Project Manager

OFFICE LOCATION

Tampa, FL

YEARS WITH FIRM

7

EDUCATION

Bachelor of Business Administration in Finance,
University of North Florida, Jacksonville, Florida,
2015



Jeff Dykstra

Mr. Dykstra is a Managing Consultant with 13 years of experience in the water resources industry. In this role he is responsible for managing projects and client relationships related to water, wastewater, stormwater, and solid waste finance. His expertise is in developing financial management plans, revenue requirement and revenue sufficiency analyses, performing cost-of-service and rate structure analyses, developing retail and wholesale user rates, evaluating utility acquisitions, providing feasibility support studies for the issuance of municipal debt and revenue bonds, developing impact fees, developing miscellaneous service charges, and analyzing utility finances and operations. He is an experienced project manager and has managed over 100 different

QUALITY CONTROL

engagements while responsible for the development of hundreds of dynamic financial models related to utility rates and fees.

JOB ASSIGNMENT

Quality Control

OFFICE LOCATION

Tampa, FL

YEARS WITH FIRM

14

EDUCATION

Bachelor of Arts in Business Administration,
Finance, Dordt College, Sioux Center, IA, 2008



Dates of Service: August 2019 – June 2020

Client Contact: Linda Senne; Finance Director, 941-486-2626; LSenne@Venicegov.com

Project Team Lead: Peter Napoli

Key Staff: Andrew Burnham

Number of Meetings: 3 with City Staff, 2

Date of Final Report: June 11, 2020

Law Enforcement and Fire Rescue Impact Fee Study

City of Venice, FL

Overview: The City of Venice is a fast-growing area of South West Florida that has never previously imposed impact fees for General Government services. Considering financial challenges within the General Fund to meet the City's requirements for capital expansion, the City retained Stantec's services to perform a Law Enforcement and Fire Impact Fee study.

Challenges: As the City grows geographically with an ever-increasing population, new Police officers and Fire stations will be required to meet the high level of service standards that the City has traditionally provided. However, with a lean General Fund budget having limited funds for capital expansion needs, the City looked towards impact fees to aid in the funding of public safety facilities and equipment.

Objectives: Calculate and implement impact fees that would fully recover the cost of capital expansion as the City enters a high growth period.

Solutions: Stantec worked with both the Law Enforcement (Police) and Fire Rescue department staff to understand the existing level of service, and the future demands that growth will place on their

systems. To retain their high level of service, investment in new police officers required capital investment in vehicles, equipment and building space. The Fire Department would ultimately need to build an additional two stations over the next ten years, and fund the cost of construction, vehicles, and equipment through the impact fees.

Stantec proposed a modern, equitable and understandable impact fee structure that would recover the cost of new development's capital expansion needs for a 10-year period. The fee structure was ultimately adopted by the City Council and implemented to begin collection in advance of significant new development slated to begin construction in 2018.

Lessons Learned:

- An understandable impact fee structure is equally as important as it being legally defensible and equitable.
- Awareness of the City's high level of service standards, and the needs to maintain those standards is key to creating a fee that will meet the needs of the City's growth



Dates of Service: December 2017 – November 2018

Client Contact: Angelica Collins; Fiscal Manager: 321-952-3427; Angelica.Collins@palmabayflorida.org

Project Team Lead: Peter Napoli

Key Staff: Andrew Burnham

Number of Meetings: 3 with City Staff, 2 with governing body and the public

Date of Final Report: November 6, 2018

Parks & Recreation, Law Enforcement and Fire Rescue Impact Fee Study

City of Palm Bay, FL

Overview: As of 2018, the City of Palm Bay is the fastest growing City in Florida and needed an up-to-date Impact Fee schedule for Parks & Recreation, Law Enforcement and Fire Rescue to recover the necessary costs to invest in capital assets for growth areas.

Challenges: As one of the fastest growing Cities in the nation, the City has many competing funding needs within the General Fund. The existing impact fees for Parks & Recreation, Law Enforcement and Fire Rescue were created over 15 years ago with little documentation or technical back up to provide new development with understanding of how and why they are being charged for capital expansion

Objectives: Calculate updated impact fees for Parks & Recreation, Law Enforcement and Fire Rescue using a modern, efficient, understandable, and equitable fee structure.

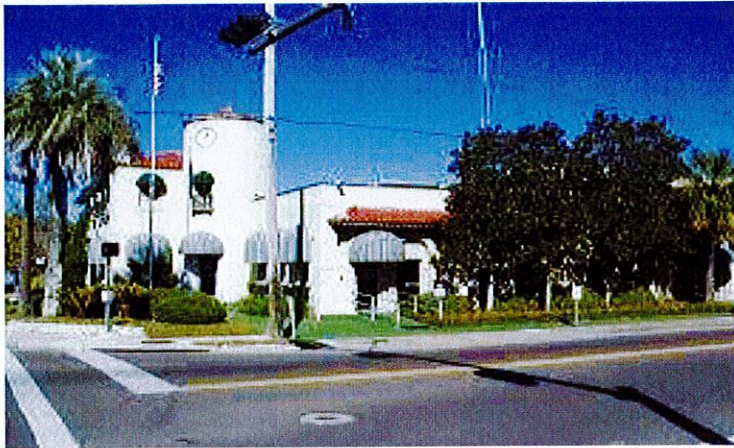
Solutions: Stantec worked closely with departmental staff and City management to better apprehend the funding challenges faced within the

City's General Fund. Knowing that there was almost no available funds within the foreseeable future to fund capital expansion needs for Parks & Recreation, Law Enforcement and Fire Rescue, the updated impact fees were an important piece in the overall financial sustainability of the General Fund and the City's growth plan.

Stantec utilized the City's asset database and departmental Capital Improvement programs to establish levels of service and projected incremental costs to provide the departments with the needed capital funds for expansion related activities. Compared to the exiting impact fee structure, the updated fees provided additional funding, as well as a more modern and understandable fee schedule that City staff now had the necessary documentation and calculation to explain to new development.

Lessons Learned:

- Out-dated impact fees must be updated and clearly documented so that City staff can explain and support the fees they will be charging
- High growth cities like Palm Bay face particular funding challenges within the General Fund, creating an enhanced need and use of Impact Fees.



Dates of Service: October 2015 – April 2016

Client Contact: Bobby Baker; Public Works Director, 825 Ohio Ave, Lynn Haven, FL 32444, 850-248-0566

Project Team Lead: Peter Napoli

Key Staff: Andrew Burnham

Number of Meetings: 3 with City Staff, 2 with governing body and the public

Number of Days: 184

Date of Final Report: April 1, 2016

Parks & Recreation, Law Enforcement, Fire Rescue and Water/Sewer Impact Fee Study

City of Lynn Haven, FL

Overview: The City of Lynn Haven serves an area within the Florida Panhandle just North of Panama City. The City last updated their impact fees in 2006 and had requested an updated fee structure to be more streamlined and understandable not only by City staff, but also to those who would be charged the fees.

Challenges: As a small City, the ability to provide detailed data needed for the impact fee analysis created challenges that required creative solutions and clear communication between City and Stantec staff. In addition, the City was contemplating several annexations that would require consideration in the fee calculations.

Objectives: Update the comprehensive General Government and Water/Sewer Utility impact fee schedules with a modern and equitable structure

Solutions: With limited data availability for existing asset databases, including incomplete records for assets and buildings over 80 years old, Stantec consulted closely with City staff to generate the necessary understanding of existing assets to calculate an updated fee structure. The City also requested minor revisions to their existing fee structure, so questions of the fee equity could be addressed. In addition to regular growth and new construction, the City had several areas of

potential annexation surrounding the City boundaries. Cooperation between Stantec, the City and unincorporated County staff allowed for the necessary data and potential capital needs of the annexed areas.

Ultimately, a simplified and equitable fee structure was developed for Parks & Recreation, Law Enforcement, Fire Rescue, and the Water/Sewer utility was developed and implemented by the City. Through the implementation process, the City decided to waive the Parks & Recreation, Law Enforcement, Fire Rescue fees for new non-residential properties. The City wished to encourage commercial development and utilized our financial forecasting expertise to understand the potential impact fee revenue impacts by waiving the fees.

Lessons Learned:

- Understanding of the City's desired growth patterns required an alternative approach and analysis of revenue impacts of waiving impact fees for development types
- A simplified fee structure is often desired by small communities with limited staffing and data availability

Part D: Time Schedule

Based upon our understanding of the scope of services and the approach outlined above, we propose to complete the study within approximately 6 months. Assuming a start date of October 1, 2022, we will complete the study by end of March 2023.

The City of Safety Harbor, Florida

Sanitation, Public Safety, Library, Park, and Parkland Impact Fee Study
Proposed Project Schedule

Tasks	Month					
	October	November	December	January	February	March
Task 1 Initiate the Project, Obtain and Review Relevant Data, and Perform Survey	Virtual Kick-Off Call and Data Collection					
Task 2 Calculate Impact Fees		Process Data and Input Assumptions				
Task 3 Prepare Draft Memo and Workshop Presentation			Prepare Draft Memo	Virtual Meeting #1		
				Commission Presentation		
Task 4 Prepare Final Report and Impact Fee Schedules					Virtual Meeting #2	
					Final Report	
Task 5 Prepare Final Presentation for City Commission						Commission Presentation
Task 6 Assist in Preparation of an Impact Fee Ordinance						Ordinance Preparation



Part E: Fee Proposal

Based on our current understanding of the requested scope of services, we have prepared a detailed project work plan presented on the following pages. As shown, we propose to complete the Comprehensive Impact Fee Study for sanitation, public safety, library, park, and parkland impact fees for a total, **not-to-exceed fee of \$49,307**.

Stantec will issue monthly progress billings based on percentage completion of each task.



The City of Safety Harbor, Florida
Sanitation, Public Safety, Library, Park, and Parkland Impact Fee Study

Project Work Plan and Fee Estimate

Project Tasks	Estimated Labor-Hours					Multiplier (# of Fees Calculated)	Total Labor Hours
	Director	Project Manager / Lead Consultant	QA/QC Advisor	Analyst	Admin		
Rates --							
	\$335	\$210	\$235	\$150	\$90		
Task 1 Initiate the Project, Obtain and Review Relevant Data, and Perform Survey							
a. Prepare initial data request list and detailed critical path schedule. Perform job set up activities. Establish project monitoring and control responsibilities.	0	1	0	1	2	x1	4
b. Conduct kick-off conference call with City staff to confirm study objectives, identify fiscal objectives, establish communication protocols, discuss approach, establish schedule, provide data request, and discuss forecasting methods and modeling.	2	2	0	2	0	x1	6
c. Review the City's Comprehensive Plan (and other docs) to determine adopted level of service standards, population projections, and capital improvement planning elements. Obtain and review fixed asset records for all departments/services.	0	1	0	2	0	x1	3
d. Update population projections based upon census data and permitting and development data and information.	0	1	0	2	0	x1	3
e. Compile property data from County Property Appraiser to identify acreage, sq. ft., dwelling units, etc. by property use type.	0	2	0	2	0	x1	4
f. Perform comparative survey to neighboring and similar communities for fees developed in this study.	0	2	0	8	0	x1	10
Task 2 Calculate Impact Fee for 1 (one) Department/Service							
a. Input level of service, capacity, population, capital improvement plan, fixed asset data, and other key data/assumptions into the model.	0	1	0	2	0	x5	15
b. Input data regarding capital costs recovered via grants, bonds, user fees, and/or taxes for calculation of impact fee credit to avoid "double recovery" of costs in the impact fees and user fees and/or taxes.	0	0	0	1	0	x5	5
c. Identify and input number of ERU's served by CIP and/or Fixed Assets.	0	0	0	1	0	x5	5
d. Finalize customization of impact fee model to determine impact fee rate per ERU.	0	1	0	1	0	x5	10
e. Determine basis of calculating fees for various property use types and develop sample fee calculations for various properties.	0	1	0	1	0	x5	10
f. Conduct Internal Review with Project team to review preliminary results.	0	1	0	1	0	x5	10
g. Perform adjustments based upon internal review conclusions.	0	0	0	1	0	x5	5
h. Make adjustments to the impact fee model per review with City staff and distribute workbook of results.	0	1	1	1	0	x5	15
i. Assistance with implementation considerations, including development of potential phasing and indexing plans	1	1	0	1	0	x5	15
Task 3 Prepare Draft Memo and Workshop Presentation							
a. Prepare a draft memorandum summarizing the methodologies for the preparation of recommended changes to impact fees.	1	6	2	10	0	x1	19
b. Prepare for and conduct a virtual work session with City Staff to review data, assumptions, and draft methodology memo with	4	4	0	4	0	x1	12
c. Adjust analysis per staff comment, and incorporate edits.	1	2	0	2	0	x1	5
d. Prepare and conduct a Commission Workshop presentation of the preliminary analysis and draft methodology memo.	4	4	1	4	0	x1	13
Task 4 Prepare Final Report and Impact Fee Schedules							
a. Prepare Final Report of the results of the study, and provide to City staff for review and comment	2	8	2	10	0	x1	22
b. Meet with the City Manager, Finance Director, and Community Development Director to prepare for the City Commission meeting.	4	4	0	4	0	x1	12
c. Adjust analysis per staff comment, and incorporate edits. Complete Final Report and Impact Fee Schedules.	1	2	0	4	0	x1	7



The City of Safety Harbor, Florida
Sanitation, Public Safety, Library, Park, and Parkland Impact Fee Study
Project Work Plan and Fee Estimate

Project Tasks	Estimated Labor-Hours						Multiplier (# of Fees Calculated)	Total Labor Hours
	Director	Project Manager / Lead Consultant	QA/QC Advisor	Analyst	Admin	Rates		
	\$335	\$210	\$235	\$150	\$90			
Task 5 Prepare Final Presentation for City Commission								
a. Prepare a presentation of the results of the analysis, including alternative scenarios identified during the project.	1	4	1	4	0		x1	10
b. Make adjustments based upon input and direction from City Manager and staff	0	1	0	2	0		x1	3
c. Present the final results of the study to City Commission	3	3	0	0	0		x1	6
d. Make adjustments based upon input and direction from City Commission.	0	1	0	2	0		x1	3
Task 6 Assist in Preparation of an Impact Fee Ordinance								
a. Prepare schedules of impact fees for inclusion in appropriate ordinance to be prepared by City Attorney.	1	2	0	4	0		x1	7
b. Provide a sample ordinance regarding methodology for calculation of impact fees	1	2	0	0	0		x1	3
c. Review ordinance prepared by the City's Attorney and provide comments/edits as appropriate	1	2	0	0	0		x1	3
SUBTOTAL ESTIMATED LABOR-HOURS TASK 1	2	9	0	17	2			30
SUBTOTAL ESTIMATED LABOR-HOURS TASK 2 (x5 Fees: Sanitation, Public Safety, Library, Park, and Parkland)	5	30	5	50	0			90
SUBTOTAL ESTIMATED LABOR-HOURS TASK 3	10	16	3	20	0			49
SUBTOTAL ESTIMATED LABOR-HOURS TASK 4	7	14	2	18	0			41
SUBTOTAL ESTIMATED LABOR-HOURS TASK 5	4	9	1	8	0			22
SUBTOTAL ESTIMATED LABOR-HOURS TASK 6	3	6	0	4	0			13
TOTAL ESTIMATED LABOR-HOURS	31	84	11	117	2			210
SUBTOTAL ESTIMATED CONSULTING FEE	\$ 10,385	\$ 17,640	\$ 2,585	\$ 17,550	\$ 180			\$ 48,340
ESTIMATED EXPENSES								\$ 967
TOTAL NOT-TO-EXCEED CONSULTING FEE								\$ 49,307
ESTIMATED COSTS BY FEE								
SANITATION IMPACT FEE COST								\$ 9,861
PUBLIC SAFETY IMPACT FEE COST								\$ 9,861
LIBRARY IMPACT FEE COST								\$ 9,861
PARKS IMPACT FEE COST								\$ 9,861
PARKLAND IMPACT FEE COST								\$ 9,861
TOTAL NOT-TO-EXCEED CONSULTING FEE								\$ 49,307

Part F: Modifications

Based on our current understanding of the requested scope of services, we have no proposed modifications to submit.

Part G: Back-Up Information

Please find the Final Report attached detailing our most recent example of an Impact Fee Study completed for the City of St. Pete Beach, FL.:

Part H: Required Forms

All required forms are presented on the following pages, including:

- Appendix C: Proposal Form
- Attachment D: Sworn Statement

Sponsored By: Interim City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF RAFTELIS FINANCIAL CONSULTANTS, INC. FOR WATER, WASTEWATER, AND STORMWATER RATE STUDY SERVICES, PURSUANT TO RFP NO. 23-0627200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND, THREE HUNDRED SIXTY DOLLARS (\$59,360.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 28, 2023, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 23-0627200 to obtain consulting services for a Water, Wastewater, and Stormwater Rate Study for the City; and

WHEREAS, one (1) sealed proposal was received by the City Clerk's Office and certified by the City Clerk on July 7, 2023; and

WHEREAS, Raftelis Financial Consultants, Inc. helps local governments and utilities thrive by providing management consulting expertise to help transform local governments and utilities. They have helped more than 600 organizations in the last year. They work in all areas of management consulting including finance, assessment, communications, technology, executive recruitment, and strategic planning; and

WHEREAS, the City Commission finds that acceptance of Raftelis Financial Consultants, Inc.'s proposal to conduct a Water, Wastewater, and Stormwater Rate Study for the City and entering into an agreement with said company is in the best interest of the City of Opa-Locka and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Raftelis Financial Consultants, Inc. relating to Request for Proposals (RFP) 23-0627200, to conduct a Water, Wastewater, and Stormwater Rate Study for the City, and authorizes the City Manager to enter into an agreement for same, attached hereto as Exhibit "A", in an amount not to exceed Fifty-Nine Thousand Three Hundred Sixty Dollars (\$59,360.00).

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

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, 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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



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

Department Director:			Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:			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 authorizing the Interim City Manager to accept the proposal of Raftelis Financial Consultants, Inc. for a Water, Wastewater, and Stormwater Rate Study pursuant to RFP No. 23-0627200 and further authorizing the Interim City Manager to enter into an agreement with Raftelis Financial Consultants, Inc. for said services.

Staff Summary:

Request for Proposals (RFP) 23-0627200 was published on May 28, 2023, for a Water, Wastewater, and Stormwater Rate Study.

One (1) company submitted a proposal document which was certified by the City Clerk on July 07, 2023.

Raftelis Financial Consultants, Inc. helps local governments and utilities thrive by providing management consulting expertise to help transform local governments and utilities. They have helped more than 600 organizations in the last year. They work in all areas of management consulting including finance, assessment, communications, technology, executive recruitment, and strategic planning.

Financial Impact: The proposal is for \$59,360 and will be funded as follows:

Account	Description	Available	Project	Remaining Balance
64-533312	Other Professional Services	\$36,155	\$22,500	\$13,655
35-535312	Other Professional Services	\$82,355	\$22,500	\$59,855
43-538312	Other Professional Services	\$21,912*	\$14,360	\$7,552
Total			\$59,360	

* Stormwater Other Professional Services will be recommended to be increased by \$10,000 to \$21,912 in Budget Amendment #5.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Raftelis Financial Consultants, Inc. and authorize the Interim City Manager to enter into an agreement with said company.

Attachment:

RFP No. 23-0627200
 Bid Certification
 Bid Proposal



**CITY OF OPA-LOCKA
CERTIFICATION**

**REQUEST FOR PROPOSAL
RFP NO. 23-0627200**

WATER, WASTEWATER, AND STORMWATER RATE STUDY

I, Joanna Flores, City Clerk of the City of Opa-locka, Florida, do hereby certify that sealed proposal(s) were received and opened at the Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida, at 2:16 p.m. this 7th day of July, 2023.

PROPOSAL(S) RECEIVED

NAME/ADDRESS

LUMP SUM PRICE

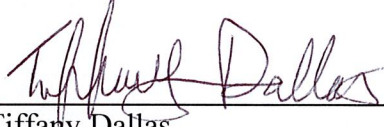
**Raftelis Financial Consultants Inc.
341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
Contact: Tony Hairston, Vice President
Tele: 407.960.1811
Email: ahairston@raftelis.com**

\$59,360.00

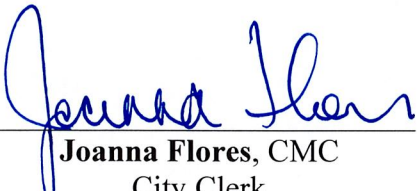
I further certify that proposal(s) were submitted and properly opened in the presence of the following:



Junior Bergel
Purchasing
City of Opa-locka



Tiffany Dallas
Project Coordinator
Opa-locka CRA



Joanna Flores, CMC
City Clerk
City of Opa-locka

City of Opa-locka

Water, Wastewater, and Stormwater Rate Study

COPY / RFP NO: 23-0627200 / JULY 7, 2023

CONTACT PERSON: TONY HAIRSTON

341 N. MAITLAND AVENUE, SUITE 300, MAITLAND, FL 32751

PHONE: 407.960.1811 / EMAIL: AHHAIRSTON@RAFTELIS.COM



July 7, 2023

Office of the City Clerk
City of Opa-locka, 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054

Subject: Proposal for Water, Wastewater, and Stormwater Rate Study (RFP NO: 23-06207200)

Dear Members of the Selection Committee:

Raftelis is pleased to submit this proposal to assist the City of Opa-locka (City) with a water, wastewater, and stormwater utility rate study. We appreciate the opportunity to submit this proposal, which details our project approach to meet the City's objectives as well as our qualifications and experience within the water, wastewater, and stormwater utility industry. We believe that our unique combination of qualifications within the utility industry, resources, and experience on previous rate studies for similar projects and communities throughout Florida and the nation will provide the highest level of professional service and benefit to the City and its customers.

Raftelis was established in 1993 to provide financial, rate, and management consulting services of the highest quality to water and wastewater utilities. Since that time, Raftelis has grown to have the largest water and wastewater utility rate and financial consulting practice in the country, with more than 150 consultants. Our staff has provided rate and/or financial planning assistance to over 1,000 utilities across the United States and have conducted thousands of studies. Our mission has always been focused on assisting our clients in meeting their goals of financial viability.

To assist the City with this project, we have assembled a team with extensive experience and a reputation for quality service. Tony Hairston will serve as Project Director and will be available to provide insights into various cost of service and rate-setting matters, as well as ensuring overall project accountability. Tony has 25 years of industry experience managing a variety of projects to assist water, wastewater, and stormwater utilities in addressing economic and financial issues. Joe Williams will serve as Project Manager and will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. Joe has more than 11 years of experience providing utility rate and financial consulting services to public utilities throughout the southeastern U.S. Joe will lead the consulting staff in conducting analyses and preparing deliverables for the project. He will serve as the City's main point of contact for the project. We are also including two additional resources – Henry Thomas and Thierry Boveri (technical advisors), each of whom bring tremendous industry experience at over 40 years and nearly 20 years, respectively. Based on our experience, we understand the constraints that small municipal utility systems are facing, and we have extensive experience assisting our clients to address their utility rate and financial needs.

The proposed project team is located in Maitland, FL and have successfully managed numerous similar projects for other cities located in the Counties of Miami-Dade, Broward, and Monroe including:

- Water and wastewater rate studies
- Impact fee studies
- Utility assessment programs
- Policies, procedures, and large user agreements
- Stormwater rate studies

- Capital financing programs
- Periodic financial forecast updates
- Financial feasibility of utility master plans

Raftelis provides a full range of financial, rate, and management consulting services to publicly-owned utilities and local governments. Our clients include water, wastewater, electric, gas, stormwater, and solid waste utility systems. We offer cost-effective, innovative business solutions based on industry-recognized best management practices and high-quality and responsive service resulting in a level of value that has been consistently recognized by our clients. Raftelis has been a leader in assisting utility systems in developing utility business plans and rate studies to achieve financial, operational, and service delivery objectives since our inception.

Our approach to addressing the City's utility rate consulting scope of work will be facilitated by the use of a comprehensive and customized utility rate and financial planning model. We will design a customized Excel based model that will specifically accommodate the City's existing budgetary process and the data that is readily available from the City's customer billing systems and its financial and operating reports. This rate and financial model serves as an excellent tool to support decision making and communicate the sensitivity of key variables; however, our added value is our client focus, dedicated employees, industry insight, and experience that allows us to develop innovative business solutions based on shared experience from our significant client base and our industry leadership role. The model helps communicate the issues and simplify the understanding of dynamic financial relationships among customer demand, operations, capital, management, and policy decisions and how these key variables affect rate requirements.

We strongly believe our team would successfully complete the study and provide significant value to the City of Opa-locka for several reasons, including:

- **Breadth of experience** – We have conducted thousands of financial projects for more than 1,000 utilities across the country, many of them similar to this study.
- **Knowledge of your water and sewer systems** – Our team has worked with many utilities in Florida and is knowledgeable of the challenges currently being faced. Our Project Director has been in the utility industry in Florida for 25 years.
- **Proximity** – Our team members are located nearby in Maitland, FL and are intimately aware of the concerns facing Florida utilities.
- **Depth of resources** – No firm that specializes in financial consulting for the water, wastewater, and stormwater industry has the staff resources we have.
- **Drive to succeed** – Our project team will be focused on not only meeting, but exceeding, the City's expectations.

If you have any questions, please do not hesitate to contact me using the following contact information:

Tony Hairston (corporate officer authorized to represent the firm)

Phone: 407.960.1811 / Email: ahairston@raftelis.com

Sincerely,



Tony Hairston, Vice President



Joe Williams, Senior Manager



Diversity and inclusion are an integral part of Raftelis' core values.

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.



Raftelis is registered with the U.S. Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

Registration as a Municipal Advisor is a requirement under the Dodd-Frank Wall Street Reform and Consumer Protection Act. All firms that provide financial forecasts that include assumptions about the size, timing, and terms for possible future debt issues, as well as debt issuance support services for specific proposed bond issues, including bond feasibility studies and coverage forecasts, must be registered with the SEC and MSRB to legally provide financial opinions and advice. Raftelis' registration as a Municipal Advisor means our clients can be confident that Raftelis is fully qualified and capable of providing financial advice related to all aspects of financial planning in compliance with the applicable regulations of the SEC and the MSRB.

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PART A

Project Understanding

Pursuant to the RFP, it is our understanding that the City desires a comprehensive review of the water, wastewater, and stormwater revenue generation mechanisms, a five to 10-year financial management plan, and a dynamic user-friendly computer model providing City staff with budgeting requirements based on forecasted utility, customer, and financial activity inputs. The results of the study process will be documented in a report containing discussions, tables, schedules, findings and conclusions. The report will include recommendations based on our analysis and will reflect comments from the City during the study. Additionally, the Excel based rate model will be developed with the intent of turning it over to the City at the end of the project for future use.

The model and report will help demonstrate alternative approaches to adjusting rates to meet future cash flow requirements. The operating statements, including debt service coverage ratios, will be incorporated into the model in easy to extract/print formats for the City's use. These forecasts will include all existing and any future anticipated debt service requirements. Additionally, rate alternatives will be identified based on an array of input assumptions including customer growth, capital funding amount and approach (pay-as-you-go versus debt), targeted fund balances levels, budget escalation factors, and others. The City also desired to review potential rate structure changes, to enhance fixed revenue recovery and or promote conservation, which will be developed and presented alongside customer bill impacts under each scenario.

Project Approach

The proposed project approach involves multiple interrelated work efforts requiring effective coordination between City staff and Raftelis. Our management approach stresses communication, teamwork, objectivity, and accountability for meeting the City's project objectives. The approach specifies general administrative duties that include client correspondence, project documentation, and administration of the study plan. The project management task will provide consistent, ongoing project supervision so that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach to project management, keeping the client aware of the status of the project at all times. Our project management approach includes the following elements:

- An experienced Project Manager who will be responsible and accountable for meeting project obligations
- Ample resources to ensure timely completion
- Regular and clear communication between Raftelis and City staff
- Client involvement

Raftelis' overall project approach has been honed through years of experience to lead quickly and efficiently to the final results. We follow industry-standard methodology applied specifically to the City's unique characteristics to ensure fair and equitable rates that are defensible. Our approach is characterized by the following elements:

- Regular communication and the development of strong working relationships with staff to ensure the City will be continually informed of all technical issues, project progress, and any upcoming milestones
- Consistent and competent project management to control budget and schedule
- Consideration of a detailed financial plan to ensure financial stability and revenue requirements sufficiency for both operational and capital needs
- Consideration and delivery of the updated user-friendly financial management model including features, such as scenario analysis and dashboard functionality

- Water and wastewater rate structure review/update and customer impact analysis
- Update of stormwater rate level to meet all revenue requirement and capital needs
- Effective presentations to policy makers and the public to ensure clear understanding
- Accomplishing these objectives will help to ensure that the project progresses as smoothly as possible.

The first element of the study is to develop a detailed financial forecast of future revenue requirements using a model that will be developed specifically for the City. This model will project revenues, expenses, coverage ratios, and fund balances for a five to 10-year period. Key inputs to the model include the operating revenues, budgets, demand data, water and wastewater purchases, existing debt service, and capital requirements.

The following tasks and subtasks are designed to specifically address the salient items within the Scope of Services contained in the RFP. Since many of the items within the Scope of Services overlap and will be reviewed and analyzed concurrently, we have prepared the following task descriptions to minimize duplication of discussions.

Task 1: Project Initiation and Management

The initial project meeting provides a solid foundation for the project and serves as a forum in which City staff can provide input on the project's approach, work plan, schedule, and priorities. A successful meeting will ensure that project participants are in mutual agreement as to the project's goals and expectations and are fully aware of project issues beforehand. The goals for this meeting include:

- Providing a forum to finalize the scope of the project, work plan, and schedule with City staff
- Discussing the City's preliminary pricing objectives
- Ensuring that we have an understanding of the overall goals of the study
- Providing an opportunity for City staff to meet and become comfortable with the project staff from Raftelis
- Reviewing the data needs for the project

Prior to the kick-off meeting, we will prepare a detailed data request list that will identify the information needed to complete the various analyses. Information that is typically required to perform a comprehensive study includes the following:

- Recent Annual Comprehensive Financial Reports (ACFR)
- Recent and current utility budgets
- Current and historical billing data
- Utility plant in service records
- Debt service schedules and agreements
- Water, wastewater, and stormwater master plans
- Long-term capital improvement plan
- Financial policies for the Utility
- Historical water and wastewater purchase statistics
- Year-to-date financial / operating information
- Future staffing requirements
- Utility cash and investment balances

Some of this information will be readily available, whereas other components may require more detailed analyses of operational data, customer billing information, and costs. We will also prepare a comparison of the City's existing utility rates to comparable peers as a basis for discussion during the kick-off meeting to review the City's existing

rates and determine if additional types of fees may be appropriate to be analyzed and considered for use by the City's utilities.

Data Collection and Review

As part of this task, we will conduct interviews with City staff to obtain a thorough understanding of the financial, operational, regulatory, master planning, and political environments. Existing rate policies and ordinances will be reviewed for consistency with current and possible future fees. Key issues, areas of concern, and pricing objectives will be reviewed and discussed. Historical information will be reviewed related to costs, customers, usage, demand patterns, capital spending, plant in service, and revenues generated to provide a better understanding of recent changes in operating characteristics and to develop appropriate trends and growth factors for creating financial forecasts. Other information reviewed will include regulatory requirements, bond covenants, contractual requirements, and capital plans for each utility. During the data collection and review, we will begin to identify assumptions used to allocate and project costs that will be integrated into our model. As these assumptions are identified, City staff will have an opportunity to review our findings to ensure that the assumptions make sense with regard to each of the City's utility systems.

Project Management

In order to successfully complete the project, Raftelis will be in constant communication with City staff regarding data requests, data validation, data decisions, and reviewing preliminary and final results. Much of this can be accomplished through conference calls, emails, and demonstrations using tools such as Microsoft Teams or Zoom. These efforts provide for consistent and competent project management to ensure that all deadlines and objectives are met in a timely and efficient manner. We believe in a no-surprises approach so that the City is always aware of the project status.

PLANNED MEETINGS:

- Kick-off meeting in Opa-locka

DELIVERABLES:

- Data request list
- Agenda for kick-off meeting
- Documentation summarizing the kick-off meeting

Task 2: Consumption and Current Revenue Analysis

Projecting future demand and developing realistic consumption estimates is one of the single most difficult tasks that a utility faces each year. The reason for this is that there are several unforeseeable factors that can affect consumption. A particularly rainy or dry season, unforeseen population growth or decline, and commercial customers moving in and out of City's service area or not returning after the current pandemic can and will have a dramatic effect on consumption. However, projecting consumption is also one of the most important tasks that a utility faces. These projections directly affect user rates, which, in turn, determine how much cash a utility will collect. If a utility overestimates consumption, then rates will be too low leading to revenue under recovery, a deficit, and decreasing fund balances. Yet, if a utility underestimates consumption, then revenue over recovery occurs and this can be met with public scrutiny because of unjustly high rates.

Comprehensive operation and customer billing information will be collected to classify customers and project user demand over the planning period. We will study available historical consumption of the City's different customer types in order to arrive at a corresponding usage and growth rate for each type. As a result of these analyses, Raftelis

will be able to develop projections of consumption for the forecast period under various scenarios, resulting in an optimistic projection, pessimistic projection, and most likely projection. Raftelis will also examine the City's current customer classifications and identify any changes that may be necessary to make them more consistent with current industry practices and standards. Raftelis will then calculate the revenues under current rates at projected consumption levels (optimistic, pessimistic, and most likely) to understand the potential revenues realizable. We will then compare these revenues to the revenue requirements forecast in the financial plan developed in Task 3 to understand the magnitude of the potential shortfall under the current rates.

PLANNED MEETINGS:

- Web-based meeting to review draft consumption projections

DELIVERABLES:

- Forecast of consumption and revenues under existing rates over multi-year forecast period

Task 3: Development of Financial Plans

An important element in conducting a comprehensive rate study is to establish comprehensive short- and long-term financial plans for the City's utilities. In preparing these plans, we will analyze the City's current policies and practices for funding its operations, capital facilities plans, and debt service requirements. As appropriate, and as discussed with City staff, we will consider various financing options, or a combination of options, such as operating revenue, new debt issuances, and miscellaneous fees.

We will assist the City in achieving a suitable balance among the financing options when developing the proposed financial plans, which will accomplish the following:

- Ensure financial sufficiency to meet operating and capital costs as well as prudent reserves
- Meet the City's service policies and objectives
- Fairly distribute financing responsibility to appropriate users
- Result in an appropriate capital structure so that the City maintains a high rating with bond rating agencies

Maintaining detailed financial plans will ensure that City's utilities are operating in a revenue self-sufficient manner and meet debt covenant requirements. We will develop separate financial plans for the water, wastewater, and stormwater utilities to understand if any of the utilities may be subsidized by the others.

The financial plans for each utility will include a capital improvement financing component that ensures each utility can fully finance the City's proposed capital improvement program while minimizing impacts to existing ratepayers and complying with existing revenue bond covenants.

Review and Evaluate Current Financial Information and Recommend Financial Policies and Programs

As part of this task, Raftelis will evaluate the City's operating and capital reserve requirements as well as financial and rate policies and recommend appropriate changes to the existing policies that will allow the utilities to most effectively meet their financial goals. These financial policy requirements will include identifying appropriate target reserve levels for the operating and capital programs; when these reserves can be used; infrastructure replacement funding from operations; debt funding of Capital Improvement Program (CIP), if needed; review of the level of transfers to the general fund; and debt service coverage designed to allow the City to meet its financial objectives and goals while achieving improved rate stability and revenue sufficiency. Raftelis will also provide

recommendations on how the City may wish to fund operating and maintenance (O&M) expenses that do not occur annually, such as tank painting and meter replacement.

Develop Revenue Requirements

This task will include the projection of budget items, such as annual costs related to labor, power, materials, capital expenditures, plant investment, O&M expenses, transfers, reserve contributions, debt service coverage, and wholesale purchases for water and sewer treatment based on known and estimated future rate adjustments as well as any capital improvements that may reduce certain key factors such as I&I.

We will develop forecasts of revenue requirements over the multi-year planning period. Revenue requirements will be projected over the rate-setting period based on historical results, the current budget, capital improvement plans, master planning studies, existing debt service, other obligations, and current economic trends. We will examine the effect of variations in factors that impact the utility's revenue requirements and provide comparisons of potential revenue requirement scenarios for review with the City to identify the most appropriate revenue requirements for proposed rates. Projecting revenue adjustments over a multi-year planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation. This will allow the City to adjust its expenses, transfers, and reserve balances or schedule capital projects to smooth rate impacts and maintain financial stability.

Develop Multi-year Cash Flow Analysis and Recommend Reserve Balances

We will develop a multi-year cash flow analysis (five to 10-years) to determine the revenue adjustments needed to meet projected revenue requirements for the multi-year planning period while minimizing sharp rate fluctuations. The cash flow worksheet incorporates revenues generated from different sources, expenses needed to maintain the utility systems, any transfers in and out of the enterprise funds, as well as the coverage needed to meet current and proposed debt service requirements. We will also review the reserve policies to recommend appropriate reserve balances consistent with industry standards and the City's desire to appropriately address risk associated with various factors, including emergency expenditures or revenue shortfalls.

PLANNED MEETINGS:

- Web-based meeting to review multi-year financial plans

DELIVERABLES:

- Multi-year financial plans for each utility

Task 4: Cost-of-service Analysis and Rate Calculation

This task includes a cost-of-service analysis to ensure reasonable cost recovery among the customer classes, equivalent connections, and usage levels. Based on the outcome of Tasks 2 and 3, along with related discussions with City staff and policy directives, alternatives to the existing rate structure will be developed to include a review of the level of revenue generated from the fixed/variable rate components, the affordability for customers conserving water (including a possible "lifeline" rate for low users), upper tier rate levels to promote conservation to preserve the City's capacity allotment related to the wholesale/large user purchase agreements, and other factors that become apparent through discussions and analysis. Additionally, legal restrictions, industry and local utility trends, and guidelines from industry associations such as American Water Works Association (AWWA) and Water Environment Federation (WEF) will be taken into consideration when designing alternative rate structures. These rates will be designed to recover all necessary revenue requirements as prepared throughout Task 3.

The cost-of-service analysis will provide the framework for any rate design modifications along with any pricing objectives that might be identified during the project kick-off meeting. Preliminary rate designs will be provided and compared to the existing rate structure. Comparisons with other nearby and similar utility providers will also be prepared. The project team will meet with the City to review the preliminary rate designs concurrent with a meeting to review the projected revenue requirements in the previous task. During these meetings, staff will have an opportunity to review and discuss preliminary analysis prior to finalizing.

Comparison of Costs by Customer Class

Based on the rate structures identified in this task, we will develop a comparison of the cost of service to rate recovery under the new rates as well as existing rates. This will allow the City to understand any inequities in the existing rate structure as well as how any proposed changes to the rate structure addresses those inequities.

PLANNED MEETINGS:

- Web-based meeting with City staff to review costs by customer classes and resulting rates

DELIVERABLES:

- Costs by customer classes as well as preliminary and final rate recommendations

Task 5: Rate Model Development

At the heart of any successful cost-of-service and rate study is the computer model that is used to develop revenue requirements; perform cost functionalization, classification, and allocation; and calculate rates. The model must be sophisticated enough to perform the complex calculations involved in a comprehensive cost-of-service and rate analysis and yet still be simple enough to allow for future updates by City staff.

The model will incorporate the rate structures and rate calculation methodologies that are identified during Task 4. During the course of the project, City staff will be provided with working copies of rate model drafts in Microsoft Excel so that they will be able to provide input into the development of the model. Once the project is complete, the City will be provided with a fully functioning copy of the model.



Raftelis will develop a customized financial model that incorporates a dashboard to allow you to easily run scenarios and see the impacts in real time. Shown here is a sample dashboard that we developed for another project.

DELIVERABLES:

- Functional rate model for the City's future use and update

Task 6: Reports and Presentations**Rate Comparison**

Raftelis will prepare a comparative analysis of the City's current and proposed water, wastewater, and stormwater rates to comparable peer utilities. This comparison will be used in the reports and presentations of the findings of the study to provide a frame of reference for stakeholders and decision makers. Additionally, comparisons will be made on for certain financial metrics such as reserve fund levels, debt service coverage, net operating revenues, general fund transfers, and others that will help demonstrate overall financial performance.

Draft Report

The draft report will document the rate development process, describe any recommended changes to the existing rate structures and the reason for such changes, and present the results of the rate study. An electronic copy of the draft report will be presented to City staff for their review and comment. Physical copies can be provided upon request.

Final Report

Raftelis will incorporate the City staff's comments of the draft report into a final report. Upon finalization of the report, the City will be provided an electronic copy of the report. Physical copies can be provided upon request. In addition to the final report, the City will also be provided with electronic copies of the final rate model in Microsoft Excel.

Presentations

We will prepare a PowerPoint presentation summarizing the rate study process, findings, and recommendations in a clear and concise manner. We will provide a draft of this presentation to City staff for their review and comment prior to delivering the final version.

Raftelis will also present our findings using this presentation and other outreach materials at a public hearing as well as up to two additional public meetings at the City's direction.

PLANNED MEETINGS:

- Web-based meeting to review draft report with City staff
- Three on-site presentations as directed by the City

DELIVERABLES:

- Rate comparison
- Draft report
- Final report
- PowerPoint presentations

PART B

Who is Raftelis

HELPING LOCAL GOVERNMENTS AND UTILITIES THRIVE

Local government and utility leaders partner with Raftelis to transform their organizations by enhancing performance, planning for the future, identifying top talent, improving their financial condition, and telling their story. We've helped more than 600 organizations in the last year alone.

We believe that Raftelis is the *right fit* for this project. We provide several key factors that will benefit the City and help to make this project a success.

RESOURCES & EXPERTISE: This project will require the resources necessary to effectively staff the project and the skillsets to complete all of the required components. With more than 150 consultants, Raftelis has the largest water-industry financial and management consulting practice in the nation, including many of the industry's leading rate consultants and experts in key related areas, like stakeholder engagement and data analytics. Our depth of resources will allow us to provide the City with the technical expertise necessary to meet your objectives.

DEFENSIBLE RECOMMENDATIONS: When your elected officials and customers are considering the validity of recommended changes, they want to be confident that they were developed by experts using the latest industry standard methodology. Our staff are involved in shaping industry standards by chairing committees within the American Water Works Association (AWWA) and the Water Environment Federation (WEF) and co-authoring many industry-standard books regarding utility finance and rate setting. Being so actively involved in the industry will allow us to keep the City informed of emerging trends and issues and to be confident that our recommendations are insightful and founded on sound industry principles. In addition, with Raftelis' registration as a Municipal Advisor, you can be confident that we are fully qualified and capable of providing financial advice related to all aspects of utility financial planning in compliance with federal regulations.

HISTORY OF SIMILAR SUCCESSES: An extensive track record of past similar work will help to avoid potential pitfalls on this project and provide the know-how to bring it across the finish line. Raftelis staff has assisted 1,000+ utilities throughout the U.S. with financial and rate consulting services with wide-ranging needs and objectives. Our extensive experience will allow us to provide innovative and insightful recommendations to the City and will provide validation for our proposed methodology ensuring that industry best practices are incorporated.

USER-FRIENDLY MODELING: A modeling tool that your staff can use for scenario analysis and financial planning now and into the future will be key for the City going forward. Raftelis has developed some of the most sophisticated yet user-friendly financial/rate models available in the industry. Our models are tools that allow us to examine different policy options and cost allocations and their financial/customer impacts in real time. We offer model options including Microsoft Excel-based and web-based tools that are developed with the expectation that they will be used by the client as a financial planning tool long after the project is complete.

RATES THAT ARE ADOPTED: For the study to be a success, rates must be successfully approved and implemented. Even the most comprehensive rate study is of little use if the recommendations are not approved and implemented. Raftelis has assisted numerous agencies with getting proposed rates successfully adopted. We focus on effectively communicating with elected officials about the financial consequences and rationale behind recommendations to ensure stakeholder buy-in and successful rate adoption.

30 years
serving the
public sector

How we stack up

OUR TEAM INCLUDES

150+ consultants focused on
finance/management/communication/
technology for the public sector

2 chairs & **16** members of
AWWA and WEF utility finance and
management committees and subcommittees

& a Past President of AWWA

RAFTELIS HAS PROVIDED ASSISTANCE FOR

1,500+ public agencies
and utilities

that serve more than

25% of the
U.S. population

including the agencies serving

38 of the nation's
50 largest cities

in the past year alone, we worked on

1,000+ projects for **600+** agencies in **46** states

PART C

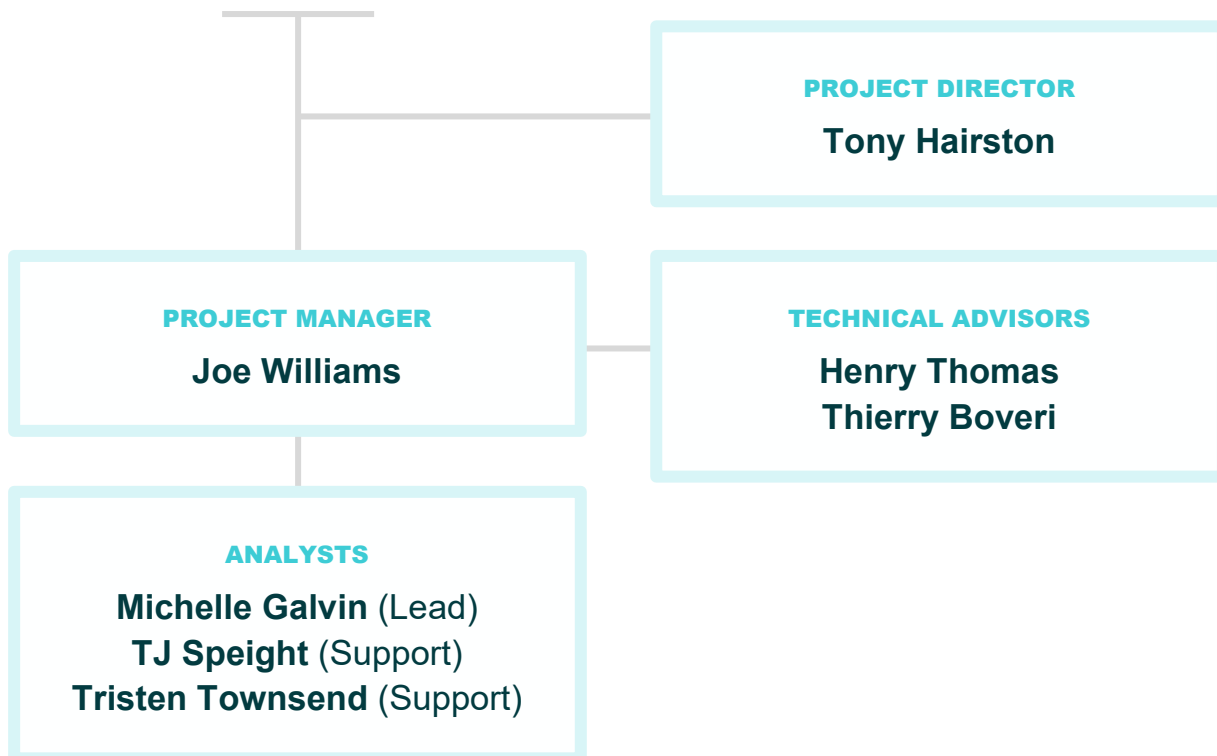
Project Team

WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY'S PROJECT.

Our team includes senior-level professionals to provide experienced project leadership with support from talented consultant staff. This close-knit group has frequently collaborated on similar successful projects, providing the City with confidence in our capabilities.

Here, we have included an organizational chart showing the structure of our project team. Provided in Part G, we have included resumes for each of our team members as well as a description of their role on the project.

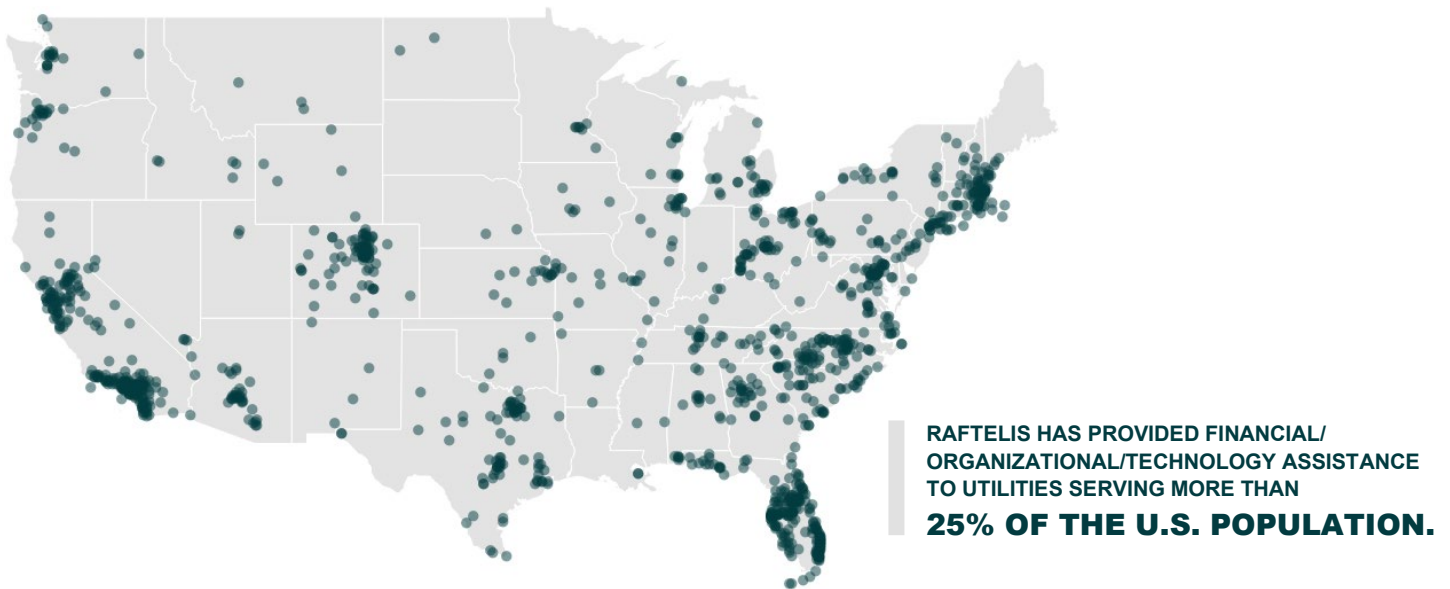
City of Opa-locka



Experience

RAFTELIS HAS THE MOST EXPERIENCED UTILITY FINANCIAL AND MANAGEMENT CONSULTING PRACTICE IN THE NATION.

Our staff has assisted more than 1,500 local government agencies and utilities across the U.S., including some of the largest and most complex agencies in the nation. In the past year alone, Raftelis worked on more than 1,200 financial, organizational, and/or technology consulting projects for over 600 agencies in 46 states, the District of Columbia, and Canada. Below, we have provided descriptions of projects that we have worked on that are similar in scope to the City's project. We have included references for each of these clients and urge you to contact them to better understand our capabilities and the quality of service that we provide.



City of Hallandale Beach FL

Reference: Geo Neste, Finance Director

400 South Federal Highway, Hallandale Beach, FL 33009 / P: 954.457.1371 /

E: gnette@hallandalebeachfl.gov

Raftelis, is currently providing ongoing financial assistance to the City of Hallandale Beach in the development of water, wastewater, and stormwater utility rates. In 2022, Raftelis was retained by the City to conduct a comprehensive water, wastewater, and stormwater rate study. This study included evaluation of the City's existing rate structures and ability to fund the necessary capital improvement plan (CIP). The CIP was determined to require issuance of additional bond funding and Raftelis is currently working to finalize a bond feasibility analysis for the City. The following items have been completed or are in process related to these rate studies:

- City Commission has adopted an initial rate plan, that included a significant water rate adjustment immediately with phased rate adjustments following
- A final rate study report (water, wastewater, and stormwater) and briefing document have been created and presented to the City's elected officials

- The City is currently undergoing a full evaluation of the stormwater equivalency basis in order to update the impervious area for each equivalent residential unit (ERU) as well as to update the policies and procedures for residential units
- The City is updating the impervious area measurements for all non-residential developments, through Raftelis' highly skilled stormwater implementation team

The study addressed the compliance of the utility in meeting the rate covenant requirements for utility revenue bonds issued on behalf of the water, wastewater, and stormwater system. In order to fully evaluate the financial needs of the system, a five-year projection of the revenue requirements of the utility was conducted to identify trends in costs, potential issues relative to the funding of capital and operating reserves necessary to meet the day-to-day requirements of this utility, as well as other factors which may affect the overall management of the utility system.

City of Port St. Lucie FL

Reference: Kevin Matyjaszek, Utility Director

1001 SE Prineville Street, Port St. Lucie, FL 34983 / P: 772.344.4250 / E: kmatyjaszek@cityofpsl.com

The City of Port St. Lucie (City) retained Raftelis to conduct a comprehensive water and wastewater rate study. Since completion of this study in 2018/2019 the City has been updating the forecast annual through a continuing agreement with Raftelis, which allows the City to have a good handle on the changing environment including customer growth rates and inflationary impacts to operating and capital costs.

The study involved an analysis of billing data to identify the characteristics of the various customer classes. A dashboard-driven dynamic computer model was developed for the City to provide a platform for: 1) a revenue sufficiency analysis; 2) apportionments of the fiscal requirements and projections of operating costs; 3) reviews and effects of alternative rate structure modifications; 4) projections of revenue and rate requirements; 5) management of various unrestricted and restricted fund balances; and 6) multiple other items that provide the City with a rate and financial management tool.

Aided by the computer model, alternative rate structures were reviewed and discussed with City staff members during a series of meetings to ensure the recommended alternative would provide the desired results. The methodology, approach, findings, conclusions and recommendation were documented in a study report, which provided the basis for adoption by the City during public meeting.

Additionally, prior to the comprehensive rate study analysis, Raftelis reviewed and revised the utility's water and wastewater impact fees, to meet recent updates to Florida Statutes. A "Consumption"-based methodology was utilized for the study, which assumes that new service connections will utilize portions of both existing and new improvements; as compared to an "Improvements"-based methodology that assumes a new set of service improvements is provided for each new service connection.

City of Lake Alfred FL

Reference: Ryan Leavengood, City Manager

155 E. Pomelo Street, Lake Alfred, FL 33850 / P: 863.291.5747 / E: rleavengood@mylakealfred.com

Raftelis was retained by the City of Lake Alfred in 2022 to update and water and sewer rate study including rate design and financial forecasting activities, that was initial completed in 2016. Lake Alfred requested the development of rate alternatives in order to ensure the rates were providing for equitable cost recovery amongst the

various customer classes. In addition, Raftelis reviewed the existing stormwater rates and policies and provided recommendations for future consideration to more equitably recover costs from larger properties. The rate study included several aspects including:

Pricing Objectives Workshop: At the project kick-off meeting with staff, Raftelis reviewed the existing rate structure and facilitated discussion on the key pricing objectives of the utility moving forward. During this session Affordability, Simple to Understand and Update, and Revenue stability were identified as the key pricing objectives.

Rate Design and Financial Forecast Model: Raftelis developed a financial model for the utility that included the ability to review any combination of rate design alternatives for the water and sewer systems. Rate design alternatives included the ability to remove or reduce gallons included in the base charge, adjust the block allowances and increments, and to adjust the sewer rates from a fixed monthly charge to a base and usage methodology. The forecasting component of the model first begins with the utility budget, which is allocated between water and sewer services by a number of different factors. Then customers, existing rates, and projected revenues are factored in to establish the cash flow analysis. This model has been provided to the client for their use.

Bill Impacts and Comparisons: By reviewing the results of a billing frequency analysis for water and sewer customers, Raftelis was able to develop tables and charts illustrating changes in monthly bills from the various rate design alternatives. In addition, the existing and proposed water and sewer bills were compared to other local utility providers to gain an understanding of the reasonableness of certain changes in monthly water and sewer bills.

Presentation: Raftelis presented the study findings and results to the City Commission in June 2016. The proposed rates were implemented by ordinance in August 2016 with implementation beginning October 2016.

City of Sunrise FL

Reference: Timothy A. Welch, PE, Director of Utilities

777 Sawgrass Corporate Parkway, Sunrise, FL 33325 / P: 954.888.6055 / E: twelch@sunrisefl.gov

Raftelis, previously Public Resources Management Group, Inc. (PRMG), has assisted the City in various revenue sufficiency, cost of service and capital financing projects since 2007. During 2010, PRMG performed a detailed utility rate evaluation and a subsequent bond feasibility study, the primary purpose to support the capital program identified in the City's utility master plan. The study resulted in the adoption of a forty percent (40%) rate increase to fund the capital improvement program and issuance of approximately \$118,615,000 of Utility System Revenue Bonds, Series 2010 (which included Federally Taxable Build America Bonds).

The principal study attributes included: i) the development of a detailed by-class (inside and outside the system) customer forecast and usage evaluation; ii) the development of detailed capital funding and flow of funds (cash) analysis for project financing, including the identification of the amount of renewal and replacement capital funding to be derived from rates; iii) the redesign of rates to meet the expenditure needs, including an increase in rates; iv) presentation to the municipalities that are served on retail basis by the City to present the financial plan; v) the preparation of a rate ordinance; vi) development of a detailed historical coverage evaluation for a multiple year period; vii) preparation of an additional bonds test analysis associated with the issuance of additional parity bonds; viii) assisting in rating agency presentations; and ix) preparation of financial certificates for closing.

PRMG has assisted the City in other rate issues over the years as follows:

- Assisted in development of 2016 water, wastewater, and natural gas system financial projections used by rating agencies for credit surveillance

- Prepared a natural gas rate study in 1996 and 2006, which included the development of a detailed customer and usage forecast of all gas customer classes, including both retail and bulk or wholesale customers, the development of detailed revenues recognizing increases in the cost of gas from the Florida Gas Transmission Company and the development of purchased gas adjustment clause, the development of a detailed financial forecast of the utility operations, and the design of utility rates for each class of service based on cost of service principles and allocation parameters utilized in the development of natural gas rates. The capacity costs were allocated based on demand factors recognizing daily and peak monthly use and other available data to the utility.
- Performed periodic updates to the water and wastewater utility rate study in 2011, 2013, 2016, 2020, and 2022.
- Performed a reuse cost of service evaluation in 2018 that was updated for current costs in 2021.
- Presently, assisting in negotiations related to a utility acquisition.

Additionally, an avoided cost analysis was performed for the interruptible class recognizing that alternative fuels are available to the interruptible class and, therefore, a price sensitivity analysis was developed to ensure that the cost of natural gas would be less than alternative fuel sources.

Village of Wellington FL

Reference: Ana Acevedo, C.P.A., Director of Administrative and Financial Service

12300 Forest Hill Boulevard, Wellington, FL 33414 / P: 561.753.2594 / E: aacevedo@wellingtonfl.gov

Raftelis has provided ongoing utility rate consulting services for years to the Village relative to the annual update of the utility rate model that was initially developed by Raftelis. The major issues addressed annually by Raftelis during the rate review process:

- Development of customer consumption forecast and revenue requirement analysis
- Derivation of a financing strategy to fund the utility's capital improvement program
- Evaluation of revenue sufficiency regarding the ability to meet expenditure requirements, comply with all required and adopted (policy) transfers and meet financial targets of the utility system
- Maintenance of adequate compliance with the rate covenants of the outstanding bond resolution as well as perform a comparative analysis of the financial operations relative to the Moody's Investor Services performance medians and other financial targets developed by the Village and Raftelis

The utility rate analysis has been presented to the Village Council annually as part of the budget and rate process.

FLORIDA EXPERIENCE

The Raftelis team has extensive experience serving Florida public-sector agencies. The matrix below shows some of the Florida public-sector entities/utilities that the Raftelis team has served.

	Rate Studies & Pricing						Wholesale Rates	Enterprise Consolidation	Financial Planning	Impact Fees	Management Consulting	Valuation	Litigation Support	Management Accounting	Contracts/Ordinances	Debt Issuance Assistance
	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water										
City of Alachua																
City of Apopka																
City of Arcadia																
City of Auburndale																
Babcock Ranch Community Independent Special District (BRCISD)																
City of Boca Raton																
Bonita Springs Utilities																
City of Cape Canaveral																
Charlotte County																
City of Clermont																
Collier County																
City of DeLand																
City of Davie																
Destin Water Users																
City of Edgewater																
City of Eustis																
Florida Keys Aqueduct Authority																
Town of Fort Myers Beach																
City of Fort Walton Beach																
City of Groveland																
Hernando County																
Hillsborough County																
Indian River County																
Village of Islamorada																
Town of Jupiter																
Town of Key Biscayne																
Town of Lauderdale-by-the-Sea																
City of Lake Alfred																
City of Largo																
City of Lake Wales																
Lee County																
Manatee County																
City of Marathon																
City of Margate																
Martin County																
City of Mascotte																

FLORIDA EXPERIENCE

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	Water	Wastewater	Stormwater	Irrigation Water	Raw Water	Reuse Water	Solid Waste										
City of Melbourne	●	●						●			●					●	●
City of Miami Beach	●	●	●					●		●							●
City of Miramar	●	●	●							●		●				●	●
Town of Oakland	●	●						●		●	●	●				●	●
City of Oakland Park	●	●					●	●				●					●
City of Ocala	●	●	●	●				●		●	●	●	●	●		●	
City of Oldsmar	●	●	●	●		●		●		●	●	●					
City of Orlando		●	●							●							
City of Oviedo	●	●		●		●				●	●	●	●			●	●
Town of Palm Beach								●		●			●				
Village of Palm Springs	●	●	●													●	
City of Panama City	●	●					●			●							
Pinellas County	●	●		●		●	●	●		●		●					
City of Plant City	●	●	●	●		●	●			●	●						●
City of Pompano Beach	●	●				●		●		●	●	●				●	
City of Port St. Lucie	●	●	●	●				●		●	●	●	●	●		●	●
St. Johns County	●	●		●	●	●		●		●	●		●			●	●
City of Sanford	●	●	●	●		●				●	●	●				●	●
Sarasota County	●	●					●			●							●
South Walton Utility Co., Inc.	●	●		●						●	●	●					
City of Stuart	●	●	●				●					●					●
City of Sunrise	●	●				●		●		●				●	●		●
Village of Tequesta	●		●							●		●		●		●	●
Tohopekaliga Water Authority	●	●		●		●		●		●	●			●			●
City of Tampa	●	●	●	●		●	●	●		●	●		●			●	●
City of Tavares	●	●		●		●			●	●	●					●	●
Volusia County	●	●	●	●		●		●		●	●	●	●			●	
Village of Wellington	●	●					●			●						●	●
City of West Palm Beach	●	●	●		●		●	●		●	●	●	●			●	●
City of Wilton Manors	●	●	●							●	●						
City of Winter Haven	●	●	●	●		●		●	●	●	●	●	●			●	●
City of Zephyrhills	●	●								●	●					●	●

PART D

Schedule

Raftelis will complete the scope of services within the timeframe shown in the schedule below. The proposed schedule assumes a notice-to-proceed by July 2023 and that Raftelis will receive the needed data in a timely manner and be able to schedule meetings as necessary. Project completion is estimated for December 2023.

TASKS	2023					
	JUL	AUG	SEP	OCT	NOV	DEC
1. Project Initiation and Management	●					
2. Consumption and Current Revenue Analysis		●				
3. Development of Financial Plans			●			
4. Cost-of-service Analysis and Rate Calculation				●		
5. Rate Model Development			●			
6. Reports and Presentations				●	●	●

● In-person Meetings

● Web Meetings

● Deliverables

PART E

Fee Proposal

The following table provides a breakdown of our proposed fee for this project. This table includes the estimated level of effort required for completing each task and the hourly billing rates for our project team members. Expenses include costs associated with travel for onsite meetings.

Tasks	Web Meetings	In-person Meetings	Hours									Total Fees & Expenses
			TH	JW	MG	TT	TS	HT	TB	Admin	Total	
1. Project Initiation and Management		1	2	8	8	2	0	0	0	0	20	\$5,350
2. Consumption and Current Revenue Analysis	1		0	4	8	16	0	0	0	0	28	\$5,580
3. Development of Financial Plans	1		2	12	16	20	4	4	0	0	58	\$12,980
4. Cost-of-service Analysis and Rate Calculation	1		2	8	8	4	20	0	4	0	46	\$10,200
5. Rate Model Development	1		0	4	8	12	12	0	0	0	36	\$6,980
6. Reports and Presentations		3	0	40	12	16	0	0	0	2	70	\$18,270
Total Meetings / Hours	4	4	6	76	60	70	36	4	4	2	258	
Hourly Billing Rate			\$340	\$295	\$200	\$175	\$175	\$340	\$340	\$95		
Total Professional Fees			\$2,040	\$22,420	\$12,000	\$12,250	\$6,300	\$1,360	\$1,360	\$190	\$57,920	
TH - Tony Hairston JW - Joe Williams MG - Michelle Galvin TT - Tristen Townsend TS - TJ Speight HT - Henry Thomas TB - Thierry Boveri Admin - Administration			Total Fees									\$57,920
			Total Expenses									\$1,440
			Total Fees & Expenses									\$59,360

PART F

Modifications to the Scope

Raftelis does not have any modifications to the scope.

PART G

Tony Hairston

PROJECT DIRECTOR

Vice President

ROLE

Tony will be responsible for overall project accountability and will be available to provide quality assurance and control, industry perspective, and insights into the project.

PROFILE

Tony currently serves as Vice President in Raftelis' Maitland, FL Office. He has 22 years of experience implementing financial, management, and data solutions for utility and other municipal clients. He has both managed and provided technical analysis on a variety of complex financial and management projects including comprehensive utility rate studies, impact fees, bond feasibility reports, and assisting numerous municipalities and utilities in addressing their rate-setting and financial planning goals. He has assisted governmental clients with projects including the creation and planning of several new wastewater utilities to protect the near shore water quality of the Florida aKeys. Tony has presented papers at the WaterReuse Foundation, Florida and Alabama/Mississippi AWWA conferences, and regional conferences such as the Tampa Bay Water Shortage Management workshop. Tony also co-authored a chapter entitled, "Projecting Customer Demand," for the Fourth Edition of the industry guidebook, *Water and Wastewater Finance and Pricing: The Changing Landscape*.

KEY PROJECT EXPERIENCE

Florida Keys Aqueduct Authority (FL)

Tony served as project manager for numerous water and wastewater rate projects for the Florida Keys Aqueduct Authority (FKAA) since 1999. Various projects have included the bond feasibility report for the Series 2019 Water Revenue Bonds (\$45,010,000), Series 2007 Water Revenue Bonds (\$53,975,000) and Series 2006 Water Revenue Bonds (\$49,700,000).

Feasibility reports for various wastewater program initiatives, development of wastewater rates in five (5) separate wastewater service areas and the eventual consolidation of wastewater rates. Tony provided public outreach to future customers in each of these service areas and presented rates to the FKAA Board for adoption. Tony conducted a comprehensive water rate and impact fee study for the Aqueduct and provided periodic updates of the water financial forecast and capital financing plan. Tony also developed initial reclaimed water rates and financial policy for the FKAA's initial reclaimed water program in the Big Coppitt service area.

Volusia County (FL)

Tony has been the project manager or lead consultant on numerous engagements with Volusia County (County). In 2016 Raftelis is providing an alternative water supply cost allocation analysis to the County and three nearby



Specialties

- Utility cost-of-service & rate structure studies
- Bond feasibility reports
- Impact fee studies
- Alternative water supply planning
- Long range financial planning & feasibility studies
- Cost analysis & cost allocation

Professional History

- Raftelis: Vice President (2018-present); Senior Manager (2015-2018); Manager (2012-2014)
- Public Resources Management Group (PRMG): (1998-2012)
- Federal Reserve Bank of Richmond, VA: Bank Analyst (1995-1998)

Education

- Master of Science in Economics - Florida State University (1995)
- Bachelor of Science in Economics - Florida State University (1993)

Certifications

- Series 50 Municipal Advisor Representative

Professional Memberships

- AWWA: Founding Chair of Florida Section Rates & Finance Committee
- Florida Government Finance Officers Association
- Florida Stormwater Association

municipal utilities. In 2010, Tony managed a utility rate study including a five-year financial forecast and design of potable water, wastewater, and reclaimed water rates. The County was enduring several years of stagnate growth while addressing several regulatory challenges such as alternate water supply planning and effluent disposal quality and capacity. The financial forecast element was focused on capital finance planning including the purchase of a strategic land area for the purpose of developing alternative water sources. The rate design efforts included the adjustment of base water rates to increase revenue stability, adjustments to water conservation rates including non-residential customers, wastewater rate adjustments, and reclaimed water rate alignment with potable water incentives. The proposed rates were presented to the County Council during a public workshop and again at a public hearing for adoption by resolution. Other projects provided to the County have included service area evaluations, impact fee studies, developer fee analysis, and ongoing capital finance planning.

Sewerage and Water Board of New Orleans (LA)

Tony served as project manager for Sewerage and Water Board of New Orleans (SWBNO) projects since 2018 including: bond debt service Qualified Independent Consultant opinion letters, bond rating presentations, financial forecasts and management of water audits. To complete these projects, Tony managed a specialized Raftelis team and coordinated with SWBNO financing team including the financial advisor, bond counsel, and management. Tony recently assisted SWBNO in credit rating agency presentations and water audit presentations to the SWBNO Finance and Audit Committee.

City of Goodyear (AZ)

From 2017 to 2018, Tony lead a specialized team to update the City of Goodyear's (City) development impact fees. The project includes impact fees for water, wastewater, police, fire, recreation, and streets. Pursuant to ARS Sec. 9-463.05 Raftelis developed a land use assumption plan, infrastructure improvements plan, and impact fee study. The City's infrastructure requirements have been increasing due to growth, resulting in fee increases. Tony worked closely with City management and the development community to review the infrastructure projects and how those projects related to growth and ultimately the proposed impact fees. After several work sessions with the City Council and the development community, the plan and fees were adopted by the City in late 2018.

Tampa Bay Water (FL)

Project experience with Tampa Bay Water includes future water supply financial planning, reclaimed water resources pricing, and Member Government outreach services. A customized interactive financial forecast and rate model for the Tampa Bay Water Member Government Reclaimed Committee was created and presented to the Committee for future water supply planning. The project included careful review of forecast assumptions with Member Government representatives and Tampa Bay Water management and featured an analysis of the City of Tampa's proposed TAP project, Hillsborough County's SHARP project, along with other traditional water supply options. The report was finalized in July 2018 and adopted by the Member Government Reclaimed Water Committee.

Brunswick Glynn Joint Water and Sewer Commission (GA)

The Brunswick Glynn Joint Water and Sewer Commission (BGJWS) has a unique service area with a combination of a low-income small urban service area, a growing suburban service area, and a seasonal wealthy coastal resort service area. Tony managed a rate study that involved increasing the BGJWSC revenue stability while maintaining affordable utility bills at low usage levels. A comprehensive five-year financial forecast model, cost of service, and rate structure analysis was developed for BGJWSC. Several rate options were presented to management and ultimately to the BGJWSC Commission. After several requests for additional information, the Commission ultimately adopted and has successfully implemented the proposed rates.

Pinellas County (FL)

Tony has served as project manager for a Utility Business Case and Rate Sustainability study for the Pinellas County (County) potable water, wastewater, and reuse water utility. This project is a comprehensive analysis that combines business planning with rate sustainability analysis. The rate sustainability analysis included a review of all potable water, wastewater, and reuse water rates. A pricing objectives workshop was conducted with key stakeholders in order to prioritize the rate structure pricing objectives. After a review of all monthly rates with the County, potable water and wastewater rate structures that included base charges by meter size, potable water conservation rates, and modifications to multi-family base charges were all designed and validated by the County steering committee. Relevant bill impact and comparisons were reviewed in order to gain an understanding of impacts to customers.

The business plan involved the review of various business processes and impact analysis on a number of potential process changes including conversion from bi-monthly billing to monthly billing and implementation of AMI metering infrastructure. The steering committee included staff from all utility functions including budget, operations, maintenance, field services, revenue collection, customer service representatives and management. Through a series of workshops with the County, a business case was developed that included both the financial and organization and customer service impacts to each initiative. The results of both the rate sustainability and business case were reviewed and validated by the County steering committee. Final results are scheduled for completion and presentation to the Board of County Commission in early 2015.

Emerald Coast Utilities Authority (Pensacola, FL)

Emerald Coast Utilities Authority (ECUA) has identified over \$233 million of water/wastewater capital improvements to be implemented in order to be consent order and maintain its utility infrastructure. Raftelis developed an interactive utility financial model to support ECUA's bond and provide a decision support tool for ECUA staff. The financial model provided a five year forecast, interactive dashboard, and capital funding/bond analysis features in order for ECUA to evaluate various alternative funding scenarios. Raftelis collaborated with ECUA staff to develop a strategy of bond sizing placements to complete critical capital improvements while maintaining a strong financial position. Raftelis also develop a financial feasibility report for inclusion in ECUA's official statement for the proposed Utility System Refunding Revenue Bonds, Series 2015 and provided support to ECUA's team of financial advisors.

City of Auburn (AL)

Tony served as project manager on several projects with the City of Auburn (City) and the Water Works Board of the City of Auburn (AWWB). He assisted the AWWB with its drought rate policies in 2008 and 2011 in response to severe drought conditions affecting the AWWB water supplies. Tony led a review of historical water usage patterns and recommended a phased approach for the implementation of drought rates corresponding to changing drought conditions. He also conducted comprehensive water and wastewater rate and access fee studies on behalf of the AWWB and the City. In 2011, Tony conducted a review of the City's solid waste residential collection rates and assisted the City in a multi-year phase of rates to better align revenues with costs while mitigating customer impacts. All studies required several public workshops and meetings with the City Council and AWWB Board and recommendations were subsequently adopted by the applicable governing bodies. Most recently in 2014 both the water and sewer rate studies were updated. In particular the water rates were reviewed for sufficiency to meet the financing requirements of a reconstruction of major water supply facilities along with rate structure options for Board consideration. The 2014 study also included a review and recommended changes to the fire protection charges to better reflect costs and ease the administration of this service by simplifying the fee structure.

Alabaster Water Board (AL)

Tony has managed Raftelis' projects with the Alabaster Water Board. Raftelis was initially engaged by Alabaster Water Board in 2013 to review revenue sufficiency and debt service coverage associated with a recent revenue bond issue. Following this engagement, in 2014 Raftelis was retained to conduct a rate study including a review and comparison of various miscellaneous utility fees with other nearby service providers. Raftelis worked with Alabaster Water Board staff to review the actual cost of providing various services, and approaches to future service charges balancing cost and customer service. In addition to miscellaneous charges, Raftelis developed a six year financial forecast that included capital funding and water sales scenario analysis based on recent trends and possible future outcomes. Raftelis staff reviewed the financial model and various scenarios during several onsite and web based work sessions. In addition, certain rate structure options were reviewed including options to increase fixed revenue recovery. These options were presented to the Board in September 2014 and the option to increase base charge recovery was adopted by the Board in October 2014.

Daphne Utilities (AL)

Tony managed a water and wastewater rate study for Daphne Utilities (DU). DU wanted to conduct a rate study in order to ensure a cost justified rate schedule that could be communicated to its customer base and ensure adequate and appropriate cost recovery. The rate study included several components such as: 1) Pricing Objectives Workshop: Raftelis held a kick-off meeting with utilities staff and the Board chairman to review the existing rate structure and identify the key pricing objectives of Daphne Utilities. The session included the identification of cost based rates, affordability, and revenue stability as the most important pricing objectives that the new rate structure should achieve. ; 2) Cost-of-Service model and Rate Design Model: Raftelis developed a Cost-of-Service model for the water and wastewater systems, which included an allocation of administrative activities to the natural gas activities. Based on the Cost-of-Service model and the pricing objectives parameters, Raftelis developed a rate design model that included various features including the input of various minimum gallons to be included in the monthly base charge. Other parameters included readiness-to-serve factors by meter size, billing charge components, and outside surcharges. 3) Bill Impacts and Comparisons: Based on a thorough analysis of the water and wastewater billing statistics, Raftelis was able to identify usage levels of various customer classes and indicate the potential change in monthly bills that would occur under any proposed rate structure. Also the existing and proposed bills were compared to other utility providers; and 4) Presentation: Tony presented the study to the Board in May 2015 and the Board accepted the recommendations. Implementation is scheduled for October 2015.

City of Tuscaloosa (AL)

This City of Tuscaloosa (City) has been experiencing rapid growth related to increasing enrolment at the University of Alabama and other factors. The City reports that this growth is placing a direct burden on City infrastructure engaged Raftelis to conduct an impact fee study in order to determine a defensible methodology and calculation of impact fees in order to recover the proportionate share of costs that growth imposes on City infrastructure. The identified infrastructure includes water, sewer, stormwater, streets/roads, police, and fire services.

Tony is managing the first phase of this project which includes analysis and recommendations for water and wastewater impact fees and a feasibility analysis related to other potential impact fees. The completion of this first phase is scheduled for Fall 2015 with additional phases to be completed in 2016.

Village of Islamorada (FL)

The Village of Islamorada (Village), located in the Florida Keys, is implementing a \$115 million central wastewater program by 2015 in order to comply with State of Florida mandates regarding near shore water quality. The wastewater project involves the retrofit of essentially its entire incorporated area, which is currently served by septic tanks and package plants. Tony has served as project manager with regard to ongoing financial planning and wastewater rate policy for the Village. Originally, the financial model included a 10-year forecast based on the

Village's planned method of delivery using the traditional design-bid-build procurement process. However, in 2010 the Village began to explore the design-build-operate (DBO) procurement process as an expedited and more cost effective approach to complete this project. The Village has also maintained two options for treatment services, including onsite wastewater treatment facilities or wholesale treatment services from a nearby special utility district. The financial forecast has evolved to include the DBO procurement method and include the two treatment options, along with additional funding and other options. The financial forecast has been used by the Village for securing \$20 million in grant funds, \$46 million in low-interest loans, and additional line of credit funding. In addition to financial forecasting and rate policy consulting, Tony participated as a selection committee member with regard to the qualifications and selection process of the DBO procurement. Tony led the committee member efforts regarding evaluation of the various pricing proposals submitted by qualified DBO entities, and presented the results which were accepted by the Village Council. Tony is currently conducting a wastewater rate study for the Village and continues to manage ongoing utility rate and financial consulting services for the Village.

City of Marathon (FL)

The City of Marathon (City) is one of several jurisdictions located in the Florida Keys that has been mandated by the State of Florida to provide central wastewater service to its residents. The City also implemented extensive stormwater infrastructure improvements concurrent to the wastewater project. Tony initially provided public outreach and financial and rate planning support to the City beginning in 2006. As the program became more developed, Tony led a financial forecast study to provide the City with a planning tool for future policy decisions and loan procurement. In 2008, Tony managed a financial feasibility study/report which was used by the City and its financial advisor to secure \$30 million of bank-qualified financing and over \$80 million of SRF loan financing for the stormwater and wastewater project. Later in 2008, Tony led the City's initial rate study including public outreach and presentation to the City Council. The proposed rates and stormwater assessments were adopted and implemented by the City. Tony continues to manage ongoing utility rate and financial consulting services to the City of Marathon.

Key Largo Wastewater Treatment District (FL)

Tony has served as project manager for the initial wastewater rate and rate policy development for the Key Largo Wastewater Treatment District (District). The Key Largo Wastewater Treatment District was created by the Florida legislature in June 2002 for the purpose of constructing wastewater treatment systems in the Upper Florida Keys. In 2005, the District was nearing completion of construction in two areas and needed to establish utility rates for these areas and future wastewater service areas where additional construction was planned. Tony led a study of the District's near and long-term revenue requirements with respect to serving these areas. Because the initial wastewater service area was relatively small, a careful analysis of potable water consumption patterns was conducted in order to reasonably forecast future wastewater billings. Initial rates were developed for the first service areas, and these rates were tested and revised in order to provide a consistent rate policy and structure as new areas were added and economies of scale were anticipated. The initial rates and financial forecast were presented to the District Board and adopted as proposed in 2005. Updates to the wastewater financial forecast were provided in 2007 and 2009 which showed that the initial rate development remained valid. The 2009 update was utilized by the District to secure \$30 million in a bank qualified loan to finalize its capital funding efforts.

City of Boca Raton (FL)

Tony managed several projects including a utility revenue sufficiency analysis and a utility rate study for the City of Boca Raton (City). The rate study was completed at the time of decreasing water demand and uncertain economic conditions while significant capital improvements were being completed by the City. Rates were proposed and adopted by the City Council based on recommendations from the rate study and subsequent presentations by Tony. Other studies completed for the City include electric pass-through costs analysis and wastewater availability charge analysis.

City of Oviedo (FL)

Tony has managed several projects for the City of Oviedo (City) including an acquisition analysis of the Alafaya Utilities wastewater system (Utilities), financial feasibility report for the Series 2010A and 2010B Bonds (\$35,900,000), and ongoing financial forecasts for the City's utility system. The acquisition analysis included a review of historical Utilities' operations and several meetings with the owner's representatives and City representatives. The acquisition analysis considered the historical net revenue stream and reflected certain adjustments for operations under City ownership including a combination of benefits from management synergies as well as lost revenue due to property and franchise fee collections. The City negotiated a successful agreement for the purchase of the Utilities system and has integrated the system into the City's operations. Tony also led utility rate studies that included new reclaimed water service to existing City potable water customers. A financial and demand model was created in order to assist the City in anticipating potable water demand reductions in response to increasing reclaimed water availability. Rate structures were recommended to the City in order to mitigate the impact of the expected loss of potable water revenue on the City's financial condition.

City of Sanford (FL)

Tony has led numerous rate studies to assist the City of Sanford (City) in meeting several regulatory and economic challenges. Many utility capital improvement initiatives were mandated to the City over the past several years at a time when the City was enduring severe economic hardship. Tony managed a detailed utility financial forecast in order to evaluate numerous capital improvement initiatives and sensitivity analyses regarding future conditions. A special emphasis was placed on rate phasing and avoiding large one-time rate adjustments. The financial forecast was used by City staff in budget planning and resource allocation. The financial forecast also provided the basis for several ad hoc analyses as needed by the City. Tony presented numerous forecasts and rate recommendations to the City Commission and such recommendations have been adopted by the City. He also conducted a stormwater rate analysis for the City with an emphasis on capital planning under the existing utility billing structure.

PROJECT LIST

- City of Alachua (FL) - Reclaimed water rate analysis
- Alabaster Water Board (AL) - Water rate study and miscellaneous charge review
- City of Alabaster (AL) - Sewer rate study
- City of Auburn (AL) - Water and wastewater rate and access fee studies, drought rates, and solid waste rate review
- City of Auburndale (FL) - Water and wastewater financial feasibility report
- City of Boca Raton (FL) - Utility rate study, sewer availability policy
- Charlotte County Utilities (FL) - Comprehensive utility financial forecasts, impact fees and wholesale water cost dispute resolution
- Daphne Utilities (AL) - Utility cost-of-service and financial forecast
- Destin Water Users (FL) - Rate study, financial planning, resource planning
- Emerald Coast Utilities Authority - ECUA (FL) Series 2015 - Bond feasibility study
- Enterprise Community Development District (FL) - Cost-of-service rate study, wholesale cost pass-through analysis
- City of Eustis (FL) - Utility rate studies, business planning, impact fee studies, stormwater utility rate analysis
- Fairfax County (VA) - Wastewater financial forecasting and sufficiency studies
- Florida Keys Aqueduct Authority (FL) - Bond feasibility report, service area expansion, system development charges, miscellaneous charges, reclaimed water rate study, utility policy, water rate study, sewer rate study
- City of Fort Myers Beach (FL) - Water rate study
- City of Groveland (FL) - Utility rate studies, financial forecasts, utility and municipal impact fee studies

- City of Hallandale Beach (FL) - Utility impact fee study, alternative water supply planning
- Indian River County (FL) - AMI Feasibility and business case analysis
- Village of Islamorada (FL) - Wastewater rate study, procurement and alternative project delivery evaluation
- Key Largo Wastewater Treatment District (FL) - Wastewater rate study
- City of Lake Alfred (FL) - Water and wastewater rate study
- City of Lake Wales (FL) - Utility revenue sufficiency analysis and financial model
- City of Largo (FL) - Wastewater financial forecast and rate study, wholesale rate analysis
- City of Marathon (FL) - Wastewater and stormwater rate study, financial forecast and financial policy development
- City of Marco Island (FL) - Water and wastewater rate design
- City of Margate (FL) - Wastewater rate study, impact fee study, alternative water supply planning, stormwater rate study
- City of Marianna (FL) - Utility rate study
- City of Mascotte (FL) - Wastewater rate study; impact fee study
- Town of Montverde (FL) - Water impact fee and rate revenue sufficiency studies
- City of Minneola (FL) - Police, fire, and recreation impact fee study
- City of Mt. Dora (FL) - Impact fee study, utility rate study
- Town of Oakland (FL) - Water rate study, impact fees (water, wastewater, police, roads, parks, administrative); SRF loan business plan
- City of Ocala (FL) - Utility rate studies; revenue sufficiency analysis; water and wastewater impact fees
- City of Oldsmar (FL) - Water resource planning, utility rate study, impact fee study, stormwater study
- City of Oviedo (FL) - Utility acquisition analysis, bond feasibility report, utility rate study, reclaimed water rate analysis, impact fee analysis
- Pinellas County (FL) - Utility business case and rate sustainability study
- City of Plant City (FL) - Water and wastewater rate study, solid waste rate study, stormwater rate study, impact fee study, financial forecasting
- City of Prichard (AL) - Water works and sewer board of city of Prichard - utility revenue sufficiency study
- City of Sanford (FL) - Utility rate study, loan assistance, stormwater rate study, utility impact fee analysis, police-fire-recreation impact fee analysis
- South Island Public Service District (Hilton Head, SC) – Utility rate study
- South Walton Utilities (FL) - Water resource planning, wholesale rate analysis, utility rate studies
- St. John River Water Management District (FL) - Alternative water supply analysis and impact on utilities
- City of Titusville (FL) - Water resource planning
- City of Treasure Island (FL) - Wastewater rate study, cost pass-thru analysis
- City of Tuscaloosa (AL) - Water and sewer impact fee study and impact fee feasibility
- Volusia County (FL) - Utility rate studies, service area evaluations
- City of West Melbourne (FL) - Utility rate study
- West Volusia Water Suppliers (FL) - Alternative water cost allocation for cities of Deland, Deltona, Orange City and Volusia county utilities
- City of Wilton Manors (FL) - Utility rate study
- City of Winter Springs (FL) - Fire impact fee study

PRESENTATIONS

- “RevPlan for Rural Systems,” WaterPro Annual Rural Water Conference, 2019
- “Rate Structures and Financial Planning,” Alabama Water and Wastewater Institute Annual Conference, 2015
- “Capital Finance Planning and Communication” Alabama/Mississippi AWWA, 2015
- “Funding Central Wastewater Retrofits in the Florida Keys” Caribbean Water Works Association, 2015

- “Practical Approaches to Finance Infrastructure Projects in the Current Market,” Florida Section AWWA Fall Conference, 2012
- “Right Sizing the Fixed Component in Your Rate Structure,” Alabama/Mississippi Section AWWA Conference, 2012
- “Valuing Reclaimed Water,” WateReuse Foundation Annual Conference, 2010
- “Implementing Water Conservation into Rate Structure,” Florida Section AWWA Fall Conference, 2009
- “Drought Surcharge Rates,” Presentation to Tampa Bay Water Regional Water Shortage Management Workshop, 2009
- “Utility Impacts/Reaction/Response to Current Economic Factors,” Presentation to Florida Section AWWA, 2009

Joe Williams

PROJECT MANAGER

Senior Manager



ROLE

Joe will manage the day-to-day aspects of the project ensuring it is within budget, on schedule, and effectively meets the City's objectives. He will also lead the consulting staff in conducting analyses and preparing deliverables for the project. Joe will serve as the City's main point of contact for the project.

PROFILE

Joe currently serves as a Senior Manager in Raftelis' Maitland, FL office. He has over eleven years of experience in financial, management, and rate consulting for utility and other municipal clients. His expertise lies in the areas of developing utility rate studies, impact fees, bond feasibility reports, building fees, miscellaneous fees, and other related financial solutions based on technical analysis and unique needs of each client. He has worked with staff, leadership, and governing bodies for municipal utilities to find solutions to financial and managerial issues that can arise in providing sustainable and effective service delivery.

KEY PROJECT EXPERIENCE

City of Lake Alfred (FL)

Joe has been led several projects for the City of Lake Alfred (City) since 2016 including a water, wastewater, and stormwater rate study, an impact fee/connection fee study in 2018 including water, wastewater, police, fire, parks, and general government capital charges. Each of these studies were completed in a timely fashion with all recommendations being adopted by City Council in the original studies in 2016 and 2018, as well as in the updated studies that occurred in 2022. The rate study identified the ability to move away from having minimum gallons included for the monthly water bill and away from a fixed monthly sewer charge for all residential connections. Instead, a base and usage charge structure was implemented that allows for encouraging water conservation in times of significant growth in the City, and throughout Polk County, that is putting unprecedented demands on the water resources available. In light of these challenges, Raftelis is currently engaged with the City to update the water and wastewater rate study, as well as all of the impact and connection fees, to identify the appropriate solutions for the City to manage this time of growth and capital investment. Additionally, Raftelis is updating the City's building fee schedule for plan review and inspection fees related to enforcing the Florida Building Code.

City of Port St. Lucie (FL)

Raftelis has been working with the City of Port St. Lucie (City) since 2011. Recently, several major studies have been completed to ensure the water and sewer utilities are funding a high level of renewal and replacement costs associated with their low pressure sewer system and grinder pumps. In 2015, a comprehensive five-year water and sewer rate study was completed which identified a program to fully fund the capital needs, maintain adequate reserve funds, and provide strong debt service coverage with modest rate adjustments of 1.5% per year. Additionally, it was identified there were opportunities to adjust the overall revenue recovery between the water and sewer rate structures. Also in 2015, a water and sewer impact fee study was completed to bring these fees into alignment with the current high growth environment the utility is in. In 2019, Raftelis was tasked with updating the

Specialties

- Utility cost-of-service & rate structure studies
- Bond feasibility reports
- Long-range financial planning & feasibility studies
- Impact fee studies (utility & municipal)

Professional History

- Raftelis: Senior Manager (2023-present); Manager (2020-2022); Senior Consultant (2018-2019); Consultant (2015-2017); Associate Consultant (2013-2014); Analyst (2012)

Education

- Master of Business Administration - University of Central Florida (2018)
- Bachelor of Science in Business Administration (Financing & Accounting) - University of Central Florida (2012)

water and sewer financial forecast to factor in a significant increase in capital requirements due to expansion needs and additional renewal and replacement requirements. Through strong growth and management of the utility's financials, Port St. Lucie is able to maintain rate adjustments around annual inflationary levels.

City of Winter Haven (FL)

Raftelis has been engaged by the City of Winter Haven (City) for many years to assist with a variety of projects including, utility rate and capital charge studies to developing potential Fire Assessments within the City at targeted revenue levels. Joe led the effort throughout 2021 and 2022 on updating the City's capital connection charges and rate study that included development and update of the City's rate structure, industrial wastewater rates related to strength factors and related surcharges, and large user arrangements. The project team worked closely with City staff to develop solutions that would meet the utility's needs as well as provide for a just and equitable set of rates and charges for all new and existing customers. Raftelis is currently engaged to assist with updating the City's municipal impact fees for Police, Fire, and Parks and Recreation services.

City of Auburndale (FL)

Raftelis has been engaged with the City of Auburndale (City) for many years working on utility rates and impact fees. In 2021 a comprehensive utility rate study, including capital funding and rate design adjustments, as well as an update to the utility capital connection charges was completed. Based on current industry trends and input from staff, certain adjustments were made to the rate structure and the application basis of the impact fees to represent a more fair and equitable revenue generation system for the utility. Each of the recommendations were implemented and adopted by the City Commission.

St. Johns County (FL)

Raftelis has been engaged with the St. Johns County (County) Utilities Department for many years and has completed studies ranging from water and wastewater capital connection fee studies for the Main and Ponte Vedra systems, bond feasibilities, rate studies, system consolidation studies, and other similar financial efforts. Recently, Raftelis completed an update of the water and wastewater capital connection fees to represent the current cost of providing utility capacity for new development. This study reviewed the level of service (LOS) provided to growth and identify credits to account for other funding sources in light of the rapid growth occurring in the County. Raftelis is currently engaged with the County to provide a bond feasibility study, that will obtain funding for new wastewater plants to accommodate the demands from growth as well as regulatory requirements, and a miscellaneous fee study that is intended to assess fee levels and update to reflect the full cost to the County of providing these services (i.e., meter tap and installation charges, service fees, and other related miscellaneous charges).

Florida Keys Aqueduct Authority (FL)

Joe has been involved with several projects for the Florida Keys Aqueduct Authority (FKAA) since 2013 including a system development charge study, a comprehensive review of existing miscellaneous charges, and a water and wastewater sufficiency analysis for a greatly expanded wastewater customer base. In 2019 Raftelis was engaged to complete a bond feasibility analysis for issuance of bonds to fund \$50 million of projects, while maintaining a strong credit rating through strong reserve, coverage, and cash flow projects. FKAA is using short term loans in conjunction with WIFIA loans to maximize the cash flow and affordability of the borrowing.

City of Marathon (FL)

Raftelis is currently engaged with the City of Marathon (City) to provide a financial forecast for the wastewater and stormwater utilities. Joe assisted with the model development, which includes highly detailed budget projections due to operating contracts and evolving customer characteristics in addition to revenue generation, reserve balances,

capital improvement funding. He also played an integral role in the development of the council presentation materials and the combined system revenue sufficiency report.

City of Tavares (FL)

Raftelis has been engaged with the City of Tavares (City) for multiple studies and continuing service contracts. Joe has been assembling, reviewing, and compiling key data required for an ongoing feasibility review to fund stormwater facilities. This has involved modeling the financial impact various funding alternatives will have on cost recovery through rates, fees, and charges. He has also assisted with the research and data acquisition for rate and impact fee comparisons of surrounding utilities which are used in presentations and study reports.

Volusia County (FL)

Raftelis has assisted Volusia County (County) with various studies since 2012. Joe played a key role in data collection, modeling, and meetings with key staff for a net present value calculation of the potential sale of a service area within the County. Raftelis was also retained by the County to determine the feasibility of acquiring a wastewater system within the County in order to provide better and higher quality service to the customers.

PROJECT LIST

- Alabaster Water Board (AL) – Water rate study
- Auburn Water Works Board (AL) – Water rate study and miscellaneous charge review
- City of Auburn (AL) – Sewer rate study
- City of Alachua (FL) – Reclaimed water study
- City of Atwater (CA) – Water rate study
- City of Auburndale (FL) – Revenue sufficiency study
- City of Bartow (FL) – Fire fees
- Bonita Springs Utilities (FL) – Water and wastewater rate study
- Brunswick-Glynn County JWSC (GA) - Water and wastewater rate design and financial forecast
- Cassatt Water Company (SC) – Water rate study
- Charlotte County (FL) – Dispute resolutions
- City of Clarksville (TN) – Water and wastewater financial planning
- City of Clearwater (FL) – Utility customer service efficiency review
- Emerald Coast Utilities Authority (FL) – Water and wastewater bond feasibility
- Florida Keys Aqueduct Authority (FL) – System development charge study, miscellaneous charge review, and water and wastewater revenue sufficiency
- City of Fort Walton Beach (FL) – Water, wastewater and stormwater rate study
- City of Goodyear (AZ) – Water, wastewater, police, fire, recreation, and streets development impact fee study
- Indian River County (FL) – AMR/AMI feasibility study
- City of Groveland (FL) – Utility rate study
- Village of Islamorada (FL) – Wastewater update
- City of Marathon (FL) – Wastewater and stormwater financial forecast
- City of Margate (FL) – Development of a utility financial model
- Town of Oakland (FL) – Water rate study, wastewater rate development, municipal impact fee study, and utility impact fees
- City of Phoenix (AZ) – Biannual development impact fee audit
- Pinellas County Utilities (FL) – Rate sustainability and business case
- City of Port St. Lucie (FL) – Water, sewer, and reclaimed water rate study and water and sewer impact fee update
- City of Sanford (FL) – Municipal impact fee study

- St. Johns County (FL) – UCF study
- Town of Sullivan's Island (SC) – Water and wastewater rate study
- City of Tavares (FL) – Bond feasibility and general consulting services and water, wastewater, reclaimed water and stormwater revenue sufficiency study
- Volusia County (FL) – SE service area valuation, water and wastewater rate study
- City of Winnipeg – Cost-of-service analysis
- City of Winter Springs (FL) – Municipal impact fee study

Henry Thomas

TECHNICAL ADVISOR

Vice President



ROLE

Henry will provide oversight for the project ensuring it meets both Raftelis and industry standards.

PROFILE

Henry has over 43 years of utility industry rate and financial experience focusing on business issues facing water, wastewater, solid waste, natural gas, electric, and stormwater utilities. Henry's experience includes directing financial consulting services for publicly-owned utilities and governmental entities. He has been responsible for preparing utility rate and cost-of-service studies, business plans, bond feasibility studies, designing water conservation rates, connection and development fees, municipal impact fees, developing utility financial policies and assisting with the acquisition of utility properties and other management consulting services. During his career, he has served over one hundred and twenty clients including county and municipal governments and publicly-owned utility districts, authorities, and cooperatives.

KEY PROJECT EXPERIENCE

City of Lakeland (FL)

Henry has served the City of Lakeland (City) since 2009 providing utility rate, financial planning, and management consulting services to the water and wastewater utility systems. On behalf of the City, Henry has directed a comprehensive cost-of-service/rate study and annual revenue sufficiency updates. Major issues addressed for the City include water conservation rates and rate structures that promote revenue stability and evaluating the size and timing of capital projects.

Polk County (FL)

Henry has served Polk County since 2013 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. His experience includes directing utility rate and cost-of-service studies including the development of water conservation rate structures and preparing bond feasibility studies.

Charlotte County (FL)

Henry has served Charlotte County Utilities (County) since 1996 providing utility rate, financial planning, and management consulting services to the County's water and wastewater systems. As part of this ongoing engagement Henry has directed comprehensive water and wastewater rate studies, bond feasibility studies, utility valuations, impact fee studies and assisted in the development of water conservation rates and utility expansion policies and the evaluation of wholesale rate issues related to the Peace River/Manasota Water Supply.

City of Valdosta (GA)

Henry has worked for the City of Valdosta (City) since 1998 providing utility rate and financial planning services to the City's water and sewer system. His experience with the City of Valdosta includes preparing a water and sewer

Specialties

- Business/strategic plans
- Cost-of-service & rate studies
- Bond financing
- Water conservation rates
- Contract negotiation
- Utility acquisitions
- Development fees
- Municipal impact fees

Professional History

- Raftelis: Vice President (2019-present); Senior Vice President, PRMG (1994-2019)

Education

- Bachelor of Science in Business Administration, Economics - University of Florida (1977)

Professional Memberships

- Florida Government Finance Officers Association
- AWWA

master plan capital funding analysis, a comprehensive water and sewer rate study, including implementation of significant water conservation rate structures phased-in over a multi-year period, and several rate sufficiency updates to ensure that the City's water and sewer utility rates are adequate to fund operating and capital needs, and maintain a sound financial position.

City of Ocala (FL)

Henry has served the City of Ocala since 1992 providing utility rate, financial planning, and management consulting services to the water and wastewater systems. Henry has directed comprehensive water and wastewater cost-of-service/rate studies and annual revenue sufficiency updates for the City. He has also been involved in the development of system development charges, water conservation rates and strategies related to providing incentives for growth and economic development.

City of Tampa (FL)

Henry has served the City of Tampa since 2005. He has directed comprehensive, water, wastewater and solid waste rate studies, and annual revenue sufficiency updates, developed capital charges related to new development, participated in City's water and wastewater master planning process to evaluate the financial impact of capital projects and prepared bond feasibility studies associated with the issuance of long-term debt.

City of Titusville (FL)

Henry has served the City of Titusville, Florida since 2000. He has directed comprehensive water and wastewater rate studies and annual revenue sufficiency updates. In addition, he has been involved in providing capital funding plans for State Revolving Loans from the State of Florida, Department of Environmental Protection (FDEP) and assisted in negotiations related to the formation of a joint public/private entity to provide future water supplies for the City.

PROJECT LIST

- Apopka (FL)
- Auburn, AL
- Bartow (FL)
- Cape Coral (FL)
- Casselberry (FL)
- Citrus County Utilities (FL)
- Clermont (FL)
- Cocoa Beach (FL)
- Crystal River (FL)
- Dade City (FL)
- Dania Beach (FL)
- Destin Water Users (FL)
- Dundee (FL)
- Edgewater (FL)
- Enterprise, CDD (FL)
- Fort Pierce Utilities Authority (FL)
- Fort Walton Beach (FL)
- Gasparilla Island Water Association (FL)
- Greater Pine Island Water Association (FL)
- Groveland (FL)
- Haines City (FL)

- Hallandale Beach (FL)
- Helena (MT)
- Immokalee Water and Sewer District (FL)
- Inverness (FL)
- Jacksonville Electric Authority (JEA) (FL)
- Lakeland (FL)
- Largo (FL)
- Lee County Electric Cooperative (FL)
- Leesburg (FL)
- Maitland (FL)
- Melbourne (FL)
- Midway Water System (FL)
- Miramar (FL)
- Mount Dora (FL)
- Newberry (SC)
- New Smyrna Beach Utilities Commission (FL)
- North Port (FL)
- Oakland Park (FL)
- Ocoee (FL)
- Okeechobee Utility Authority (FL)
- Oldsmar (FL)
- Orange City (FL)
- Orlando Utilities Commission (FL)
- Oviedo (FL)
- Palatka (FL)
- Palm Bay (FL)
- Palm Coast (FL)
- Panama City (FL)
- Panama City Beach (FL)
- Pembroke Pines (FL)
- Plant City (FL)
- Polk County Utilities (FL)
- Port Orange (FL)
- Regional Utilities of Walton County (FL)
- Sanford (FL)
- South Walton County Utilities (FL)
- Stuart (FL)
- Sunrise (FL)
- Town of Bedford (NH)
- Town of Davie (FL)
- Town of Goffstown (NH)
- Umatilla (FL)
- Vero Beach (FL)
- Virgin Islands Water and Power Authority (Virgin Islands)
- Volusia County Utilities (FL)
- Wabash Valley Power Association (IN)
- Warner Robins (GA)
- West Melbourne (FL)

- Winter Springs (FL)

LITIGATION EXPERIENCE

Henry has directed regulatory rate cases for the Virgin Islands Water and Power Authority and Charlotte County, Florida and has testified before the Florida Public Service Commission, the Indiana Public Service Commission, the Virgin Islands Public Services Commission, and District Courts in Florida and Michigan.

PUBLICATIONS

- "Utility Impact Fees: Practices and Challenges" AWWA, 2013
- "Water and Wastewater Impact Fees," South Carolina Section of the AWWA, Management Forum, 2001
- "Innovative Water Rates," North Florida Section of the AWWA, 2011

PRESENTATIONS

- "Electric Utility Rates in a Competitive Environment," National Rural Electric Cooperative Association (NRECA) Managers Conference, 1995
- "Innovative Electric Rates," NRECA Marketing, Member Services and Communication Conference, 1995
- "Electric Utility Rate Making," NRECA National Directors Conference, 1996
- "Water Rates and Conservation Practices," Florida Water Resources Association Conference, 2007
- "Communicating Water Utility Rate Needs," Florida Rural Water Association's Annual Technical and Training Conference, 2010

PROFESSIONAL HONORS

- AWWA Management and Leadership Division's 2013 Best Paper Award

Thierry Boveri CGFM

TECHNICAL ADVISOR

Vice President

ROLE

Thierry will provide oversight for the project ensuring it meets both Raftelis and industry standards.

PROFILE

Thierry brings a client-focused approach with a strong desire to provide value and client satisfaction. Thierry has performed numerous utility revenue sufficiency and cost-of-service studies for more than 55 local governments throughout the United States, prepared financial feasibility and disclosure reports totaling over \$1.5 billion in debt proceeds issued through the traditional bond market, state revolving loans, and rural development loans; and assisted in a variety of economic and miscellaneous fee studies. Thierry has also been involved in the formulation of financial policies regarding liquidity and financial position related to industry best management practices. He has supported contract negotiations and provided other related utility and management advisory services.

Thierry is an active member of AWWA, WEF, GFOA and SWANA through his participation on several committees, periodic conference presentations on subject matters ranging from effective utility management (EUM) to the Circular Economy and as a principal author to WEF's *Manual of Practice No. 27, Financing and Charges for Wastewater Systems* and the WEF Water Reuse Road Map. Thierry served on the selection committee for WEF's inaugural national Stormwater and Green Infrastructure Symposium.

KEY LONG-TERM CLIENT PROJECT EXPERIENCE

City of Sunrise (FL)

Thierry has assisted the City of Sunrise (City) since 2007, including periodic revenue sufficiency evaluations, financial evaluations in support of the City's Utility Master Plan and reclaimed water rate evaluations. During 2010, Thierry performed a detailed utility rate evaluation and a subsequent bond feasibility study, the primary purpose to support the capital program identified in the City's utility master plan. The study resulted in the adoption of a 40% rate increase to fund the capital improvement program and issuance of approximately \$118,615,000 of Utility System Revenue Bonds, Series 2010 (which included Federally Taxable Build America Bonds). Thierry serves as a primary point of contact and project manager for the most recent engagements.

Hillsborough County (FL)

Hillsborough County is located on the gulf coast of central Florida with a population of 1.5 million. Thierry has performed a variety of services for Hillsborough County (County) since 2007, including annual updates to the water, wastewater, and solid waste financial forecast models. Specifically, Thierry began assisting the County through



Specialties

- Water & sewer rate study
- Solid waste study
- Bond/state loan feasibility study
- Utility acquisition/valuations wholesale service rates
- Impact fee study
- Business/strategic plans/negotiations
- Desktop financial asset evaluation/reinvestment
- Cost/benefit analysis
- Financial policies/best management practices

Professional History

- Raftelis: Vice President (2022-present); Senior Manager (2019-2021); Associate, PRMG (2005-2019)

Education

- Bachelor of Arts in Economics; Bachelor of Arts in International Business - Rollins College (2005)

Certifications

- Certified Government Financial Manager, No. 15483

Professional Memberships

- AWWA: Florida Section - Finance & Rates Committee
- WEF: Utility Management Committee
- Government Finance Officers Association
- Solid Waste Association of North America: Florida – Board of Directors; Finance & Planning Committee

improvements to the water and wastewater financial management dashboard and development of a detailed customer statistical and revenue model used in the County's budget process. Thierry was the principal analyst in the development of a comprehensive solid waste financial forecast model used by staff to identify revenue sufficiency and rate design relative to solid waste fees and to aid in cost benefit decisions related to solid waste disposal options, negotiations, economic analyses of fixed and marginal costs and other fiscal related analyses. Thierry has assisted the County with the recent issuance of the water and wastewater system Utility Revenue Bonds Series 2016 in the principal amount of approximately \$208 million and the Solid Waste and Resource Recovery Facility Bonds Series 2016 A/B in the combined principal amount of approximately \$114 million. Thierry has also assisted the County with review of contracts and validation of compliance with application of indexing provisions to charges by the County's solid waste franchise haulers.

Lee County (FL)

Lee County is located along the southern gulf coast of Florida with a population of 770,000. Thierry has served Lee County (County) since 2011 with development of comprehensive revenue sufficiency and rate studies for the water and wastewater system and solid waste system resulting in the adoption of multi-year rate plan, financial policies, issuance of indebtedness and recommendations concerning development and changes to bond covenants, miscellaneous fees, review of service agreements, and other activities. The adopted rate plans included review of trends in historical operating results and detailed customer and tonnage billing statistical analysis, forecast of the net revenue requirements, and identification of a capital financing plan and cash flow evaluation, and the design of rates for service. Subsequent to the rate evaluation, Thierry assisted the County in development of a detailed financial policy as adopted by the Board of County Commissioners to formalize the financial management goals including: maintenance of operating and capital reserves, limitations on the issuance of debt, cash flow for capital reinvestment and long-term revenue sufficiency. Thierry also assisted the County in the development of an abridged financial model (capital planning tool) specifically designed for use by staff to determine effects on financial position and rates over various capital financing scenarios and overall capital funding levels.

Manatee County (FL)

Thierry has assisted Manatee County (County) with a comprehensive cost-of-service study for the water and wastewater system which resulted in the adoption of the recommended rate design. Subsequent to the rate evaluation, Thierry assisted the County in the financial due diligence and financial feasibility report supporting the issuance of \$78.1 million in utility revenue bonds for funding improvements to the water, wastewater, solid waste, and stormwater utility system. Thierry is currently assisting the County with a revenue sufficiency and financial forecast study for the water and wastewater utility, which included the formulation of internal policies for financial management targets to promote the overall credit worthiness of the utility in anticipation of potential issuance of additional bonds identified in the near-term.

Martin County (FL)

Thierry has performed a variety of services for Martin County (County) since 2005, including annual updates to the water and wastewater financial forecast and periodic updates of the solid waste models. Thierry has assisted the County with the issuance of the Utilities System Improvement Revenue Bonds Series 2009 issued in the principal amount of approximately \$36.7 million. Thierry served as the project manager for the most recent engagement.

City of Cooper City (FL)

Thierry has assisted the City of Cooper City (City) since 2007, including periodic revenue sufficiency evaluations, financial evaluations in support of the City's Utility Master Plan, development of conservation tiered rates and presentation of rate recommendations to City Commission. Thierry served as the primary analyst and project manager for the most recent engagement.

Fairfax County (VA)

Thierry has been the lead analyst and project manager for Fairfax County (County) with a population of 1.15 million located adjacent to Washington DC, since 2012, performing annual updates to the detailed revenue sufficiency analysis, availability fee determination and rate evaluation for the wastewater utility. As part of the annual study updates, Thierry participates in the annual planning conference with utility management to identify critical issues facing the utility. The issues addressed through the annual studies have included, but are not limited to:

- Modeling and analyzing the contractual relationships and the cost of treatment capacity among the County's own WWTP relative to its capacity entitlements with five other local governments/authorities;
- Assisting in establishing quarterly fixed charges through analyses to determine the appropriate level of fixed cost recovery;
- Determining and justifying the current level of "Pay-Go" capital reinvestment from user rate revenues (currently at 3% of gross fixed assets) through desktop evaluation of fixed asset records;
- Assisting in the formulation of the methodology, valuation and structure of the sale of capacity by the County to existing wholesale customers;
- Analyzing potential causes for differences among reported revenues and billed revenues.
- Assisting in the valuation of wastewater treatment capacity sale; and
- Assisting in analyzing funding policies for line oversizing and extension associated with redevelopment.

This process of continual evaluation of the County's financial position and evaluation of specific rate study objectives that are ever evolving has been effective in supporting a sustainable financial plan with predictable rate needs.

WATER AND WASTEWATER PROJECT LIST

- Alexandria Renew Enterprises (VA)
- City of Arcadia (FL)
- Brevard County (FL)
- Captiva Island (FL)
- Collier County (FL)
- Crossings at Fleming Island CDD (FL)
- Daphne (AL)
- DeSoto County (FL)
- Dunes CDD (FL)
- Hernando County (FL)
- Town of Jupiter (FL)
- Key Largo Wastewater Treatment District (FL)
- Town of Leesburg (VA)
- Loudoun County (VA)
- City of Miramar (FL)
- Sarasota County, FL
- South Martin Regional Utility (FL)
- City of St. Marys (GA)
- Stafford County (VA)
- City of Sunrise (FL)
- City of Winchester (VA)
- City of Zephyrhills (FL)

Michelle Galvin

LEAD ANALYST

Consultant



ROLE

Michelle will serve as the Lead Consultant and will work at the direction of Joe in conducting analyses and preparing deliverables for the project.

PROFILE

With a background in statistical analysis and surveying, Michelle joined Raftelis as an intern in 2018 and later became a Consultant upon graduating from the University of Central Florida in May 2019. Her primary expertise includes municipal impact fee development, utility financial and rate analyses, functional population, and customer billing statistics.

Specialties

- Municipal impact fee development
- Utility financial and rate analyses
- Rate modeling
- Functional Population
- Data collection and analysis

Professional History

- Raftelis: Consultant (2022-present); Associate Consultant (2019-2021); Intern (2018-2019)

Education

- Bachelor of Science in Statistics - University of Central Florida (2019)

KEY PROJECT EXPERIENCE

Town of Wilton Manors (FL)

Michelle served as an associate consultant on a project with the Town of Wilton Manors (Town) to provide a water, wastewater, and stormwater revenue sufficiency study. Michelle analyzed customer statistics, wholesale agreements, and capital improvement programs to forecast a ten-year projection of the Town's utility operations. She also developed a model to calculate municipal impact fees and utility connection fees.

City of Auburndale (FL)

Michelle served as an associate consultant for the City of Auburndale (City) on a project to provide a water and wastewater revenue sufficiency study and update existing water and wastewater connection fees. She developed a model that forecasted rate revenues, operating expenses, capital projects, wholesale purchases, and debt to project revenue requirements and assist in providing rate recommendations.

City of Lake Wales (FL)

Michelle served as an associate consultant for the City of Lake Wales (City) on a project to calculate water and wastewater connection fees and municipal impact fees. She developed a functional population model to calculate impact fee equivalencies based on land uses. She developed a model to calculate municipal impact fees for police, fire, parks and recreation, and library in addition to water and wastewater connection fees.

City of Tavares (FL)

Michelle served as an associate consultant on a project with the City of Tavares (City) to provide a water and wastewater revenue sufficiency study. Michelle analyzed customer statistics, debt agreements, and capital improvement programs to forecast a projection of the City's utility operations.

City of DeFuniak Springs (FL)

Michelle served as an associate consultant for the City of DeFuniak Springs (City) to calculate police and fire services impact fees. She developed a functional population model to calculate impact fee equivalencies based on land uses.

City of Ormond Beach (FL)

Michelle served as an associate consultant on a project with the City of Ormond Beach (City) to calculate municipal impact fees and utility connection charges. She developed a functional population model to calculate impact fee equivalencies based on land uses. She used the model to calculate police, fire, and parks and recreation impact fees along with water and wastewater connection charges.

St. Johns County (FL)

Michelle served as an associate consultant on a project with St. Johns County (County) to provide water and wastewater financial consulting services. She has created a comprehensive financial model to analyze rates, revenues, debt service, debt service coverage, and reserves over a 10-year forecast period. Michelle has also assisted with a cost-of-service study. This project includes analyzing the existing and projected cost basis of utility operations and evaluating the appropriateness of its existing water and wastewater rate structures.

City of Lake Clarke Shores (FL)

Michelle served as an associate consultant on a project with the City of Lake Clarke Shores (City). She developed a financial model to provide water and wastewater consulting services. She modeled several water and wastewater wholesale agreements to calculate costs to the City.

Wakulla County (FL)

Michelle served as an associate consultant on several projects with Wakulla County (County). She has created a wastewater revenue sufficiency model to forecast twenty years of County utility operations. She has also worked on a wastewater connection fee study which she analyzed current wastewater treatment facilities, wastewater assets, and planned system improvements to come up with a connection fee for the County. She also assisted with an analysis of the County's existing wastewater miscellaneous fees.

Bonita Springs Utilities, Inc. (FL)

Michelle served as a consultant for Bonita Springs Utilities Inc. (Utility) to review existing water and wastewater miscellaneous charges and provide recommendations for additional fees. She developed an interactive model and interviewed staff to calculate and recommend fees for the Utility.

City of Cape Canaveral (FL)

Michelle served as a consultant for the City of Cape Canaveral to perform a wastewater revenue sufficiency analysis for the City. She developed a model that forecasted revenue sufficiency, fiscal requirements, CIP funding, and identified necessary rate adjustments for the City's wastewater system.

Tampa Bay Water (FL)

Michelle served as an associate consultant on a project for Tampa Bay Water. She has assisted on a project to develop a uniform way of allocating credits to member governments for reclaimed water capital projects that benefits Tampa Bay Water. She has also helped with interviews with all member governments.

Town of Dundee (FL)

Michelle served as an associate consultant for the Town of Dundee (Town) on a project to calculate water and wastewater connection fees and municipal impact fees. She developed a functional population model to calculate impact fee equivalencies based on land uses. She developed a model to calculate impact fees for fire, parks and recreation, library, water, and wastewater.

City of Frostproof (FL)

Michelle served as an associate consultant for the City of Frostproof (City). She analyzed customer billing statistics to assisted with rate design and created a model to forecast the City's financials over a ten-year period.

City of Dunnellon (FL)

Michelle served as an associate consultant on a project with the City of Dunnellon (City). She developed a financial model to determine appropriate development impact fees for the City's Police and Parks departments.

City of Fort Walton Beach (FL)

Michelle served as an associate consultant on a project with the City of Fort Walton Beach (City) to provide water, wastewater, stormwater, and sanitation financial consulting services. She has created a comprehensive financial model to analyze rates, revenues, debt service, debt service coverage, and reserves over a five-year period.

Regional Utilities, Florida Community Services Corporation of Walton County (FL)

Michelle served as an associate consultant on a project with Regional Utilities (Utility) to provide a water and wastewater revenue sufficiency study. The project involved an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects. Michelle also assisted with a rate design study which includes analyzing and evaluating alternate rate structures for the Utility that remains revenue neutral.

City of Riviera Beach (FL)

Michelle served as an associate consultant on a project with the City of Riviera Beach to provide a water and wastewater revenue sufficiency study. The project involved an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects.

City of St. Cloud (FL)

Michelle served as an associate consultant on a project with the City of St. Cloud to provide a water and wastewater revenue sufficiency study. The project involved an analysis of operating revenue requirements, existing fixed capital assets, customer growth, and future capital improvement projects.

2022, 2020, 2108 Florida Water and Wastewater Surveys

Michelle assisted with contacting and following up with utilities all across Florida. She assembled the surveyed data with included over 200 utilities and provided analyses, charts, and tables for the survey publications.

Tristen Townsend

ANALYST

Associate Consultant

ROLE

Tristen will work at the direction of Joe in conducting analyses and preparing deliverables for the project.

PROFILE

While at Raftelis, Tristen has contributed to projects involving water, wastewater, and stormwater enterprise systems, municipal impact fee development, and building fees. These projects have focused on the evaluation of financial position and involved developing revenue and expense projections, analyzing customer data, and developing client specific financial models. Tristen earned her master's degree from Duke University in Environmental Management and has bachelor's degrees in Environmental Science and Mathematics from the University of Florida. During graduate school, she served as a student consultant for the North Carolina Department of Environmental Quality and interned at DC Water.

KEY PROJECT EXPERIENCE

City of Marathon (FL)

Raftelis is currently engaged with the City of Marathon (City) to provide a financial forecast for the wastewater and stormwater utilities. Tristen assisted with the model development, which includes highly detailed budget projections due to operating contracts and evolving customer characteristics in addition to revenue generation, reserve balances, capital improvement funding.

City of Kissimmee (FL)

Tristen served as an associate consultant on a project with the City of Kissimmee (City) to calculate municipal impact fees. Prior to this study, the City did not charge impact fees for police or fire services. Tristen developed a functional population model to calculate impact fee equivalencies based on different types of expected future development. She used the model to calculate police, fire, and parks and recreation impact fees and though the City is still working through the adoption process of the fees, they are anticipated to be enacted in the near future.

City of Port Orange (FL)

Tristen served as the lead analyst on a project with the City of Port Orange (City). The City hired Raftelis to perform a financial update for the City's impact fees, including services of water and wastewater as well as police, fire, transportation, and parks and recreation. Prior to this study, the City did not charge impact fees for police services. Tristen developed a functional population model to calculate impact fee equivalencies based on different types of expected future development. She used the model to calculate police, fire, and parks and recreation impact fees.



Specialties

- Water and wastewater fees
- Municipal impact fee development
- Financial modeling/forecasting
- Data analysis and visualization

Professional History

- Raftelis: Associate Consultant (2022-present)
- Florida Department of Health – Hillsborough County: Environmental Specialist II (2021-2022)
- North Carolina Department of Environmental Quality: Student Consultant (2019-2020)
- DC Water: Performance Intern (2019)
- Nicholas School of the Environment – Research Assistant (2018-2019)
- City of Lakeland Water Utilities – Intern (2018)

Education

- Master of Environmental Management in Water Resources Management – Nicholas School of the Environment, Duke University (2020)
- Bachelor of Science in Environmental Science – University of Florida (2017)
- Bachelor of Arts in Mathematics – University of Florida (2017)

City of Denison (TX)

The City of Denison (City) retained Raftelis to establish new impact fees for water, wastewater, and transportation facilities in an effort to provide adequate funding for the City's infrastructure investments required to accommodate growth and provide the appropriate level of service. Tristen was the lead analyst for development of the transportation impact fees, and helped create a 10-year model with detailed forecasts supporting demand requirements as well as the capacity provided by the future investments to serve this new development. The Texas state statute identifies several constraints and limitations on calculating impact fees, which were navigated by the project team to provide the necessary road improvements.

City of Dunedin (FL)

Tristen served as the lead analyst for a marina rate study for the City of Dunedin (City). She helped develop a 10-year revenue sufficiency to assess the financial sustainability of the marina enterprise fund. Tristen worked with City staff to review data and assumptions, and created a financial forecast which included detailed budget projections, capital improvement funding, projection of revenue generation, and a pay-go cash target. She supported rate design analysis for the marina based on common methodologies in the industry and used Qualtrics to perform a benchmarking survey of marinas in the local region to inform operations. Tristen helped create detailed presentations for the Marina Advisory Committee, Finance Committee, and City Commission and presented study findings and recommendations at a City Commission workshop.

City of Bunnell (FL)

Tristen served as the lead analyst to provide a financial forecast for the City of Bunnell's water and wastewater utilities. She assisted with the model development, which included updating highly detailed budget projections, capital improvement funding, and projection of revenue generation and reserve balances.

PROJECT LIST

- City of Eustis (FL) – Water, wastewater, and reclaim rate study*
- City of Marathon (FL) – Building fee study
- City of Flagler Beach (FL) – Water and wastewater rate study
- Florida Keys Aqueduct Authority (FKAA) (FL) – Navy water rate contract study
- City of Fort Walton Beach (FL) – Solid waste rate study*
- Key Largo Wastewater Treatment District (FL) – Wastewater rate study
- Town of Jupiter Island/South Martin Regional Utility (FL) – Water rate price index study
- City of Ocoee (FL) – Water, wastewater, and reclaim rate study*
- City of Pompano Beach (FL) – Undergrounding fee-in-lieu study
- City of St. Cloud (FL) – Stormwater rate study*
- Village of Wellington (FL) – Building fee study*
- City of Winter Haven (FL) – Municipal impact fee study, building fee study*

*Ongoing

RELEVANT PROFESSIONAL EXPERIENCE

Florida Department of Health – Hillsborough County: Environmental Specialist II (2021-2022)

The Florida Department of Health – Hillsborough County is the primacy agency for implementation of the Safe Drinking Water Act in Hillsborough County. Tristen worked as an Environmental Specialist II in the Safe Drinking Water Program. She was responsible for performing sanitary surveys, complaint investigations, and compliance inspections for public water systems and identifying corrective actions to ensure system compliance. Tristen

evaluated applications for well sitings and plant modification permit clearances and oversaw the Consumer Confidence Report (CCR) program, reviewing CCRs for accuracy, providing guidance for mandated reports, and tracking system compliance. Her work also included creating and maintaining internal databases used for advanced merge letters, public notices, inspection forms by Safe Drinking Water staff.

North Carolina Department of Environmental Quality: Student Consultant (2019-2020)

The North Carolina Department of Environmental Quality is responsible for developing water quality standards, rules, and management strategies. Tristen was on a team of students tasked with analyzing ambient water quality monitoring data to provide recommendations for nutrient criteria and harmful algal bloom management strategies for lakes and reservoirs in North Carolina. Her work included the development of hierarchical models and multivariate analysis to assess temporal trends and identify relationships between phytoplankton communities and water quality parameters.

DC Water: Performance Intern (2019)

DC Water is a drinking water and wastewater utility serving over 700,000 residents and 21 million annual visitors in the District of Columbia. Tristen worked under the Director of Sustainability and Watershed Management. Her primary role was synthesizing data to inform development of an enterprise-wide sustainability strategy. Tristen's work included performing discourse and freelisting analyses to identify shared sustainability priorities among staff. She also drafted abstracts, papers, and presentations for scientific and management conferences related to water affordability, integrated planning, and sustainability.

Nicholas School of the Environment: Research Assistant (2018-2019)

Tristen was a research assistant at the Nicholas Institute of Environmental Policy through the Nicholas School of the Environment. She performed literature reviews of existing water infrastructure finance mechanisms and compiled relevant case studies of water systems to assess how various system characteristics may allow for more innovative finance mechanisms to be used.

City of Lakeland Water Utilities: Intern (2018)

City of Lakeland Water Utilities is a municipal water and sewer utility serving the residents of Lakeland, Florida. Tristen worked at a constructed wetland treatment park called Se7en Wetlands which provides tertiary treatment for all the City's wastewater. She designed multiple interpretive signs for the park to educate visitors about the local watershed, how treatment wetlands improve water quality, and native plant and animal species. Additionally, Tristen assisted with developing a new volunteer program by writing volunteer job descriptions, as well as creating educational outreach materials for students.

PRESENTATIONS

- "How Sustainability and ESG Intersect and Differ", WEF/AWWA Utility Management Conference, 2023 (Co-presenter)

PUBLICATIONS

- "Sustainability at DC Water: Concept Development, Input, and Reporting", WEF/AWWA Utility Management Conference, 2020 (Co-Author)
- "Water Challenges in Smart Cities", Dentons Global Smart Cities & Communities Think Tank, 2019 (Co-Author)

TJ Speight

ANALYST

Associate Consultant

ROLE

TJ will work at the direction of Joe in conducting analyses and preparing deliverables for the project.

PROFILE

TJ has contributed to projects for water, wastewater, solid waste, and stormwater systems. These projects have focused on revenue sufficiency analyses, impact fee development analyses, customer statistical analyses, financial sensitivity analyses, design of retail rates, design of miscellaneous fees, and meter replacement cost benefit analyses.

KEY PROJECT EXPERIENCE

City of Daytona Beach (FL)

TJ has assisted with analysis completed during the Fiscal Year 2020 water and wastewater utility rate study which was prepared during the COVID-19 pandemic. TJ, assisted in the preparation of a capital asset analysis, which was prepared in support of the derivation of impact fee. He also developed a cost vs. benefit analysis which analyzed over 1 million pieces of customer billing and metering data in order to in order to develop a meter replacement prioritization program to assist the City in its meter replacement program.

City of West Palm Beach (FL)

TJ has assisted with multiple projects for West Palm Beach including assisting in the analysis of the Stormwater Rate Study. This comprises developing a financial forecast, revenue sufficiency and impact fee evaluation for the water and wastewater system. TJ also assisted with researching rates in the surrounding municipalities for the water, wastewater, and stormwater utility rate study and customer comparative billing analysis.

Newton County Water & Sewerage Authority (GA)

TJ provided financial analysis of research for the revenue sufficiency analysis and model update for the client.

Hernando County (FL)

TJ completed research for collection fees, plant fees, and rates for the solid waste department. This allowed for a comparative solid waste rate analysis to be conducted for the County. He also performed data input, rolling forward the financial model and evaluating/developing data.

PROJECT LIST

- City of Daytona Beach (FL) – Utility revenue sufficiency and rate and charge study
- Gulf County (FL) – Acquisition evaluation of Lighthouse Utilities Company, Inc.
- Hernando County (FL) – Water and wastewater utility 2021 revenue sufficiency analysis update
- Newton County Water & Sewerage Authority (GA) – Revenue sufficiency analysis and model update
- Village of Wellington (FL) – Building fee evaluation



Specialties

- Financial modeling
- Utility rate analysis
- Revenue sufficiency studies
- Customer billing analysis

Professional History

- Raftelis: Associate Consultant (2020-present)

Education

- Bachelor of Science in Business Administration, Project Management – Elon University (2020)

Certifications

- Microsoft Office Specialist – Excel Certified

- City of West Palm Beach (FL) – Water, wastewater, and stormwater utility rate study and customer comparative billing analysis
- Hillsborough County (FL) – Solid waste utility rate study
- Lee County (FL) - Water and wastewater utility 2022 revenue sufficiency analysis update
- City of Sanford (FL) – Water and wastewater Utility rate study
- Islamorada, Village of Islands (FL) – Wastewater rate and system development charge study
- Citrus County (FL) – Septic to sewer analysis
- Oconee County (GA) – Water and wastewater utility rate study

Exceptions

We request that the City consider making the following modifications, shown in red below, to the Professional Services Agreement. Please contact us if you have any questions or concerns about these modifications.

III. SCOPE OF SERVICES AND TERMS OF PERFORMANCE

E. The Consultant shall be solely responsible for compliance with ~~all~~ applicable federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, ~~in any manner, could~~ bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall not relieve the Consultant of its obligations to comply with all laws fully and completely. Upon request, the Consultant shall furnish certificates of compliance with all such laws, orders and regulations to the City. The Consultant shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.

G. The City will provide information, data and other City documents relating to the Services, including information relating to the current and past billing rates, cycles, procedures, etc. associated with water, wastewater, and stormwater management, which is in the possession and control of the City. Information for any additional tasks will be set forth in each respective task order for additional services. ~~The Consultant may rely on all information, data and other City documents provided by or on behalf of the City without additional investigation.~~

H. All reports, studies, and other documents, ~~including copyright rights associated therewith,~~ provided to the City as part of the Services shall become and remain the sole property of the City. The Consultant warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold harmless the City, its officers, agents, employees, trustees and its successors and assigns, from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement. ~~Nothing in this Agreement shall be deemed or construed as a transfer or divestiture by the Consultant of any of its intellectual property, know-how or trade secrets.~~

VII. ASSIGNABILITY AND SUBCONTRACTING

A. The terms and provisions of the Contract Documents shall be binding upon the Parties, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. However, the rights and obligations of the Consultant may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City's prior written consent. The ~~City~~ Consultant may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Consultant's assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Consultant shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional

cost to the City. Additionally, in the event of any breach or noncompliance by any of Consultant's assignee(s) or subcontractor(s), Consultant shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

~~B. Unless otherwise stated in the Consultant's Response, the Consultant agrees to make the prices in the Consultant's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.~~

XI. INDEMNIFICATION

A. The Parties recognize that Consultant is an independent contractor. Consultant agrees to assume liability for and indemnify, and hold harmless, and defend the City, its commissioners, mayor, officers, and employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal to the proportionate extent cause by the Consultant's negligent

injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Consultant's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. in the performance of this Agreement. This indemnification provision includes claims made by any employees of Respondent against the City, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, for 36 months and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Subject to the limitations set forth ~~is in~~ this provision, the Consultant ~~shall~~ ~~may~~ assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the Consultant's expense. The Consultant shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Consultant of any of its obligations hereunder. If the Consultant assumes control of the defense of any third-party claim in accordance with this paragraph, the Consultant shall obtain the prior written consent of the City before entering into any settlement of such claim. ~~Notwithstanding anything to the contrary in this provision, the Consultant shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Consultant has failed or is failing to prosecute or defend vigorously the third party claim.~~ Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

X. ATTORNEYS' FEES In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Consultant all its reasonable attorneys' fees and costs incurred by the City in

the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level, **to the extent Consultant is obligated to indemnify the City pursuant to Section IX.A.** This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City-, **to the extent Consultant is obligated to indemnify the City pursuant to Section IX.A.** The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

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PART H

SWORN STATEMENT PURSANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THE FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Raftelis Financial Consultants, Inc.
(Print name of the public entity)

by Jon Davis, Executive Vice President
(Print individual's name and title)

for Raftelis Financial Consultants, Inc.
(Print name of entity submitting sworn statement)

whose business address is 227 West Trade Street, Suite 1400
Charlotte, NC 28202

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1054069

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

6. Based upon information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

☒ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting the sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Signature

Sworn to and subscribed before me this 20th day of, June 20

Personally known Jon Davis

Or produced identification _____

Notary Public - State of North Carolina
My Commission expires May 2, 2026
Anne G Bryant
(Printed, typed or stamped commissioned
name of Notary Public)

3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.
Describe your understanding of the work to be performed.

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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



**RFP NO. 23-0627200
PROPOSER QUALIFICATIONS**

WATER, WASTEWATER AND STORMWATER RATE STUDY

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License

in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: Raftelis Financial Consultants, Inc.

Address: 341 N. Maitland Avenue, Suite 300

City, State, Zip: Maitland, FL 32751 Phone/Fax: P: 407-960-1806 / F: 407-628-2610

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: April 24, 2004 State in which Incorporated: North Carolina

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: February 10, 2005

5. Name and Title of Principal Officers Date Elected:

Peiffer Brandt, CEO and President 1/2007

Elaine Vastis, Executive Vice President 1/2007

Tony Hairston, Vice President 1/2010

Thierry Boveri, Vice President 1/2020

6. The length of time in business: 30 years

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

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

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

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



RFP NO: 23-0627200

PRICE PROPOSAL FORM

WATER, WASTEWATER, AND STORMWATER RATE STUDY

State of Florida

Department of State

I certify from the records of this office that RAFTELIS FINANCIAL CONSULTANTS, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on February 10, 2005.

The document number of this corporation is F05000000923.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 23, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of February,
2023*




Secretary of State

Tracking Number: 5102132576CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



City of Maitland

1776 Independence Lane, Maitland, FL 32751
(407)539-6248

BUSINESS LICENSE CERTIFICATE

Business Tax Receipt

Business Name: RAFTELIS FINANCIAL CONSULTANTS INC
DBA: RAFTELIS

Business Type(s): 541618 Other Management Consulting Services

Business Location: 341 N MAITLAND AVE 300
MAITLAND, FL 32751

Mailing Address: 341 N MAITLAND AVE #300
MAITLAND, FL 32751

Owner:

License Number: 13791

License Type: BTR

Issued Date: 9/30/2022

Classification: Business Tax Receipt

Expiration Date: 9/30/2023

Fees Paid: \$158.12

Type Of Business: Finance/Insurance/Real Estate

NOT VALID UNLESS SIGNED BY CITY OFFICIAL

The person, firm, or corporation named above is hereby granted this receipt for fees paid to the City of Maitland for the business described above for the period indicated. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of law or ordinance. The City of Maitland does not guarantee the qualifications of the holder of this receipt.

TO BE POSTED IN A CONSPICUOUS PLACE

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

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

LUMP SUM PRICE: \$ \$59,360

SUBMITTED DAY
THIS 23 OF June 2023.

BID SUBMITTED BY:

Raftelis Financial Consultants, Inc.

Company

407-960-1811

Telephone Number

Tony Hairston

Name of Person Authorized to
Submit Bid

407-628-2610

Fax Number



Signature

ahairston@raftelis.com

Email Address

Vice President

Title

CITY OF OPA-LOCKA

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

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

- A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
 - B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.
 - D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

Signature Tony Harrison

Printed Name Tony Hairston, Vice President



**CITY OF OPA-LOCKA
RFP NO. 23-0627200**

DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace

program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

This Certification is submitted by Tony Hairston the
(Name)
Vice President of Raftelis Financial Consultants, Inc.
(Title/Position) (Company)

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

06/23/2023

Date

Tony Hairston

Signature



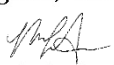
**CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT**

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Tony Hairston being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:


Witness

Malinna San
Witness

By: 
Signature

Tony Hairston, Vice President
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By: [Signature]
 Title: Executive Vice President

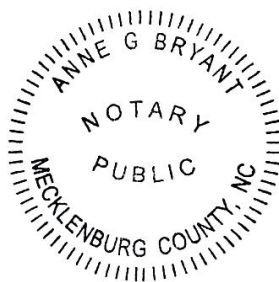
Sworn and subscribed before this

20th day of June, 2023

[Signature]
 Notary Public, State of ~~Florida~~ North Carolina

Anne G Bryant
 (Printed Name)

My commission expires: May 2, 2026



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required

to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: Raftelis Financial Consultants, Inc.

Authorized Signature: 

Print Name: Tony Hairston

Title: Vice President

Date: 06/23/2023

APPENDIX: SAMPLE REPORT

Appendix: Sample Report



CITY OF **Wilton Manors**

Water, Wastewater, and Stormwater Rate Study

December 30, 2021





December 30, 2021

Ms. Pennie Zuercher
Finance Director
City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305

Subject: Water, Wastewater, and Stormwater Rate Study Report

Dear Ms. Zuercher,

Raftelis Financial Consultants, Inc. (Raftelis) is pleased to provide this Water, Wastewater, and Stormwater Rate Study Report (Report) for the City of Wilton Manors (City) for your consideration. The purpose of the study was to prepare a financial forecast to evaluate the ability of the revenues derived from the water, wastewater, and stormwater system (System) operations to fully fund the estimated cost of providing service and maintaining a strong fiscal position which promotes rate sustainability over time (referred to as evaluating the “revenue sufficiency” of the rates). The financial forecast reflected in this report was for the period of October 1, 2020 through September 30, 2026, with a focus on the first two to three years for rate recommendations. The recommendations focus on activities forecast to occur in the near term as there are certain levels of uncertainty regarding execution of large projects and debt funding beyond this timeframe which may affect the financial forecast as presented in this report.

In our analysis, we have relied upon certain information and data compiled by the City including, but not limited to capital improvement plans, audited annual financial reports and supporting financial information, the adopted annual budgets, periodic reports, financing documents, and other information and data provided. To the extent we have performed our analyses using the data and information obtained from the City and others in the preparation of this report, we have relied upon such information to be accurate and no assurances are intended, and no representation or warranties are made with respect thereto or the use made herein.

We appreciate the opportunity to assist the City with respect to evaluating the rates for service and the development of a financial forecast for the System and would like to thank City staff for the support provided during the course of this study.

Sincerely,
Raftelis Financial Consultants, Inc.

A handwritten signature in blue ink that reads 'Joe Williams'.

Joe Williams
Manager

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Executive Summary

Background of the Study

The City of Wilton Manors (City) provides water and wastewater services (System) to approximately 4,300 water customers and 4,100 wastewater customers located within the City limits. The City also operates a drainage (stormwater) utility within the City limits. The City attempts to establish rates that are always sufficient to cover the operating expenses, identified capital expenses, and the maintenance of operating, capital and other reserves as may be necessary based on the strategic plans and objectives of the City (the sum of the funding requirements from rates are generally referred to as the “revenue requirements”). Since the City is embarking on a significant capital improvement plan (CIP) it is prudent to review the rates for the next several years that align with funding this CIP and the associated borrowings that will be required.

General accounting policies and prudent utility management recommend that the System have revenues (financial resources) at least equal to the costs of providing ongoing service and funding the capital needs of the System. The primary source of revenues is through user fees for water and wastewater service; such fees account for over 98% of the total gross revenues of the System. Recognizing that users fees are the primary source of cash inflows to the for water, wastewater, and stormwater it is prudent to periodically evaluate the rates for service and the ability to recover the revenue requirements. The ongoing review of rates by management is also considered favorably by the credit rating agencies since it supports the ability to maintain a strong fiscal position through the implementation of an attainable financial plan, which will be important as the City seeks new debt funding in the next year or two to support timely execution of the CIP.

In order to evaluate the financial position of the System and ability of the revenues to fund the revenue requirements (referred to as “revenue sufficiency”), the City engaged Raftelis Financial Consultants, Inc. (Raftelis) to prepare a water, wastewater, and stormwater financial forecast of the operations and funding requirements of the System and to identify proposed rates that would be considered sufficient to fund the requirements. Raftelis has prepared this rate study report to document our analyses, evaluations, findings, conclusions, and recommendations for consideration by the City. Raftelis also created a financial model with the primary purpose to provide the City with a management tool to prepare future revenue requirement/revenue sufficiency analyses in support of its ongoing planning activities. The management tool will allow the City to evaluate the effects of changes in operations and to anticipate future needs which will enhance operation and capital planning and reduce the probability of unplanned rate adjustments. This management tool can be updated periodically to estimate rate/revenue impacts of certain events such as new customer growth, changes in cost of large capital projects, etc. and overall revenue sufficiency over a multi-year period.

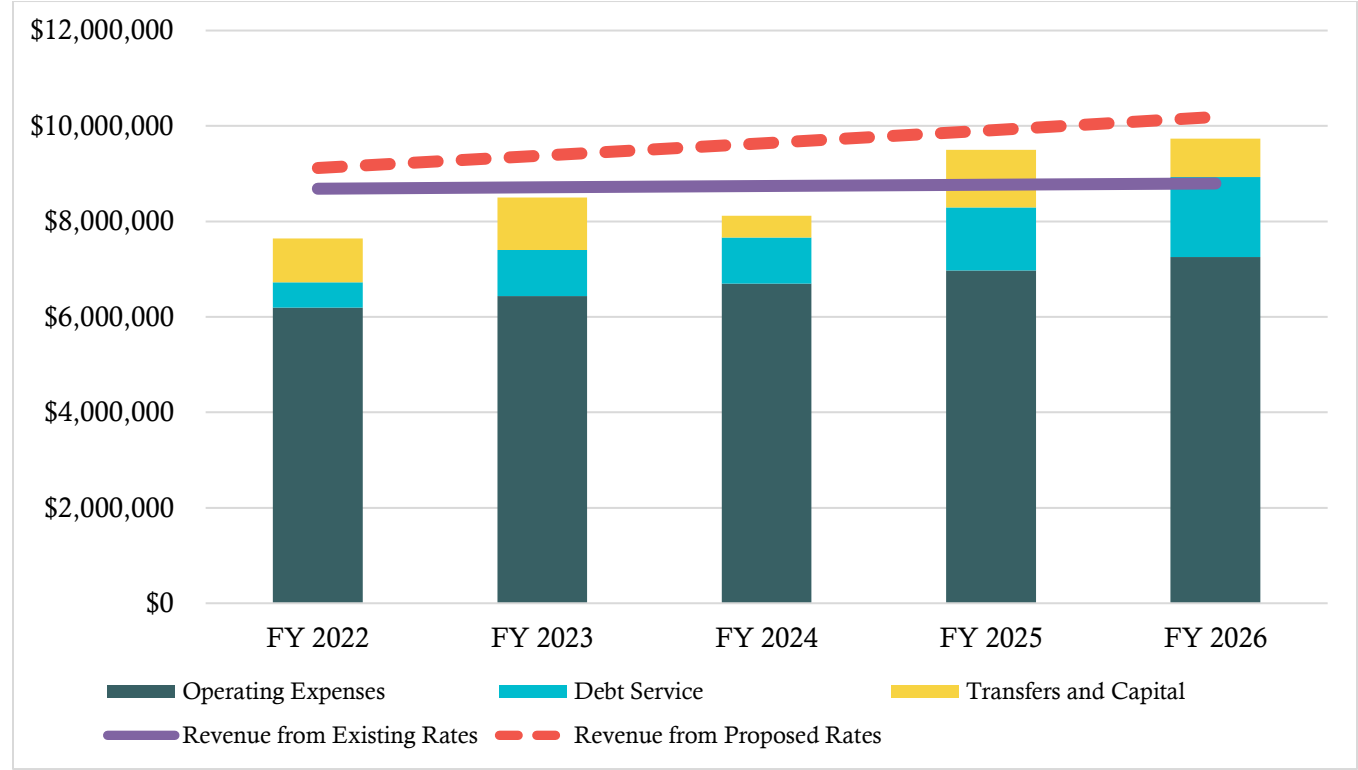
This executive summary provides an overview of the study and includes recommendations for rate adjustments and other policy related items for both immediate and future consideration.

System Overview

The City identifies the rate adjustments necessary each year during the budgeting process, which is sufficient when large and one-time capital projects are not prevalent. In light of the City’s current situation, it is necessary to perform a formal rate study to look out several years on the planning horizon to identify the level of rate adjustments that would be necessary to fund the CIP as currently laid out in this report. Regarding the need for increased capital, which is a major issue facing all utilities, the City has identified the need and is currently planning several renewal

and replacement capital projects that will require financing and will place increased pressure on System rates. These projects will address aging infrastructure, flooding issues on the stormwater system, and certain utility line expansions that will be required to support additional growth and higher densities throughout the City. Figure ES 1 below provides a visual illustration of how the existing rate revenues for the water and wastewater funds compared to the operating requirements identified. The stacked bars represent the various funding requirements and the line represents the revenues generated from existing rates. The existing rates do not include provisions for annual CPI Adjustments or wholesale pass through adjustments. As can be seen on the chart the existing revenues are not forecast to be sufficient, indicating a rate adjustment is necessary.

Figure ES 1: Water and Wastewater Revenue Sufficiency – Existing and Proposed Rates



As shown on the figure above, System rate revenues are forecast to be adequate to fund the identified revenue requirements over the next few years, but then require increases in FY 2025 and FY 2026. If the City were to wait until that time to increase rates, the level of adjustment would be larger and may result in rate shock to customers. A few key reasons for the rate increases are summarized below:

- The operating costs, including salaries and cost of wholesale water and wastewater purchases, have been increasing over time, with the wastewater wholesale purchases increasing significantly due to a new flow meter used for billing purposes by Fort Lauderdale;
- The City’s CIP is larger than in prior years and the City has indicated a desire to complete projects identified in the 2020 Master Plan in an expedited manner;
- In order to fully fund the CIP the City will need to borrow funds through several loans, which leads to higher future debt service requirements. The City will need to have adequate rates in place to repay the borrowed funds along with maintain the required debt service coverage ratios.
- There is limited growth opportunity for the City’s service areas resulting in more emphasis on annual rate increases to keep pace with the increasing revenue requirements;

As shown below, certain rate adjustments are being recommended and identified for future years, that will phase in the rate increases necessary to generate sufficient revenues each year for the identified operating, capital, and fund balance requirements. The rate increases identified are programmed to manage rate levels over the next few years, while the City can leverage the existing cash reserves on hand to support the capital program and to allow for a phase in of rates. This rate phasing approach will help to alleviate single year bill impacts to customers.

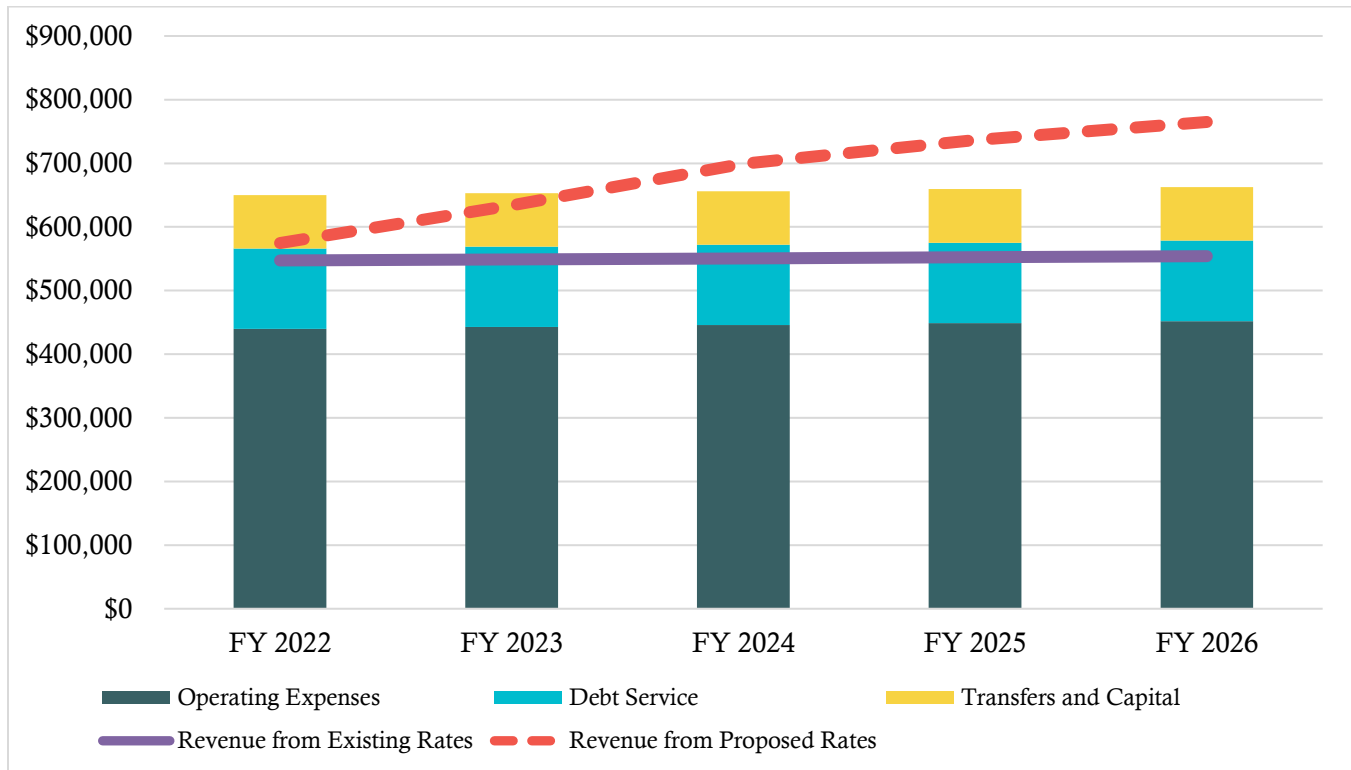
Table ES- 1: Utility Rate Adjustments

Fiscal Year	Water	Wastewater
FY 2022	5.00%	5.00%
FY 2023	2.00%	2.50%
FY 2024	2.00%	2.50%
FY 2025*	2.00%	2.50%
FY 2026*	2.00%	2.50%

* Additional rate adjustments for wastewater are anticipated beyond FY 2024, but the recommendation is to update the financial forecast prior to implementation of adjustments for FY 2025 and FY 2026.

Figure ES 2 below provides a visual illustration of the existing and proposed stormwater fee revenues compared to the operating requirements identified. As shown on the figure, even though operating expenses decrease in FY 2022, the revenue requirements increase significantly in FY 2022 due to the issuance of debt to fund over \$2.3 million of capital improvements. In order to provide adequate funding for this debt service, meet the bond coverage and other covenants, and maintain adequate fund balances, fee adjustments will be required as illustrated on the figure. After the initial larger increases in the stormwater fee more moderate annual adjustments are required to keep pace with inflationary pressures on the O&M costs.

Figure ES 2: Stormwater Revenue Sufficiency – Existing and Proposed Rates



As shown below, certain fee adjustments are being recommended and identified for future years, that will bring the stormwater system back to generating sufficient revenues each year to address operating, capital, and fund balance requirements. The stormwater fund does not have the luxury of phasing in rates at a more moderate pace due to the large increase in revenue requirements. The City can offset the need for this large increase by finding alternative funding or not completing the projects as currently shown on the CIP. From discussions with City staff there is a strong need to complete the CIP projects as currently planned.

Table ES- 2: Stormwater Rate Adjustments

Fiscal Year	Stormwater Monthly Rate [1]	Percent Adjustment
FY 2021	\$6.15	
FY 2022	\$6.45	5.0%
FY 2023	\$7.09	10.0%
FY 2024	\$7.79	10.0%
FY 2025*	\$8.17	5.0%
FY 2026*	\$8.45	3.5%

[1] Rate shown applies to the Single family accounts and per ERU for non-residential accounts. Multi-family single story and multi-family multi-story accounts have factors of 70% and 50% per unit, respectively that apply to the rates shown above.

* Additional rate adjustments for wastewater are anticipated beyond FY 2024, but the recommendation is to update the financial forecast prior to implementation of adjustments for FY 2025 and FY 2026.

Rate Structure Adjustments

The rate structure adjustments are discussed in further detail in Section 5 of this report. Below are the tables demonstrating the results of the rate design and the single family customer bill impacts.

Table ES- 3: Proposed Residential Water Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$27.65	\$22.50
1-inch	\$46.11	\$22.50
Usage Charges (per 1,000 gal)		
Block 1	\$4.53	\$5.04
Block 2	\$5.53	\$6.30
Block 3	\$6.91	\$7.56
Block 4	N/A	\$10.08
Consumption Blocks (1,000 gal)		
Block 1	0 – 15	0 - 3
Block 2	15 – 30	3 - 6
Block 3	Above 30	6 - 12
Block 4	N/A	Above 12

Table ES- 4: Proposed Multi-Family & Commercial Water Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$26.25	\$22.50
1-inch	\$68.25	\$56.25
1.5-inch	\$155.32	\$112.50
2-inch	\$267.73	\$180.00
4-inch	\$1,076.15	\$562.50
6-inch	\$2,418.31	\$1,125.00
8-inch	\$4,299.17	\$1,800.00
Usage Charges (per 1,000 gal)		
All Usage	\$4.78	\$5.04

Table ES- 5: Proposed Single Family Wastewater Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$12.24	\$12.25
1-inch	\$20.38	\$12.25
Usage Charges (per 1,000 gal)	\$8.45	\$8.59
Usage Cap	15,000	15,000

Table ES- 6: Proposed Multi-Family & Commercial Wastewater Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$11.61	\$12.25
1-inch	\$30.18	\$30.63
1.5-inch	\$67.26	\$61.25
2-inch	\$118.35	\$98.00
4-inch	\$475.66	\$306.25
6-inch	\$1,068.56	\$612.50
8-inch	\$1,899.64	\$980.00
Usage Charges (per 1,000 gal)		
All Usage	\$8.45	\$8.59

Below is a table illustrating impacts at various usage levels for a majority of the Utility's customers, single family inside city using less than 20,000 gallons per month of combined water and sewer services. The cumulative percentage of single family water bills has been included to provide context for how these proposed rates will impact the customer base. For example, the City sends out 57.6% of monthly bills to single family customers for 4,000-gallons or less, meaning 57.6% of these customers will see a reduced bill from the rate structure change. Once single family customers start using high quantities of water in the 15,000 to 20,000 gallon range, which typically correspond with irrigation consumption, the monthly bills are increased by a higher percentage to encourage customers to use less water (conservation) and at the same time can reduce their bill.

Table ES- 7: 5/8-inch Single Family Sample Bill Impacts (Water and Wastewater)

Usage	Existing Rates	Proposed Rates	Difference	Cumulative % Single Family Bills
0	\$39.89	\$34.75	(\$5.14)	6.1%
3,000	\$78.83	\$75.64	(\$3.19)	44.4%
4,000	\$91.81	\$90.53	(\$1.28)	57.6%
7,000	\$117.77	\$120.31	\$2.54	74.2%
15,000	\$234.59	\$273.22	\$38.63	94.0%
20,000	\$262.24	\$323.62	\$61.38	97.0%

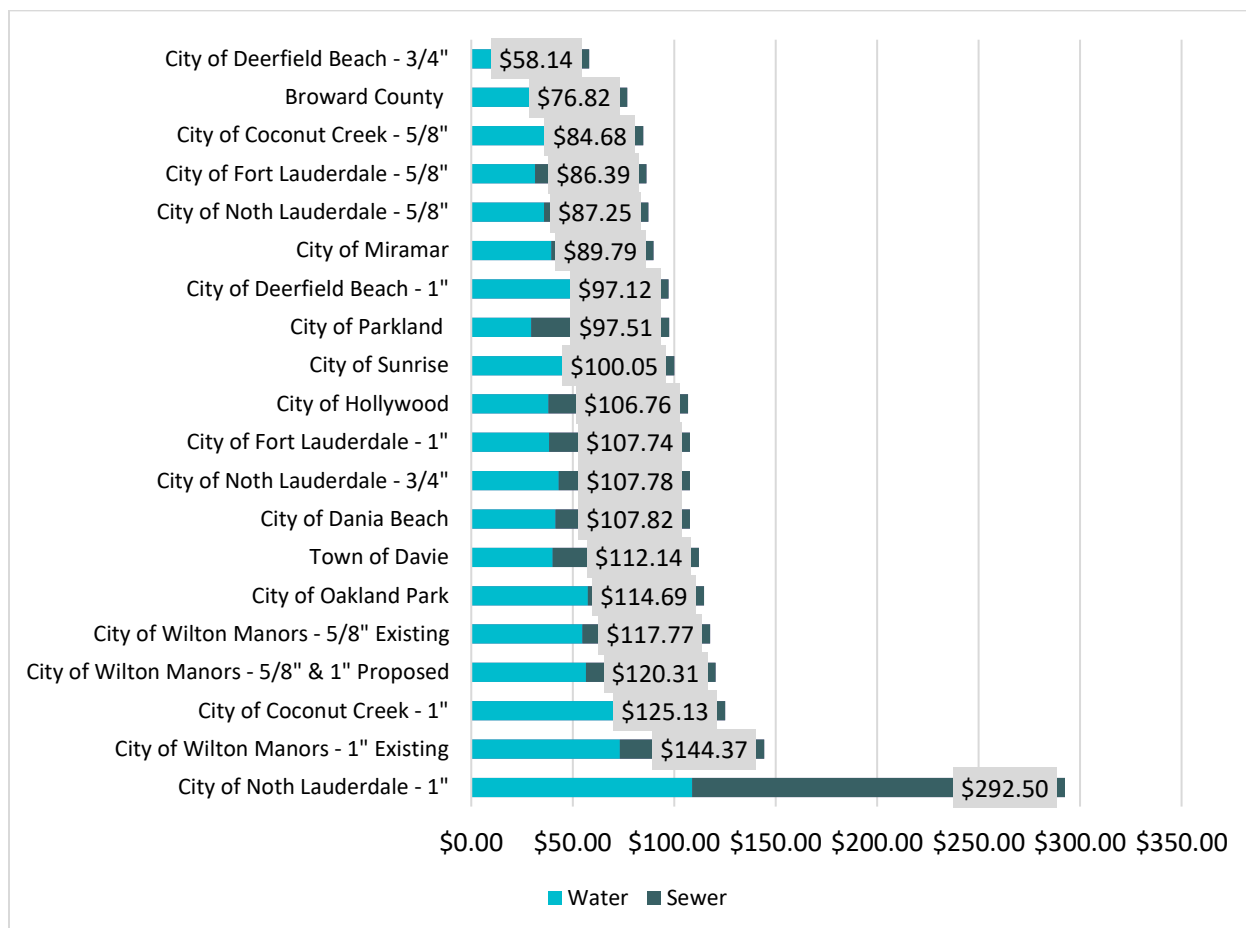
Comparison with Local Utilities

A common analysis reviewed by municipalities is how they're rates compare to those of other neighboring utilities. The following figure compares a water bill to other local communities at the typical City water customer usage level of 6,000 gallons per month. When making comparisons of rates between different utilities, several factors may have an effect on the rate levels being charged. These factors may include:

- Size of the system or overall economies with other utility services;
- Level of treatment and effluent disposal methods;
- Wholesale purchase terms and conditions and capacity utilization;
- Plant age, capacity utilization, grant and other outside funding;
- General fund and administrative fee transfers to municipal and County governments;
- Bond covenants and funding requirements of the rates; and
- Specific rate structure attributes for each customer class and usage level.

As shown on the figure below the City's rates are on the higher end of the comparison with other neighboring utilities throughout Broward County used for this comparison. The bills shown are for FY 2021 rate levels for other communities, which will likely increase rates in future years to meet increasing operating, capital, and regulatory costs.

Figure 1: Local Comparison: Single Family 6,000 Gallons



Recommendations

Based on the information, analysis, discussions, findings and conclusions included in this Study, it is recommended that:

1. The City adopt the following across-the-board rate adjustments for water and wastewater effective the first full billing period after October 1, 2021 (Fiscal Year 2022) and each fiscal year through 2024. These rate adjustments are designed to be applied uniformly to each service area and each rate component in addition to any annual CPI Adjustments or wholesale pass through adjustments.

Fiscal Year	Water	Wastewater
FY 2022	5.00%	5.00%
FY 2023	2.00%	2.50%
FY 2024	2.00%	2.50%
FY 2025*	2.00%	2.50%
FY 2026*	2.00%	2.50%

* Additional rate adjustments for water and wastewater are anticipated beyond FY 2024, but the recommendation is to update the financial forecast prior to implementation of adjustments for FY 2025 and FY 2026 due to the level of capital projects and debt funding identified that may change as the plans evolve.

2. The City should implement the rate structure adjustments identified on Tables 27, 28, 29, and 30 that unify the single family base charges, adjust the multi-family/commercial base charges to reflect industry standard, and establish the new block rates and gallonage ranges to promote conservation.
3. The City adopted the following stormwater rates effective the first full billing period after October 1, 2021 (Fiscal Year 2022) and each fiscal year through 2024, which reflect a significant increase in rate level from the existing monthly rate of \$6.15.

Fiscal Year	Stormwater Monthly Rate [1]
FY 2022	\$6.76
FY 2023	\$7.43
FY 2024	\$7.80
FY 2025*	\$8.19
FY 2026*	\$8.47

[1] Rate shown applies to the Single family accounts and per ERU for non-residential accounts. Multi-family single story and multi-family multi-story accounts have factors of 70% and 50% per unit, respectively that apply to the rates shown above.

* Additional rate adjustments for water and wastewater are anticipated beyond FY 2024, but the recommendation is to update the financial forecast prior to implementation of adjustments for FY 2025 and FY 2026 due to the level of capital projects and debt funding identified that may change as the plans evolve.

4. The City should comply with Chapter 180.136 FS regarding customer notification of any public meeting where rate adjustments will be discussed.

180.136 Water or sewer utilities; notice.—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility’s billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

5. Periodic reviews should be conducted of financial conditions to ensure that the recommended rate adjustments are materially meeting the primary objectives of revenue sufficiency, equitable cost recovery, creditworthiness and accumulating reserves for expansion CIP. It is recommended that in two to three years, the City update the financial forecast to validate the rate adjustments needed in future years.

Section 1. Introduction

Background

The City of Wilton Manors (City) maintains a water and wastewater utility system (Utility) that provides water and wastewater services to approximately 4,300 water customers and 4,100 wastewater customers located within the City limits. The City also operates a drainage utility (Stormwater) within the City limits. The City has engaged Raftelis Financial Consultants, Inc. (Raftelis) to conduct a rate study to review the sufficiency of the water, wastewater, and stormwater systems' ability to meet financial requirements including operating costs, capital improvements, and reserve fund requirements over the fiscal years 2021 through 2026 (Forecast Period). The City has also worked with Raftelis to review various rate design options to help promote conservation.

Summary of Report

In addition to Section 1, this report is subdivided into five (5) sections. The following is a brief discussion of the remaining sections included in this report:

Section 2. Customer Statistics – This section summarizes historical and projected customers and sales for each system. Projections are primarily based off of recent historical trends and expected future sales with a conservative outlook.

Section 3. Revenue Requirements – This section summarizes the financial forecast, which serves as the basis for the revenue sufficiency analysis. Also included is a discussion of the assumptions utilized in forecasting the adopted operating budget, water and wastewater purchases, debt service, and capital needs into the future.

Section 4. Revenue Sufficiency Analysis – This section provides the future revenue forecast from existing rates based on the projected customers and sales identified in Section 2. The forecasted revenues are compared to the revenue requirements identified in Section 3 to determine the level of rate adjustments needed. Once the necessary rate adjustments are identified, there is a projection of fund balances and debt service coverage. Additionally, the water, wastewater, and drainage rates for FY 2021 are compared to customer bills with other nearby communities.

Section 5. Rate Design – This section provides a review and discussion on the various rate components and structure modifications that were reviewed along with recommendations for changes.

Section 6. Findings, Conclusions, and Recommendations – This section identifies the findings, conclusions, and recommendations for the rate study.

Section 2. Customer Statistics

General

A major component in the determination of sustained revenue sufficiency for water and wastewater service is the development of a forecast of customers and sales. The City provided historical billing statistics for fiscal years (FY) 2019 and 2020 including the number of customers, by class and meter size, and metered monthly usage. The historical customers served and the trends in growth and water use / billed wastewater flow per equivalent residential unit (ERU) provided the basis for the forecast of customers through FY 2026.

Table 1 provides a summary of the FY 2020 customer and sales statistics for the water system which served as the basis for the forecast of the billing determinates for the water system and the corresponding rate revenues.

Table 1: FY 2020 Water Customer Summary

Description	FY 2020
Single Family Residential	
Accounts	3,029
ERUs [1]	3,171
Annual Consumption	204,658
Avg. Monthly Use per ERU [2]	5.4
Multi-Family Residential	
Accounts	325
ERUs [1]	1,472
Annual Consumption	122,047
Avg. Monthly Use per ERU [2]	6.9
Multi-Residential	
Accounts	385
ERUs [1]	367
Annual Consumption	14,552
Avg. Monthly Use per ERU [2]	3.3
Non-Residential	
Accounts	394
ERUs [1]	925
Annual Consumption	70,281
Avg. Monthly Use per ERU [2]	6.3
Single Family Sprinklers	
Accounts	23
ERUs [1]	30
Annual Consumption	2,641
Avg. Monthly Use per ERU [2]	7.3

Description	FY 2020
Multi-Family Sprinklers	
Accounts	42
ERUs [1]	174
Annual Consumption	14,329
Avg. Monthly Use per ERU [2]	6.9
Non-Residential Sprinklers	
Accounts	97
ERUs [1]	234
Annual Consumption	32,799
Avg. Monthly Use per ERU [2]	11.7
Lazy Lake	
Accounts	15
ERUs [1]	18
Annual Consumption	1,081
Avg. Monthly Use per ERU [2]	5.0
Total Water System	
Accounts	4,310
ERUs [1]	6,391
Annual Consumption	462,388
Avg. Monthly Use per ERU [2]	6.0

[1] The City bills monthly base charges pursuant to the water meter size serving each account. The Equivalent Residential Units (ERU) represent the number of meter equivalent units estimated for each customer class. The meter equivalent factors are based on per meter water use demand information published by the American Water Works Association and used by utilities, including the Florida Public Service Commission, in the establishment of base rates. The meter equivalent factors are based on the size of the meter serving the accounts with the smallest meter, which is a 5/8-inch meter, having a meter equivalent factor of 1.0. The meter equivalent units are based on the number of customers and their corresponding meter size served.

[2] Average consumption per month is calculated by dividing the consumption by the meter equivalents and then dividing by 12 months. Shown in thousands of gallons.

Table 2 provides a summary of the FY 2020 customer and billed flow statistics for the wastewater system which served as the basis for the forecast of the billing determinates for the wastewater system and the corresponding rate revenues.

Table 2: FY 2020 Wastewater Customer Summary

Description	FY 2020
Single Family Residential	
Accounts	3,029
ERUs [1]	3,051
Annual Consumption	204,658
Avg. Monthly Use per ERU [2]	5.6

Description	FY 2020
Multi-Family Residential	
Accounts	328
ERUs [1]	900
Annual Consumption	122,236
Avg. Monthly Use per ERU [2]	11.3
Multi-Residential	
Accounts	384
ERUs [1]	699
Annual Consumption	14,478
Avg. Monthly Use per ERU [2]	1.7
Non-Residential	
Accounts	391
ERUs [1]	3,197
Annual Consumption	70,118
Avg. Monthly Use per ERU [2]	1.8
Lazy Lake	
Accounts	8
ERUs [1]	8
Annual Consumption	384
Avg. Monthly Use per ERU [2]	4.0
Total Wastewater System	
Accounts	4,140
ERUs [1]	7,855
Annual Consumption	411,874
Avg. Monthly Use per ERU [2]	4.4

[1] The ERUs for wastewater are presented on the same basis as described in Table 1 for the water customer statistics.

[2] Average consumption per month is calculated by dividing the consumption by the meter equivalents and then dividing by 12 months.

The table below provides a summary of the FY 2020 customer and ERU statistics for the stormwater system which served as the basis of the forecast of the billing determinates for the stormwater system and the corresponding rate revenues.

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Table 3: FY 2020 Stormwater Customer Summary

Description	FY 2020
Single Family Residential	
Units	3,004
ERUs	3,004
Multi-Family – Single Story	
Units	1,005
ERUs	704
Multi-Family – Multi-Story	
Units	2,983
ERUs	1,492
Commercial	
Units	2,172
ERUs	2,172
Total Stormwater System	
Units	9,164
ERUs	7,372

Water Customer Statistics

The City categorizes each customer into several classes for billing purposes consisting of: single family residential, multi-family residential, multi-residential, non-residential, single family sprinkler, multi-family sprinkler, non-residential sprinkler, and Lazy Lake. The table below provides the estimated average number of accounts, ERUs, metered consumption and average monthly consumption per ERU by customer classification for FY 2020.

Table 4: FY 2020 Water Customer Statistics

Description (Meter Size)	Account	ERUs	Consumption (1,000s gallons)	Avg. Consumption per Month
Single Family Residential				
5/8-inch	2,816	2,816	189,453	5.6
1-inch	213	355	15,205	3.6
Subtotal	3,029	3,171	204,658	5.4
Multi-Family Residential				
5/8-inch	142	135	10,569	6.5
1-inch	65	160	11,072	5.8
1.5-inch	50	275	21,301	6.5
2-inch	63	610	52,897	7.2
4-inch	3	117	8,683	6.2
6-inch	2	175	17,525	8.3
Subtotal	325	1,472	122,047	6.9
Multi-Residential				
5/8-inch	384	365	14,441	3.3
1-inch	1	2	111	4.6
Subtotal	385	367	14,552	3.3
Non-Residential				
5/8-inch	252	239	16,136	5.6
1-inch	81	200	13,653	5.7
1.5-inch	32	176	8,666	4.1
2-inch	28	271	27,771	8.5
4-inch	1	39	4,055	8.7
Subtotal	394	925	70,281	6.3
Single Family Sprinklers				
5/8-inch	13	13	1,650	10.6
1-inch	10	17	991	4.9
Subtotal	23	30	2,641	7.3
Multi-Family Sprinklers				
5/8-inch	14	13	1,533	9.8
1-inch	13	32	4,867	12.7
1.5-inch	4	22	2,107	8.0
2-inch	11	107	5,822	4.5
Subtotal	42	174	14,329	6.9
Non-Residential Sprinklers				
5/8-inch	47	45	2,457	4.6
1-inch	35	86	6,252	6.1
1.5-inch	10	55	11,273	17.1
2-inch	5	48	12,817	22.3
Subtotal	97	234	32,799	11.7
Lazy Lake				
5/8-inch	11	11	850	6.4
1-inch	4	7	231	2.8
Subtotal	15	18	1,081	5.0
Total Water System	4,310	6,391	462,388	6.0

As shown above the City provided retail potable water service to an average of 4,310 accounts representing 6,391 equivalent residential units during FY 2020. Average monthly consumption per meter equivalent for all water system connections is approximately 6,000 gallons.

Wastewater Customer Statistics

The table below provides the estimated average number of accounts, ERUs, billed wastewater flow which is based on the metered water consumption at the customer's premise (referred to as wastewater consumption), and the average monthly billed wastewater flow (consumption) by customer classification and service area for FY 2020:

Table 5: FY 2020 Wastewater Customer Statistics

Description (Meter Size)	Account	ERUs	Consumption (1,000s gallons)	Avg. Consumption per Month
Single Family Residential				
5/8-inch	2,816	2,815	189,453	5.6
1-inch	213	236	15,205	5.4
Subtotal	3,029	3,051	204,658	5.6
Multi-Family Residential				
5/8-inch	144	211	10,717	4.2
1-inch	66	132	11,103	7.0
1.5-inch	51	182	21,311	9.8
2-inch	63	222	52,897	19.9
4-inch	2	151	8,683	4.8
6-inch	2	2	17,525	730.2
Subtotal	328	900	122,236	11.3
Multi-Residential				
5/8-inch	384	699	14,478	1.7
Subtotal	384	699	14,478	1.7
Non-Residential				
5/8-inch	250	853	15,983	1.6
1-inch	81	2,284	13,653	0.5
1.5-inch	31	31	8,656	23.3
2-inch	28	28	27,771	82.7
4-inch	1	1	4,055	337.9
Subtotal	391	3,197	70,118	1.8
Lazy Lake				
5/8-inch	4	4	231	4.8
1-inch	8	8	384	4.0
Subtotal	8	8	384	4.0
Total Wastewater System	4,140	7,855	411,874	4.4

As shown above, the City currently provides wastewater service to approximately 4,140 accounts. The total average billed wastewater flow or consumption per ERU for wastewater service is 4,400 gallons.

Principal Assumptions and Considerations

Detailed assumptions and projections of water, wastewater, and stormwater customer statistics are provided in Exhibits 4, 5, and 6 at the end of this report. The major assumptions, considerations and analyses that are included in the projection of water, wastewater, and stormwater customer statistics are as follows:

1. The City provided historical customer billing statistics for Fiscal Years 2019 and 2020. The Fiscal Year 2020 customer accounts, ERUs and consumption were used as the basis for future projections.
2. Based on discussions with staff regarding development activity in the City, the customer growth for the water system is expected to be minimal over the Forecast Period with customer accounts and consumption remaining relatively stable. Customers are projected to grow from 4,310 in FY 2020 to 4,358 by the end of the Forecast Period. This equates to an average annual growth rate of 1.06% over the six-year period.
3. Customer growth for the wastewater system is expected to also be minimal over the Forecast Period adding 8-9 new customer accounts per year.
4. On the stormwater system, growth is expected for the multi-family class (both single story and multi-story customers). There is approximately 40 new units projected to be added each year of the Forecast Period.
5. With recent changes to the density allowed in the City and several potential redevelopment projects that staff is aware of, it is likely that actual growth will exceed the forecasted growth which will put the utility in a stronger financial position.

Section 3. Revenue Requirements

General

Utility cash revenue requirements is the term that generally defines the various components of cost associated with operating and maintaining a municipally-owned utility system, as well as the cost of financing the renewal and replacement of facilities and capital improvements for upgrades and expansion. The sum of these cost components, less any miscellaneous utility revenues, represents the net revenue requirements that must be funded from the utility rates. The revenue requirements for this study are predicated on an analysis of projected water, wastewater, and stormwater costs for the five-year period ending FY 2026. The projected revenue requirements include the various generalized cost components below:

- Operating Expenses: These expenses include the cost of labor, wholesale water and wastewater treatment purchases, insurance, electricity, materials, supplies, administration and other items necessary for the operation and maintenance of the System.
- Debt Service: Debt service includes the principal and interest on the System's current outstanding debt obligations payable from the System's net operating revenues. The System currently has the 2021 Promissory Note (2021 Note) outstanding that was recently issued to refund the 2011 Utility and Parking System Revenue Note and other outstanding loans of the City. Annual payments are due through FY 2026. The City will likely be issuing additional debt in the next year or two to fund significant improvements identified in the master plan.
- Other Revenue Requirements: This component of cost includes, among other things, ongoing capital improvements (capital outlay) to be financed from revenues or on a pay-as-you-go basis (i.e., ongoing capital re-investment), transfers out of the Utility to other City funds, transfer to the renewal and replacement fund, and other related expenditures funded from rates.

Principal Assumptions and Considerations

The projected revenue requirements are summarized in this section and are provided in more detail in Exhibits 15, 16, and 17 at the end of this report. The major assumptions, considerations and analyses that are included in the development of the projected revenue requirements are as follows:

1. The City's adopted budget for water, wastewater and stormwater services for FY 2021 (the "Budget") and FY 2020 actual results served as the basis for expenditure projections reflected in the financial forecast. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein are assumed to be reasonable and reflect anticipated operations. Such budgetary amounts were incorporated into the revenue requirement component of the study since it represents the City's most recent projections of the cost to provide service and is also the most recent financial plan as approved by the City Council, except for adjustments and assumptions as noted below.
2. System operating and maintenance expenditures budgeted for FY 2021 are projected for the remaining five years of the Forecast Period (i.e., through FY 2026), after identifying certain adjustments to identify one-time expenditures or expenditures that are anticipated to change in future budget years by more than typical inflation or customer growth impacts. Schedules providing budget line item detail of projected operating

expenses are shown on Exhibits 1, 2, and 3 at the end of this report. The primary assumptions associated with the projected operating expenses as developed for the Forecast Period are as follows:

- Based on discussions with the City, System salaries and wages were increased above FY 2021 budgeted amounts by 3.5% annually to reflect wage adjustments resulting from promotions and merit increases as well as cost of living adjustments due to inflationary pressures. Insurance expenditures are projected to increase by 5.0% annually, faster than salaries and payroll taxes due to recent trends in the industry.
- The largest annual expenditure incurred by the City is the wholesale purchase of water and wastewater from Fort Lauderdale. A forecast of future water purchases was developed and based on historical averages and trends combined with the projected number of future customers and sales. The historical information was used to compare the actual wholesale purchases to the water and wastewater meter readings used by the City to compare and develop the average amount of non-revenue. The non-revenue water is water that is read at the master meter connection point, but does not flow through a customers meter and is usually lost through a combination of line losses or flushing. The table below provides the water purchases in thousands of gallons with the full forecast provided on Exhibit 14.

Table 6: Water Wholesale Purchases

Fiscal Year	Total Purchases (1,000s)	Water Purchases Cost
FY 2022	505,950	\$2,030,500
FY 2023	508,970	\$2,253,500
FY 2024	510,490	\$2,374,100
FY 2025	512,000	\$2,500,700
FY 2026	513,510	\$2,633,500
FY 2027	515,110	\$2,773,000
FY 2028	516,720	\$2,918,900
FY 2029	518,320	\$3,076,300
FY 2030	505,950	\$2,030,500

The table below provides the wastewater purchases in thousands of gallons as well as the wholesale cost. As will be seen on the wastewater purchases, there is a significant increase in the number of 1,000 gallons purchased from Fort Lauderdale than the City was historically billed for due to a recent change in the flow meter used. The original flow meter was old and was under-reading the actual flows. This change will cause the City to implement slightly higher rate adjustments over the next few years to accommodate for this adjustment as there is not currently a need to implement a one-time larger adjustment to capture the full change.

Table 7: Wastewater Wholesale Purchases

Fiscal Year	Total Purchases (1,000s)	Water Purchases Cost
FY 2022	761,500	\$1,979,900
FY 2023	763,610	\$2,084,700
FY 2024	765,710	\$2,197,600
FY 2025	767,820	\$2,311,100
FY 2026	769,920	\$2,432,900
FY 2027	772,030	\$2,563,100
FY 2028	774,130	\$2,701,700
FY 2029	776,270	\$2,841,100
FY 2030	778,410	\$2,989,100

- The utility enterprise fund currently and historically has transferred approximately \$1,000,000 annually to the General Fund. The transfer is made after the payment of O&M expenses and debt service and has therefore been counted “below the line” for debt service coverage purposes. In future years the City has identified that this amount will be decreased annually over a four-year period to \$91,393 per year by FY 2025 where it will level off for future years. This reduction puts the utility in a stronger financial position and reduces the pressure on utility rates. This adjustment will also be viewed favorable by the bond market when the City obtains new debt to fund the CIP.
 - Other operating costs such as operating supplies, professional services, and other ongoing expenses have been increased above the FY 2021 Budget by an inflationary index, which is approximately 2.3% annually. General inflation is usually measured by the CPI-U, which is the Consumer Price Index – All Urban Consumers Report. The Congressional Budget Office (CBO) Economic Projections, from February 2021, forecasts annual CPI-U increases ranging from 2.1% up to 2.4% from 2022 through 2026.
3. Each year the budget also specifies amounts related to renewal and replacement (R&R) capital expenditures. These amounts have not been included in the operating costs and anticipate capitalization of the improvements that occur to the utility’s fixed assets. The work being performed provides the ability to allow the utility assets to reach their average service life and/or avoid certain major repairs and replacements. The total water, wastewater, and stormwater systems budget approximately \$234,000 per year for ongoing R&R, which fluctuates annually based on the projects identified.
 4. In addition to the provisions for ongoing maintenance and R&R expenditures, additional capital improvements have been identified in the City’s 2020 Utility Master Plan¹. Capital improvements are usually larger one-time expenditures related to replacements, renewals or betterments that extend the useful life of the asset such as water line replacements. In discussions with City staff, the following CIP was developed for the Forecast Period, which advances the execution of certain projects identified in the 2020 Utility Master Plan. The CIP was provided by the City in current (2021) dollars and such amounts were escalated to estimate the installed cost in the fiscal year of addition (to reflect increased costs associated with the labor, materials, and other factors related to the execution or construction of the projects.) In addition to using system rate revenues, R&R funds, and reserves, new debt is needed in FY 2022, FY 2025, and FY 2028 to

¹ Water, Wastewater, and Stormwater Integrated Master Plan Report, dated January 21, 2020.

fund additional capital. The table below identifies the CIP funding sources for the five-year period 2022 through 2026 and the detailed list of projects by year is provided on Exhibits 12 and 13.

Table 8: Five-Year Capital Improvement Funding Sources

Description	Water and Wastewater	Stormwater
Rates and Reserves	\$7,816,500	\$375,800
R&R Funds	1,059,600	332,700
Proposed New Debt	19,173,700	2,382,300
Total	\$28,049,800	\$3,090,800

5. As shown on Table 8 above, new debt of \$19.2 million for the water and wastewater utility and \$2.4 million for the stormwater utility is anticipated to be issued over the next 5-year period to fund certain capital improvements. Three revenue bonds are anticipated to be issued in Fiscal Years 2022, 2025, and 2028 for \$17.6, \$8.3, and \$9.0 respectively, some of which is outside of the next 5-years. Debt runs for these revenue bonds have been provided by The City's Financial Advisor, Ford and Associates, and have been incorporated into the financial forecast.
6. There is currently one outstanding debt obligation with a pledge on the revenues generated by the System. The 2021 Promissory Note (2021 Note) was recently issued to refund the 2011 Utility and Parking System Revenue Note and other outstanding loans of the City. The 2011 Utility and Parking System Revenue Note was originally issued to finance the design and construction of a sewer lift station and to develop surface parking facilities; of which the sewer portion accounted for 50% of the total principal. This relative amount of the 2021 Note, which includes refunding of several loans is allocated to the sewer system and accounts for annual payments of approximately \$95,000 and matures in FY 2026.
7. The System should strive to maintain adequate cash reserves to meet day-to-day funding needs as well as to be able to provide funds to meet any unexpected emergencies requiring immediate financial resources. Based on prudent utility business principles, which are discussed further in Section 4, the equivalent of six months of operation and maintenance expenses is targeted as the minimum unrestricted operating reserves to be achieved by the water and wastewater system. This amount equates to approximately \$3.0 to \$3.5 million over the Forecast Period. For the stormwater system, the minimum target is three months, or 90 days, of O&M expenses which equates to approximately \$110,000.
8. The System also collects other operating revenues from miscellaneous charges for specific customer services such as meter installation fees, fire line fees, backflow inspection fees, and other miscellaneous revenues. These miscellaneous revenues are available to reduce the amount of revenue requirements needed to be collected from the monthly user rates.

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Revenue Requirements Summary

The projected net revenue requirements for the water system over the next five-year period, less miscellaneous income, are summarized below:

Table 9: Projected Water Net Revenue Requirements

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Operating Expenses	\$2,985,100	\$3,108,100	\$3,238,500	\$3,375,600	\$3,519,300
Debt Service	224,000	449,400	450,500	647,700	845,900
R&R Transfer	71,300	72,800	74,500	76,200	78,000
Operating Transfer Out	375,100	265,300	155,500	45,700	45,700
Capital Funded by Rates	77,100	279,800	116,600	355,500	0
Gross Revenue Requirements	\$3,732,600	\$4,175,400	\$4,035,600	\$4,500,700	\$4,488,900
Miscellaneous Revenues	70,600	74,350	76,100	74,850	75,000
Net Revenue Requirements	\$3,662,000	\$4,101,050	\$3,959,500	\$4,425,850	\$4,413,900

As shown on the table above, the net revenue requirements in total on the water system fluctuate from year to year largely due to the capital funded by rates. The capital funded by rates varies by year depending on the funding needs identified on the CIP. The largest component of the net revenue requirements is the operating expenses, which are increasing each year based on inflationary and other cost pressures. Debt service requirements on the new proposed debts begin in FY 2022 and start at approximately \$224,000 and increase to \$845,900 annually by FY 2026 as the second issuance is made and additional debt service comes due.

The projected net revenue requirements for the wastewater system over the next five-year period, less miscellaneous income, are summarized below:

Table 10: Projected Wastewater Net Revenue Requirements

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Operating Expenses	\$3,212,400	\$3,331,200	\$3,459,600	\$3,597,000	\$3,735,900
Debt Service	304,100	513,000	513,300	672,300	830,600
R&R Transfer	71,300	72,800	74,500	76,200	78,000
Operating Transfer Out	375,100	265,300	155,500	45,700	45,700
Capital Funded by Rates	77,100	279,800	19,000	742,900	690,700
Gross Revenue Requirements	\$4,040,000	\$4,462,100	\$4,221,900	\$5,134,100	\$5,380,900
Miscellaneous Revenues	57,600	61,350	63,100	61,850	62,000
Net Revenue Requirements	\$3,982,400	\$4,400,750	\$4,158,800	\$5,072,250	\$5,318,900

As shown on Table 10 above, the wastewater net revenue requirements over the first five years of the Forecast Period fluctuate similar to the water system. The fluctuations are primarily driven by the capital funded by rates. Operating expenses allocated to the wastewater system are the largest component of the revenue requirements, and can be seen as increasing each year after FY 2022 due to inflation. Debt service in FY 2021 is associated with the 2011 Note which matures in FY 2026. Due to the new proposed loans, the annual debt service is then increased to over \$800,000 before the end of the forecast period.

The projected net revenue requirements for the stormwater system over the next five-year period, less miscellaneous revenues, are summarized below:

Table 11: Projected Stormwater Net Revenue Requirements

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Operating Expenses	\$439,700	\$442,700	\$445,700	\$448,800	\$452,100
Debt Service	126,500	126,500	126,500	126,500	126,500
R&R Transfer	79,000	79,000	79,000	79,000	79,000
Operating Transfer Out	5,000	5,000	5,000	5,000	5,000
Capital Funded by Rates	0	0	0	0	0
Gross Revenue Requirements	\$650,200	\$653,200	\$656,200	\$659,300	\$662,600
Miscellaneous Revenues	10,300	10,300	10,300	10,300	10,300
Net Revenue Requirements	\$639,900	\$642,900	\$645,900	\$649,000	\$652,300

As can be seen on the table above, the stormwater net revenue requirements increase over the forecast period with the introduction of new debt starting in FY 2022. Operating expenses are slightly increasing each year, after FY 2022, due to the estimated budget escalation from inflationary pressures. The level of projects anticipated to be completed by the City will result in the need for an adjustment to the stormwater rate level.

Section 4. Revenue Sufficiency Analysis

General

The primary mechanism for generating revenues in order to recover the costs of providing water, wastewater, and stormwater services are the adopted user rates, fees, and charges. This section discusses the existing rate structure as well as the recommended rate levels over the next five-year period. In addition to the user rates, the System also collects miscellaneous or ancillary charges for specifically requested services.

Existing Rates

The following table presents the water rates in effect as of October 1, 2021:

Table 12: Existing Water Rates Effective October 1, 2021

Description	Amount
Single Family Residential	
Base Charge:	
5/8"	\$29.03
1"	\$48.42
Usage Charge per 1,000 Gallons	
Block 1: 0 – 15,000 gallons	\$4.76
Block 2: 15,001 – 30,000 gallons	\$5.81
Block 3: Above 30,000 gallons	\$7.26
Multi-Family/Commercial	
Base Charge:	
5/8"	\$27.56
1"	\$71.66
1.5"	\$163.09
2"	\$281.12
4"	\$1,129.96
6"	\$2,536.23
8"	\$4,514.13
Usage Charge per 1,000 Gallons	
All Usage	\$5.02
Lazy Lake	
Base Charge:	
5/8"	\$29.03
1"	\$48.42
Irrigation	
Usage Charge per 1,000 Gallons	
Single Family Residential:	
Block 1: 0 – 30,000 gallons	\$5.81
Block 2: Above 30,000 gallons	\$7.26
Multi-Family/Commercial (All Usage)	\$6.12

Table 13 presents the existing wastewater rates that became effective on October 1, 2021.

Table 13: Existing Wastewater Rates Effective October 1, 2021

Description	Amount
Single Family Residential	
Base Charge:	
5/8"	\$12.85
1"	\$21.40
Multi-Family/Commercial	
Base Charge:	
5/8"	\$12.19
1"	\$31.69
1.5"	\$70.62
2"	\$124.27
4"	\$499.44
6"	\$1,121.99
8"	\$1,994.62
Lazy Lake	
Base Charge:	
5/8"	\$12.85
1"	\$21.40
Usage Charge per 1,000 Gallons	
Single Family Residential:	
Block 1: 0 – 15,000 gallons	\$8.87
Block 2: Above 15,000 gallons	\$0.00
All Other Customers (All Usage)	\$8.87

The following table presents the stormwater rates in effect as of October 1, 2021:

Table 14: Existing Stormwater Rates Effective October 1, 2021

Description	Amount
Single Family Residential per Unit	\$6.46
Multi-Family – Single Story per Unit	\$4.52
Multi-Family – Multi-Story per Unit	\$3.23
Commercial per ERU[1]	\$6.46

[1] Fee determined by multiplying the ERU rate times the impervious area in square feet divided by the ERU factor of 3,460.

Revenue Sufficiency of Existing Utility Rates

The projection of customers and sales discussed in Section 2 serves as the basis for the water and wastewater revenue calculations. By applying the adopted user rates and charges to the projected customer and sales statistics the expected rate revenue for each fiscal year is calculated. The water rate revenue surplus/deficiency for the next five-year period under the existing rates is projected as follows:

Table 15: Water Revenue Sufficiency Forecast at Existing Rates

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Revenue Requirements	\$3,662,000	\$4,101,050	\$3,959,500	\$4,425,850	\$4,413,900
Rate Revenue from Existing Rates [1]	4,451,500	4,466,000	4,480,200	4,494,500	4,508,800
Surplus/(Deficiency)	\$789,500	\$364,950	\$520,700	\$68,650	\$94,900

[1] Detailed water revenue forecast provided on Exhibit 7

As shown above, revenue surpluses generated from existing rates are projected to significantly reduce beginning in FY 2025. The reductions can be primarily attributed to the increasing operating expense requirements from inflation each year, in addition to the proposed debt service anticipated to begin in FY 2022. With this finding it will be necessary for the City to implement annual rate adjustments as provided later in this report.

The table below provides the wastewater rate revenue surplus/deficiency for the first five years of the Forecast Period under the existing rates:

Table 16: Wastewater Revenue Sufficiency Forecast at Existing Rates

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Revenue Requirements	\$3,982,400	\$4,400,750	\$4,158,800	\$5,072,250	\$5,318,900
Rate Revenue from Existing Rates [1]	4,233,800	4,247,000	4,260,100	4,273,100	4,286,200
Surplus/(Deficiency)	\$251,400	(\$153,750)	\$101,300	(\$799,150)	(\$1,032,700)

[1] Detailed wastewater revenue forecast provided on Exhibit 8.

As shown on Table 16 above, the wastewater rate revenues generated by the existing rates are projected to not be sufficient to fund the identified revenues requirements for several of the next five years of the Forecast Period shown. Based on the results of the wastewater system financial forecast and revenue sufficiency analysis as documented in this report, Raftelis has identified the necessity for wastewater rate increases.

Table 17 below provides a forecast of the stormwater revenue surplus/deficiency for the first five years of the forecast under the existing rates.

Table 17: Stormwater Revenue Sufficiency Forecast at Existing Rates

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Revenue Requirements	\$639,900	\$642,900	\$645,900	\$649,000	\$652,300
Rate Revenue from Existing Rates [1]	547,300	548,900	550,500	552,200	554,000
Surplus/(Deficiency)	(\$92,600)	(\$94,000)	(\$95,400)	(\$96,800)	(\$98,300)

[1] Detailed stormwater revenue forecast provided on Exhibit 9.

The deficiency for the stormwater system grows from approximately \$66,000 in FY 2021 to nearly \$100,000 per year beginning in FY 2022. This is due to increased debt service requirements associated with the new proposed revenue bond. Similar to both the water and wastewater system, the stormwater system will also require annual rate adjustments as shown in Table 18 below.

Revenue Sufficiency of Projected Utility Rates

As previously discussed, the existing rates will not be sufficient to support the net revenue requirements forecast. Therefore, rate adjustments will be necessary to some degree and may vary based on future customer growth and usage patterns. The table below summarizes the system-wide rate adjustments necessary (using the growth assumptions outlined in Section 2) to meet the operating requirements, debt service coverage requirements, capital requirements, and the minimum target for unrestricted operating reserves.

Table 18: Projected Annual Rate Adjustments

Fiscal Year	Water	Wastewater	Stormwater
2022 [1]	5.00%	5.00%	5.00%
2023	2.00%	3.00%	10.00%
2024	2.00%	3.00%	10.00%
2025	2.00%	3.00%	5.00%
2026	2.00%	3.00%	3.50%

[1] Adjustments already implemented by the City effective October 1, 2021.

Rate increases of 2.0% and 3.0% per year have been identified for the water and wastewater system, respectively, through FY 2026 after the City implemented 5.0% adjustments in FY 2022. The stormwater system requires 10.0% rate adjustments in FY 2023 and FY 2024, followed by 5.0% adjustments in FY 2025, then a 3.5% increase in FY 2026. The City has identified \$3.8 million of capital improvements for the stormwater system over the next five-year period, including new pump stations, outfall improvements, and other stormwater improvements. Due to these large capital requirements which are considered by the City to be necessary to maintain efficient operations and to meet regulatory requirements, the stormwater rates will need to be adjusted as shown above. Assuming the rate adjustments are implemented beginning October 1, 2021 and each ensuing October 1, the following tables provide an illustration of the projected revenue sufficiency for each of the systems.

Table 19: Water Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Revenue Requirements	\$3,662,000	\$4,101,050	\$3,959,500	\$4,425,850	\$4,413,900
Rate Revenue from Projected Rates	4,674,100	4,783,100	4,894,300	5,008,100	5,124,500
Surplus/(Deficiency)	\$1,012,100	\$682,050	\$934,800	\$582,250	\$710,600

[1] Detailed five-year water revenue sufficiency forecast provided on Exhibit 15.

Table 20: Wastewater Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Revenue Requirements	\$3,982,400	\$4,400,750	\$4,158,800	\$5,072,250	\$5,318,900
Rate Revenue from Projected Rates	4,445,500	4,593,200	4,745,500	4,902,800	5,065,300
Surplus/(Deficiency)	\$463,100	\$192,450	\$586,700	(\$169,450)	(\$253,600)

[1] Detailed five-year wastewater revenue sufficiency forecast provided on Exhibit 16.

Table 21: Stormwater Revenue Sufficiency Forecast under Projected Rate Adjustments

Description [1]	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Net Revenue Requirements	\$639,900	\$642,900	\$645,900	\$649,000	\$652,300
Rate Revenue from Projected Rates	574,665	633,980	699,410	736,649	764,917
Surplus/(Deficiency)	(\$65,235)	(\$8,921)	\$53,510	\$87,649	\$112,617

[1] Detailed five-year stormwater revenue sufficiency forecast provided on Exhibit 17.

Typically loan agreements and bond resolutions require a pledge of system net revenues from water and wastewater for the repayment of debt and include a provision for the minimum debt service coverage threshold. While most loan agreements and bond resolutions require between 110% and 125% coverage, it is recommended that the City build up to an all-in target of 150% to 170% coverage for future debt service in order to maintain sufficient cash flow to continue executing capital projects and necessary R&R work. As shown on the next two tables below, and detailed in Exhibits 18 and 19, with the proposed rate increases the projected debt service coverage exceeds the minimum target each year:

Table 22: Projected Water and Wastewater Debt Service Coverage

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Revenue from Projected Rates	\$9,119,600	\$9,376,300	\$9,639,800	\$9,910,900	\$10,189,800
Miscellaneous Revenues	128,200	135,700	139,200	136,700	137,000
Total Revenue	\$9,247,800	\$9,512,000	\$9,779,000	\$10,047,600	\$10,326,800
Operating Expenses	6,197,500	6,439,300	6,698,100	6,972,600	7,255,200
Net Revenue	\$3,050,300	\$3,072,700	\$3,080,900	\$3,075,000	\$3,071,600
Senior Lien Debt Service	\$528,100	\$962,400	\$963,800	\$1,320,000	\$1,676,500
Calculated Senior Coverage (Target 120%) [1]	578%	319%	320%	233%	183%
Net Revenue After Payment of Debt	\$2,522,200	\$2,110,300	\$2,117,100	\$1,755,000	\$1,395,100
Transfer Out to the General Fund	750,200	530,600	311,000	91,400	91,400
Revenue Available for Other Uses	\$1,772,000	\$1,579,700	\$1,806,100	\$1,663,600	\$1,303,700

[1] Net Revenue divided by Senior Lien Debt Service payment each year.

Table 23: Projected Drainage Debt Service Coverage

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Revenue from Projected Rates	\$574,665	\$633,980	\$699,410	\$736,649	\$764,917
Miscellaneous Revenues	10,300	10,300	10,300	10,300	10,300
Total Revenue	\$584,965	\$644,280	\$709,710	\$746,949	\$775,217
Operating Expenses	439,700	442,700	445,700	448,800	452,100
Net Revenue	\$145,265	\$201,580	\$264,010	\$298,149	\$323,117
Senior Lien Debt Service	\$126,500	\$126,500	\$126,500	\$126,500	\$126,500
Calculated Senior Coverage (Target 120%) [1]	115%	159%	209%	236%	255%
Net Revenue After Payment of Debt	\$18,765	\$75,080	\$137,510	\$171,649	\$196,617
Transfer Out to the General Fund	5,000	5,000	5,000	5,000	5,000
Revenue Available for Other Uses	\$13,765	\$70,080	\$132,510	\$166,649	\$191,617

[1] Net Revenue divided by Senior Lien Debt Service payment each year.

Utility Cash Reserves

Days cash on hand or unrestricted reserves as a percentage of operating expenses is a widely used metric in the utility industry, especially by bond rating agencies. Establishing a reserve policy provides a basis for the City to manage variances in revenue and expenses, and cope with potential fiscal emergencies such as revenue shortfalls, asset failure, natural disaster etc. It also provides guidelines for sound financial management with an overall long-range perspective to maintain financial solvency and mitigate financial risks associated with revenue instability, changes in capital costs and emergencies.

Raftelis recommends that the City maintain at a minimum six months of operating expenses in unrestricted reserves. The primary purposes include to provide working capital to support the operation, maintenance, and administration of the System; and to fund future obligations that are necessary for maintaining reliable infrastructure. The recommended and achieved unrestricted reserves for water, wastewater, and stormwater are presented below on Tables 23 and 24.

Table 24: Utility Unrestricted Reserve Funds

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Beginning Fund Balance	\$3,402,400	\$4,877,600	\$5,752,100	\$5,097,600	\$5,510,400
Net Operating Surplus	1,475,200	874,500	1,521,500	412,800	457,000
Transfers for Capital	0	0	(2,176,000)	0	(3,002,000)
Ending Balance	\$4,877,600	\$5,752,100	\$5,097,600	\$5,510,400	\$2,965,400
<i>Target Minimum (210 Days O&M)</i>	<i>\$3,056,300</i>	<i>\$3,175,500</i>	<i>\$3,303,200</i>	<i>\$3,438,500</i>	<i>\$3,577,900</i>

As shown on the tables above, the reserve levels are reduced over the first three years of the forecast due to the phase in approach of the rates which requires the use of operating reserves which reduces the economic impact to the City's utility customers.

Table 25: Stormwater Unrestricted Reserve Funds

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Beginning Fund Balance	\$582,828	\$517,593	\$508,673	\$562,183	\$274,031
Net Operating Surplus	(65,235)	(8,921)	53,510	87,649	112,617
Transfers for Capital	0	0	0	(375,800)	0
Ending Balance	\$517,593	\$508,673	\$562,183	\$274,031	\$386,648
<i>Target Minimum (210 Days O&M)</i>	<i>\$108,419</i>	<i>\$109,159</i>	<i>\$109,899</i>	<i>\$110,663</i>	<i>\$111,477</i>

The table below shows the ending fund balances for the City's water, wastewater, and stormwater systems:

Table 26: Water, Wastewater, and Stormwater Ending Fund Balances

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Unrestricted Utility Reserves	\$4,877,600	\$5,752,100	\$5,097,600	\$5,510,400	\$2,965,400
R&R Account	494,800	337,000	477,600	124,000	160,000
Sewer Impact Fee Reserve	371,500	408,600	446,100	483,900	522,100
Unrestricted Stormwater Reserve	517,593	508,673	562,183	274,031	386,648
Stormwater R&R Account	62,124	141,124	220,124	254,524	209,824

Section 5. Rate Design

General

The Utility maintains a just and equitable rate structure and rates; however, certain modifications and adjustments have been identified based on results of a detailed billing frequency analysis and to better align with City objectives. The primary objectives being addressed by the recommended rate structure changes are water conservation and improved equity between similar customer types.

WATER BASE CHARGES

The City currently charges a base charge to two types of customer class including single family and multi-family/commercial that increase as the meter size increases to reflect the potential demand on the system. The 5/8-inch meter base charge is being reduced and the factors used to determine the charge for each meter size will be related to the American Water Works Association (AWWA) meter size flow factors from the M6 manual. Additionally, an adjustment is recommended to treat all single family connections the same regardless of meter size.

WASTEWATER BASE CHARGES

Similar to water, the wastewater base charges are currently designed to increase as the meter size used for service increases to reflect the potential demand on the system. To maintain equitability and have a uniform application, the AWWA factors applied to the larger water meters will be made consistent for the monthly wastewater base charges. Additionally, the single family base charges will be unified for each individual connection.

WATER VOLUMETRIC RATES

Water consumption is billed based on an inclining tiered rate structure designed to promote conservation. This is a typical water volumetric rate structure in the utility industry. However, based on the desire to encourage water conservation certain adjustments to this tiered structure are being recommended that will send pricing signals to customers at lower consumption amounts each month. First, the amount of gallons included in each tier are being reduced significantly. Second, the rates applied to all four tiers are being increased, with the higher use blocks increasing more than the lower usage blocks.

Rate Design Results

Based on the objectives identified above, and using the costs and number of customers presented in prior sections of this report the following tables present the proposed inside City water and wastewater rates for implementation in FY 2022 (beginning October 1, 2021).

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Table 27: Proposed Residential Water Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$27.65	\$22.50
1-inch	\$46.11	\$22.50
Usage Charges (per 1,000 gal)		
Block 1	\$4.53	\$5.04
Block 2	\$5.53	\$6.30
Block 3	\$6.91	\$7.56
Block 4	N/A	\$10.08
Consumption Blocks (1,000 gal)		
Block 1	0 – 15	0 - 3
Block 2	15 – 30	3 - 6
Block 3	Above 30	6 - 12
Block 4	N/A	Above 12

Table 28: Proposed Multi-Family & Commercial Water Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$26.25	\$22.50
1-inch	\$68.25	\$56.25
1.5-inch	\$155.32	\$112.50
2-inch	\$267.73	\$180.00
4-inch	\$1,076.15	\$562.50
6-inch	\$2,418.31	\$1,125.00
8-inch	\$4,299.17	\$1,800.00
Usage Charges (per 1,000 gal)		
All Usage	\$4.78	\$5.04

Table 29: Proposed Single Family Wastewater Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$12.24	\$12.25
1-inch	\$20.38	\$12.25
Usage Charges (per 1,000 gal)	\$8.45	\$8.59
Usage Cap	15,000	15,000

Table 30: Proposed Multi-Family & Commercial Wastewater Rates

Rate Component	FY 2021	Rate Design
Base Charge		
5/8-inch	\$11.61	\$12.25
1-inch	\$30.18	\$30.63
1.5-inch	\$67.26	\$61.25
2-inch	\$118.35	\$98.00
4-inch	\$475.66	\$306.25
6-inch	\$1,068.56	\$612.50
8-inch	\$1,899.64	\$980.00
Usage Charges (per 1,000 gal)		
All Usage	\$8.45	\$8.59

Rate Design Customer Bill Impacts

The tables and discussion below have been included for information purposes. Any change of rate structure has the potential for larger impacts to certain customers or customer classes.

Below is a table illustrating impacts at various usage levels for a majority of the Utility's customers, single family inside city using less than 20,000 gallons per month of combined water and sewer services. The cumulative percentage of single family water bills has been included to provide context for how these proposed rates will impact the customer base. For example, the City sends out 57.6% of monthly bills to single family customers for 4,000-gallons or less, meaning 57.6% of these customers will see a reduced bill from the rate structure change. Once single family customers start using high quantities of water in the 15,000 to 20,000 gallon range, which typically correspond with irrigation consumption, the monthly bills are increased by a higher percentage to encourage customers to use less water (conservation) and at the same time can reduce their bill.

Table 31: 5/8-inch Single Family Sample Bill Impacts (Water and Wastewater)

Usage	Existing Rates	Proposed Rates	Difference	Cumulative % Single Family Bills
0	\$39.89	\$34.75	(\$5.14)	6.1%
3,000	\$78.83	\$75.64	(\$3.19)	44.4%
4,000	\$91.81	\$90.53	(\$1.28)	57.6%
7,000	\$117.77	\$120.31	\$2.54	74.2%
15,000	\$234.59	\$273.22	\$38.63	94.0%
20,000	\$262.24	\$323.62	\$61.38	97.0%

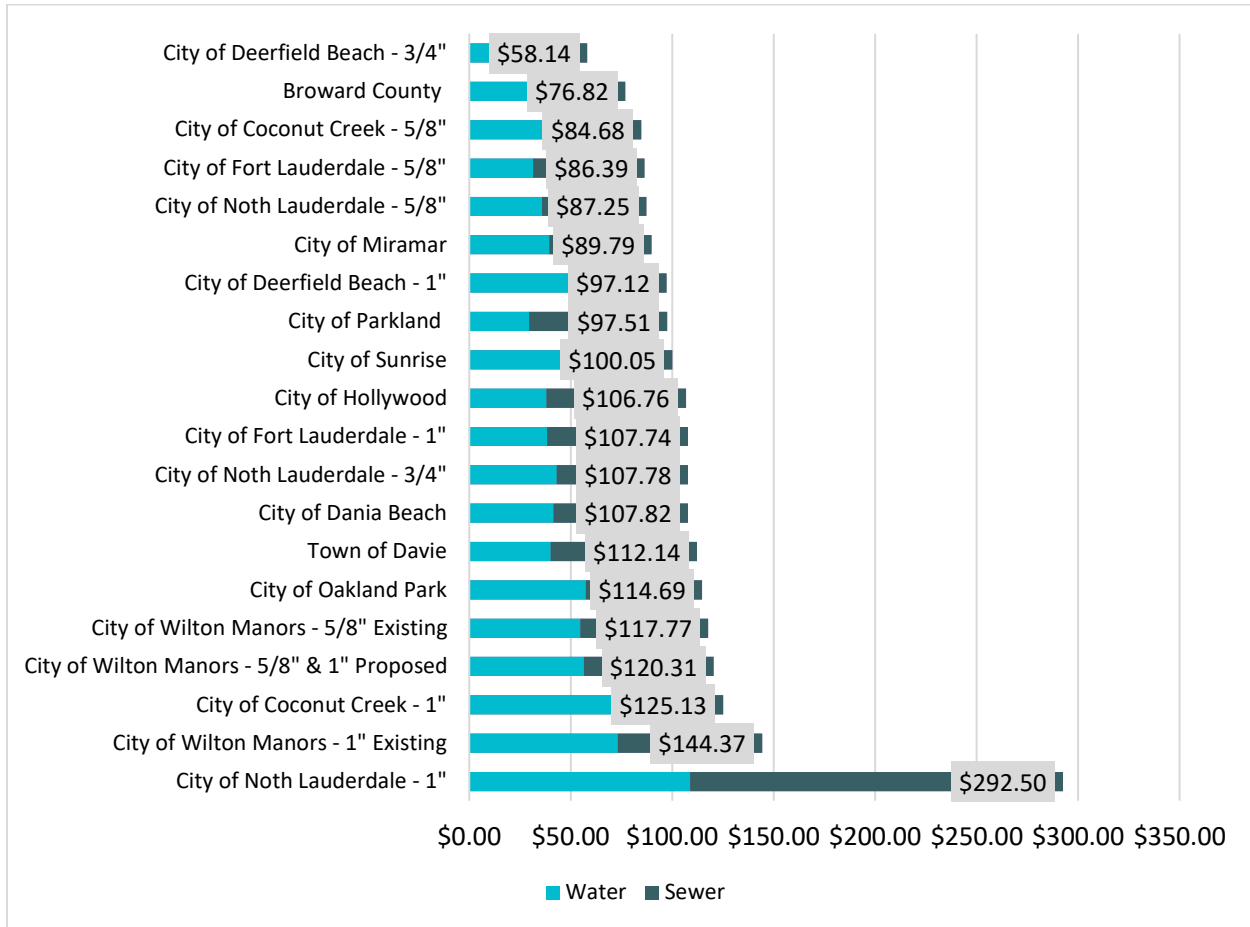
Comparison with Local Utilities

A common analysis reviewed by municipalities is how they're rates compare to those of other neighboring utilities. The following figure compares a water bill to other local communities at the typical City water customer usage level of 6,000 gallons per month. When making comparisons of rates between different utilities, several factors may have an effect on the rate levels being charged. These factors may include:

- Size of the system or overall economies with other utility services;
- Level of treatment and effluent disposal methods;
- Wholesale purchase terms and conditions and capacity utilization;
- Plant age, capacity utilization, grant and other outside funding;
- General fund and administrative fee transfers to municipal and County governments;
- Bond covenants and funding requirements of the rates; and
- Specific rate structure attributes for each customer class and usage level.

As shown on the figure below the City's rates are on the higher end of the comparison with other neighboring utilities throughout Broward County used for this comparison. The bills shown are for FY 2021 rate levels for other communities, which will likely increase rates in future years to meet increasing operating, capital, and regulatory costs.

Figure 2: Local Comparison: Single Family 6,000 Gallons



Section 5. Findings, Conclusions, and Recommendations

Findings

The Utility has recently update the master plan that includes a CIP to meet the service requirements of the renewing, updating, and expanding the water, wastewater, and stormwater facilities. Funding of the CIP will require use of future borrowings to minimize the use of existing utility reserves and to allocate the benefit of the improvements based on the service lives of the improvements to existing and future customers. The existing rate structures provide just and equitable mechanisms to recovery costs based on customer characteristics and usage. However, through discussions with City staff, it has been determined that several changes are warranted to promote conservation and increase the equity between customers and customer classes. The projected operating costs reflect reasonable amounts for providing the labor, materials, debt service, R&R, wholesale purchases, transfers and other requirements for continued excellent service to the community. Revenue sufficiency projections indicated that the existing rates cannot provide sufficient revenues to meet future operating and CIP requirements.

Conclusions

Based on the findings the Utility needs: 1) to adjust all user rates, fees and charges to meet the revenue requirements and maintain sufficient fund balances; 2) to modify the rate structure to promote conservation and increased customer equity; and 3) begin planning for future borrowings with the financing team to ensure a fully funded CIP.

Recommendations

Based on the information, analysis, discussions, findings and conclusions included in this Study, it is recommended that:

1. The City adopt the following across-the-board rate adjustments for water and wastewater effective the first full billing period after October 1, 2021 (Fiscal Year 2022) and each fiscal year through 2024. These rate adjustments are designed to be applied uniformly to each service area and each rate component in addition to any annual CPI Adjustments or wholesale pass through adjustments.

Fiscal Year	Water	Wastewater
FY 2022 [1]	5.00%	5.00%
FY 2023	2.00%	3.00%
FY 2024	2.00%	3.00%
FY 2025*	2.00%	3.00%
FY 2026*	2.00%	3.00%

[1] Adjustments already adopted by the City.

* Additional rate adjustments for water and wastewater are anticipated beyond FY 2024, but the recommendation is to update the financial forecast prior to implementation of adjustments for FY 2025 and FY 2026 due to the level of capital projects and debt funding identified that may change as the plans evolve.

2. The City should implement the rate structure adjustments identified on Tables 27, 28, 29, and 30 that unify the single family base charges, adjust the multi-family/commercial base charges to reflect industry standard, and establish the new block rates and gallonage ranges to promote conservation.
3. The City adopted the following stormwater rates effective the first full billing period after October 1, 2021 (Fiscal Year 2022) and each fiscal year through 2024, which reflect a significant increase in rate level from the existing monthly rate of \$6.15.

Fiscal Year	Stormwater Monthly Rate [1]	Percent Adjustment
FY 2022 [2]	\$6.45	5.0%
FY 2023	\$7.09	10.0%
FY 2024	\$7.79	10.0%
FY 2025*	\$8.17	5.0%
FY 2026*	\$8.45	3.5%

[1] Rate shown applies to the Single family accounts and per ERU for non-residential accounts. Multi-family single story and multi-family multi-story accounts have factors of 70% and 50% per unit, respectively that apply to the rates shown above.

[2] Adjustment already adopted by the City.

4. The City comply with Chapter 180.136 FS regarding customer notification of any public meeting where rate adjustments will be discussed.

180.136 Water or sewer utilities; notice.—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility’s billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

5. Periodic reviews should be conducted of financial conditions to ensure that the recommended rate adjustments are materially meeting the primary objectives of revenue sufficiency, equitable cost recovery, creditworthiness and accumulating reserves for expansion CIP. It is recommended that in two to three years, the City update the financial forecast to validate the rate adjustments needed in future years.

Exhibit 1:

Water Budget Projections

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 1: Water Budget Projections**

Code	Description	Escalation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Dept 5330 - WATER U/B PERSONNEL								
PERSONNEL WAGES								
401-5330-5121.000	Salaries - Full Time	Labor	\$67,000	\$69,300	\$71,700	\$74,200	\$76,800	\$79,500
401-5330-5122.000	Curr Lia-Compensated Abs	Labor	0	0	0	0	0	0
401-5330-5141.000	Overtime	Labor	800	800	800	800	800	800
PERSONNEL WAGES			\$67,800	\$70,100	\$72,500	\$75,000	\$77,600	\$80,300
PERSONNEL BENEFITS								
401-5330-5211.000	FICA	Labor	\$5,000	\$5,200	\$5,400	\$5,600	\$5,800	\$6,000
401-5330-5221.000	Pension - WM	Labor	9,200	9,500	9,800	10,100	10,500	10,900
401-5330-5222.000	Pension - FRS	Labor	3,400	3,500	3,600	3,700	3,800	3,900
401-5330-5231.000	Life & Health Insurance	Insurance	16,100	16,900	17,700	18,600	19,500	20,500
PERSONNEL BENEFITS			\$33,700	\$35,100	\$36,500	\$38,000	\$39,600	\$41,300
O&M Expenses			\$101,500	\$105,200	\$109,000	\$113,000	\$117,200	\$121,600
Total Dept 5330 - WATER U/B PERSONNEL			\$101,500	\$105,200	\$109,000	\$113,000	\$117,200	\$121,600
Dept 5331 - SEWER U/B PERSONNEL								
PERSONNEL WAGES								
401-5331-5121.000	Salaries - Full Time	Labor	\$0	\$0	\$0	\$0	\$0	\$0
401-5331-5122.000	Curr Lia-Compensated Abs	Labor	0	0	0	0	0	0
401-5331-5141.000	Overtime	Labor	0	0	0	0	0	0
PERSONNEL WAGES			\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL BENEFITS								
401-5331-5211.000	FICA	Labor	0	\$0	\$0	\$0	\$0	\$0
401-5331-5221.000	Pension - WM	Labor	0	0	0	0	0	0
401-5331-5222.000	Pension - FRS	Labor	0	0	0	0	0	0
401-5331-5231.000	Life & Health Insurance	Insurance	0	0	0	0	0	0
PERSONNEL BENEFITS			\$0	\$0	\$0	\$0	\$0	\$0
O&M Expenses			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5331 - SEWER U/B PERSONNEL			\$0	\$0	\$0	\$0	\$0	\$0
Dept 5332 - SEWER OPERATIONS								
PERSONNEL WAGES								
401-5332-5121.000	Salaries - Full Time	Labor	\$0	\$0	\$0	\$0	\$0	\$0
401-5332-5122.000	Curr Lia-Compensated Abs	Labor	0	0	0	0	0	0
401-5332-5141.000	Overtime	Labor	0	0	0	0	0	0
401-5332-5154.000	Duty Pay	Labor	0	0	0	0	0	0
401-5332-5232.000	Insurance Opt-Out	Insurance	0	0	0	0	0	0
PERSONNEL WAGES			\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL BENEFITS								
401-5332-5151.000	Cellular Phone Stipend	Labor	\$0	\$0	\$0	\$0	\$0	\$0
401-5332-5211.000	FICA	Labor	0	0	0	0	0	0
401-5332-5221.000	Pension - WM	Labor	0	0	0	0	0	0
401-5332-5222.000	Pension - FRS	Labor	0	0	0	0	0	0
401-5332-5231.000	Life & Health Insurance	Insurance	0	0	0	0	0	0
PERSONNEL BENEFITS			\$0	\$0	\$0	\$0	\$0	\$0
OPERATING EXPENDITURES								
401-5332-5311.000	Professional Services	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5332-5312.000	LEGAL SERVICES - CITY ATTORNEY	Inflation	0	0	0	0	0	0
401-5332-5321.000	Audit & Accounting	Inflation	0	0	0	0	0	0
401-5332-5341.000	Contractual Services	Inflation	0	0	0	0	0	0
401-5332-5342.000	Contractual - Waste Water	Inflation	0	0	0	0	0	0
401-5332-5401.000	Meetings & Conferences	Inflation	0	0	0	0	0	0
401-5332-5411.000	Telephone	Inflation	0	0	0	0	0	0
401-5332-5412.000	Postage	Inflation	0	0	0	0	0	0
401-5332-5431.000	Utilities	Inflation	0	0	0	0	0	0
401-5332-5451.000	Insurance	Inflation	0	0	0	0	0	0
401-5332-5462.000	Equipment Maint-Repair	Inflation	0	0	0	0	0	0
401-5332-5463.000	Vehicle Maint-Repair	Inflation	0	0	0	0	0	0
401-5332-5464.000	VEHICLE OPERATION-FUEL	Inflation	0	0	0	0	0	0
401-5332-5466.000	Building Maintenance	Inflation	0	0	0	0	0	0
401-5332-5469.000	System Maintenance	Inflation	0	0	0	0	0	0

City of Wilton Manors
2021 Utility Rate Study
Exhibit 1: Water Budget Projections

Code	Description	Escalation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
401-5332-5471.000	Printing & Binding	Inflation	0	0	0	0	0	0
401-5332-5491.000	City Hall Indirect Chgs	Inflation	0	0	0	0	0	0
401-5332-5511.000	Office Supplies	Inflation	0	0	0	0	0	0
401-5332-5521.000	Operating Supplies	Inflation	0	0	0	0	0	0
401-5332-5524.000	Uniforms & Clothing	Inflation	0	0	0	0	0	0
401-5332-5541.000	Subs, Memberships, Dues	Inflation	0	0	0	0	0	0
401-5332-5542.000	Training/Education	Inflation	0	0	0	0	0	0
401-5332-5544.000	Tuition Reimbursement	Inflation	0	0	0	0	0	0
401-5332-5951.000	Contingencies	Inflation	0	0	0	0	0	0
OPERATING EXPENDITURES			\$0	\$0	\$0	\$0	\$0	\$0
O&M Expenses			\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL								
401-5332-5690.000	Contribution to Capital Replacement Plan	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5332-5954.000	Conting-Cap/Equipment	Inflation	0	0	0	0	0	0
401-5332-5955.000	Current Year Capital Expenditure	Inflation	0	0	0	0	0	0
CAPITAL			\$0	\$0	\$0	\$0	\$0	\$0
DEBT SERVICE								
401-5332-5701.000	Debt Service	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
DEBT SERVICE			\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION								
401-5332-5994.000	Dep Exp-Furn & Equipment	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5332-5995.000	Depr Exp - Sewer	Inflation	0	0	0	0	0	0
401-5332-5997.000	Dep Exp - Sys Imp Proj	Inflation	0	0	0	0	0	0
401-5332-5998.000	Dep Exp - Buildings	Inflation	0	0	0	0	0	0
DEPRECIATION			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5332 - SEWER OPERATIONS			\$0	\$0	\$0	\$0	\$0	\$0
Dept 5333 - WATER OPERATIONS								
PERSONNEL WAGES								
401-5333-5121.000	Salaries - Full Time	Inflation	\$110,700	\$112,800	\$115,200	\$117,800	\$120,500	\$123,300
401-5333-5122.000	Curr Lia-Compensated Abs	Inflation	0	0	0	0	0	0
401-5333-5141.000	Overtime	Inflation	4,100	4,200	4,300	4,400	4,500	4,600
401-5333-5154.000	Duty Pay	Inflation	2,600	2,600	2,700	2,800	2,900	3,000
401-5333-5232.000	Insurance Opt-Out	Inflation	0	0	0	0	0	0
PERSONNEL WAGES			\$117,400	\$119,600	\$122,200	\$125,000	\$127,900	\$130,900
PERSONNEL BENEFITS								
401-5333-5151.000	Cellular Phone Stipend	Inflation	\$800	\$800	\$800	\$800	\$800	\$800
401-5333-5211.000	FICA	Inflation	8,200	8,400	8,600	8,800	9,000	9,200
401-5333-5221.000	Pension - WM	Inflation	15,100	15,400	15,700	16,100	16,500	16,900
401-5333-5222.000	Pension - FRS	Inflation	16,500	16,800	17,200	17,600	18,000	18,400
401-5333-5231.000	Life & Health Insurance	Inflation	18,700	19,100	19,500	19,900	20,400	20,900
PERSONNEL BENEFITS			\$59,300	\$60,500	\$61,800	\$63,200	\$64,700	\$66,200
OPERATING EXPENDITURES								
401-5333-5311.000	Professional Services	Inflation	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
401-5333-5312.000	Legal Services - City Attorney	Inflation	5,000	5,100	5,200	5,300	5,400	5,500
401-5333-5321.000	Audit & Accounting	Inflation	10,400	10,600	10,800	11,000	11,300	11,600
401-5333-5341.000	Contractual Services	Inflation	25,600	26,100	26,600	27,200	27,800	28,400
401-5333-5401.000	Meetings & Conferences	Inflation	900	900	900	900	900	900
401-5333-5411.000	Telephone	Inflation	1,700	1,700	1,700	1,700	1,700	1,700
401-5333-5412.000	Postage	Inflation	11,500	11,700	11,900	12,200	12,500	12,800
401-5333-5432.000	Water Purchases	Calculated	1,927,900	2,030,500	2,139,000	2,253,500	2,374,100	2,500,700
401-5333-5451.000	Water Purchases - (Capital Pass-Through)	Inflation	150,000	152,900	156,100	159,700	163,400	167,200
401-5333-5451.000	Insurance	Inflation	18,400	18,700	19,100	19,500	19,900	20,400
401-5333-5462.000	Equipment Maint-Repair	Inflation	7,000	7,100	7,200	7,400	7,600	7,800
401-5333-5463.000	Vehicle Maint-Repair	Inflation	5,300	5,400	5,500	5,600	5,700	5,800
401-5333-5464.000	Vehicle Operation - Fuel	Inflation	2,600	2,600	2,700	2,800	2,900	3,000
401-5333-5466.000	Building Maintenance	Inflation	5,200	5,300	5,400	5,500	5,600	5,700
401-5333-5469.000	System Maintenance	Inflation	70,700	72,000	73,500	75,200	76,900	78,700
401-5333-5471.000	Printing & Binding	Inflation	1,200	1,200	1,200	1,200	1,200	1,200
401-5333-5491.000	City Hall Indirect Chgs	Constant	328,500	328,500	328,500	328,500	328,500	328,500
401-5333-5496.000	Year End Inventory Adjmt	Inflation	0	0	0	0	0	0
401-5333-5511.000	Office Supplies	Inflation	3,500	3,600	3,700	3,800	3,900	4,000

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 1: Water Budget Projections**

Code	Description	Escalation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
401-5333-5521.000	Operating Supplies	Inflation	5,900	6,000	6,100	6,200	6,300	6,400
401-5333-5524.000	Uniforms & Clothing	Inflation	1,800	1,800	1,800	1,800	1,800	1,800
401-5333-5541.000	Subs, Memberships, Dues	Inflation	1,800	1,800	1,800	1,800	1,800	1,800
401-5333-5542.000	Training/Education	Inflation	4,700	4,800	4,900	5,000	5,100	5,200
401-5333-5544.000	Tuition Reimbursement	Inflation	0	0	0	0	0	0
401-5333-5991.000	Contingency - Fund Balance	Inflation	0	0	0	0	0	0
OPERATING EXPENDITURES			\$2,591,100	\$2,699,800	\$2,815,100	\$2,937,300	\$3,065,800	\$3,200,600
O&M Expenses			\$2,767,800	\$2,879,900	\$2,999,100	\$3,125,500	\$3,258,400	\$3,397,700
CAPITAL								
401-5333-5690.000	Contribution to Capital Replacement Plan	Inflation	\$70,000	\$71,300	\$72,800	\$74,500	\$76,200	\$78,000
401-5333-5954.000	Conting-Cap/Equipment	Inflation	0	0	0	0	0	0
401-5333-5955.000	Current Year Capital Expenditure	Inflation	0	0	0	0	0	0
CAPITAL			\$70,000	\$71,300	\$72,800	\$74,500	\$76,200	\$78,000
DEPRECIATION								
401-5333-5992.000	Depreciation Expense	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5333-5993.000	Dep Exp -System & Improvements	Inflation	0	0	0	0	0	0
401-5333-5994.000	Dep Exp - Fire Hydrants	Inflation	0	0	0	0	0	0
401-5333-5995.000	Dep Exp - Autos & Trucks	Inflation	0	0	0	0	0	0
401-5333-5996.000	Dep Exp - Furn & Equipment	Inflation	0	0	0	0	0	0
401-5333-5997.000	Dep Exp - Sys Imp Proj	Inflation	0	0	0	0	0	0
401-5333-5998.000	Dep Exp - Buildings	Inflation	0	0	0	0	0	0
DEPRECIATION			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5333 - WATER OPERATIONS			\$2,837,800	\$2,951,200	\$3,071,900	\$3,200,000	\$3,334,600	\$3,475,700
Dept 5881 - INTERFUND TRANSFERS								
TRANSFERS OUT								
401-5881-5911.000	Operating Transfers Out	Calculated	\$509,600	\$375,100	\$265,300	\$155,500	\$45,700	\$45,700
TRANSFERS OUT			\$509,600	\$375,100	\$265,300	\$155,500	\$45,700	\$45,700
Total Dept 5881 - INTERFUND TRANSFERS			\$509,600	\$375,100	\$265,300	\$155,500	\$45,700	\$45,700
Total O&M			\$2,869,300	\$2,985,100	\$3,108,100	\$3,238,500	\$3,375,600	\$3,519,300
Total Capital			70,000	71,300	72,800	74,500	76,200	78,000
Total Depreciation			0	0	0	0	0	0
Total Debt			0	0	0	0	0	0
Interfund Transfers			509,600	375,100	265,300	155,500	45,700	45,700
TOTAL EXPENDITURES			\$3,448,900	\$3,431,500	\$3,446,200	\$3,468,500	\$3,497,500	\$3,643,000

Exhibit 2:

Wastewater Budget Projections

City of Wilton Manors
2021 Utility Rate Study
Exhibit 2: Wastewater Budget Projections

Code	Description	Escalation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Dept 5330 - WATER U/B PERSONNEL								
PERSONNEL WAGES								
401-5330-5121.000	Salaries - Full Time	Labor	\$0	\$0	\$0	\$0	\$0	\$0
401-5330-5122.000	Curr Lia-Compensated Abs	Labor	0	0	0	0	0	0
401-5330-5141.000	Overtime	Labor	0	0	0	0	0	0
PERSONNEL WAGES			\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL BENEFITS								
401-5330-5211.000	FICA	Labor	\$0	\$0	\$0	\$0	\$0	\$0
401-5330-5221.000	Pension - WM	Labor	0	0	0	0	0	0
401-5330-5222.000	Pension - FRS	Labor	0	0	0	0	0	0
401-5330-5231.000	Life & Health Insurance	Insurance	0	0	0	0	0	0
PERSONNEL BENEFITS			\$0	\$0	\$0	\$0	\$0	\$0
O&M Expenses			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5330 - WATER U/B PERSONNEL			\$0	\$0	\$0	\$0	\$0	\$0
Dept 5331 - SEWER U/B PERSONNEL								
PERSONNEL WAGES								
401-5331-5121.000	Salaries - Full Time	Labor	\$67,000	\$69,300	\$71,700	\$74,200	\$76,800	\$79,500
401-5331-5122.000	Curr Lia-Compensated Abs	Labor	0	0	0	0	0	0
401-5331-5141.000	Overtime	Labor	800	800	800	800	800	800
PERSONNEL WAGES			\$67,800	\$70,100	\$72,500	\$75,000	\$77,600	\$80,300
PERSONNEL BENEFITS								
401-5331-5211.000	FICA	Labor	\$5,000	\$5,200	\$5,400	\$5,600	\$5,800	\$6,000
401-5331-5221.000	Pension - WM	Labor	26,900	27,800	28,800	29,800	30,800	31,900
401-5331-5222.000	Pension - FRS	Labor	3,400	3,500	3,600	3,700	3,800	3,900
401-5331-5231.000	Life & Health Insurance	Insurance	16,100	16,900	17,700	18,600	19,500	20,500
PERSONNEL BENEFITS			\$51,400	\$53,400	\$55,500	\$57,700	\$59,900	\$62,300
O&M Expenses			\$119,200	\$123,500	\$128,000	\$132,700	\$137,500	\$142,600
Total Dept 5331 - SEWER U/B PERSONNEL			\$119,200	\$123,500	\$128,000	\$132,700	\$137,500	\$142,600
Dept 5332 - SEWER OPERATIONS								
PERSONNEL WAGES								
401-5332-5121.000	Salaries - Full Time	Labor	\$197,700	\$204,600	\$211,800	\$219,200	\$226,900	\$234,800
401-5332-5122.000	Curr Lia-Compensated Abs	Labor	0	0	0	0	0	0
401-5332-5141.000	Overtime	Labor	12,300	12,700	13,100	13,600	14,100	14,600
401-5332-5154.000	Duty Pay	Labor	7,800	8,100	8,400	8,700	9,000	9,300
401-5332-5232.000	Insurance Opt-Out	Insurance	0	0	0	0	0	0
PERSONNEL WAGES			\$217,800	\$225,400	\$233,300	\$241,500	\$250,000	\$258,700
PERSONNEL BENEFITS								
401-5332-5151.000	Cellular Phone Stipend	Labor	\$1,600	\$1,700	\$1,800	\$1,900	\$2,000	\$2,100
401-5332-5211.000	FICA	Labor	14,700	15,200	15,700	16,200	16,800	17,400
401-5332-5221.000	Pension - WM	Labor	9,200	9,500	9,800	10,100	10,500	10,900
401-5332-5222.000	Pension - FRS	Labor	22,900	23,700	24,500	25,400	26,300	27,200
401-5332-5231.000	Life & Health Insurance	Insurance	41,700	43,800	46,000	48,300	50,700	53,200
PERSONNEL BENEFITS			\$90,100	\$93,900	\$97,800	\$101,900	\$106,300	\$110,800
OPERATING EXPENDITURES								
401-5332-5311.000	Professional Services	Inflation	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
401-5332-5312.000	Legal Services - City Attorney	Inflation	5,000	5,100	5,200	5,300	5,400	5,500
401-5332-5321.000	Audit & Accounting	Inflation	10,400	10,600	10,800	11,000	11,300	11,600
401-5332-5341.000	Contractual Services	Inflation	4,700	4,800	4,900	5,000	5,100	5,200
401-5332-5342.000	Contractual - Waste Water	Calculated	1,883,300	1,883,300	1,979,900	2,084,700	2,197,600	2,311,100
	Contractual - Waste Water (Capital Pass-Throu	Calculated	303,800	303,800	303,800	303,800	303,800	303,800
401-5332-5401.000	Meetings & Conferences	Inflation	0	0	0	0	0	0
401-5332-5411.000	Telephone	Inflation	2,200	2,200	2,200	2,300	2,400	2,500
401-5332-5412.000	Postage	Inflation	13,400	13,700	14,000	14,300	14,600	14,900
401-5332-5431.000	Utilities	Inflation	71,300	72,700	74,200	75,900	77,600	79,400
401-5332-5451.000	Insurance	Insurance	23,100	24,300	25,500	26,800	28,100	29,500
401-5332-5462.000	Equipment Maint-Repair	Inflation	12,300	12,500	12,800	13,100	13,400	13,700
401-5332-5463.000	Vehicle Maint-Repair	Inflation	3,400	3,500	3,600	3,700	3,800	3,900
401-5332-5464.000	Vehicle Operation - Fuel	Inflation	6,800	6,900	7,000	7,200	7,400	7,600
401-5332-5466.000	Building Maintenance	Inflation	7,500	7,600	7,800	8,000	8,200	8,400

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 2: Wastewater Budget Projections**

Code	Description	Escalation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
401-5332-5469.000	System Maintenance	Inflation	233,500	70,000	71,500	73,100	74,800	76,500
401-5332-5471.000	Printing & Binding	Inflation	0	0	0	0	0	0
401-5332-5491.000	City Hall Indirect Chgs	Constant	328,500	328,500	328,500	328,500	328,500	328,500
401-5332-5511.000	Office Supplies	Inflation	3,000	3,100	3,200	3,300	3,400	3,500
401-5332-5521.000	Operating Supplies	Inflation	6,500	6,600	6,700	6,900	7,100	7,300
401-5332-5524.000	Uniforms & Clothing	Inflation	1,800	1,800	1,800	1,800	1,800	1,800
401-5332-5541.000	Subs, Memberships, Dues	Inflation	1,300	1,300	1,300	1,300	1,300	1,300
401-5332-5542.000	Training/Education	Inflation	6,200	6,300	6,400	6,500	6,600	6,800
401-5332-5544.000	Tuition Reimbursement	Inflation	0	0	0	0	0	0
401-5332-5951.000	Contingencies	Inflation	0	0	0	0	0	0
OPERATING EXPENDITURES			\$2,929,000	\$2,769,600	\$2,872,100	\$2,983,500	\$3,103,200	\$3,223,800
O&M Expenses			\$3,236,900	\$3,088,900	\$3,203,200	\$3,326,900	\$3,459,500	\$3,593,300
CAPITAL								
401-5332-5690.000	Contribution to Capital Replacement Plan	Inflation	\$70,000	\$71,300	\$72,800	\$74,500	\$76,200	\$78,000
401-5332-5954.000	Conting-Cap/Equipment	Inflation	0	0	0	0	0	0
401-5332-5955.000	Current Year Capital Expenditure	Inflation	0	0	0	0	0	0
CAPITAL			\$70,000	\$71,300	\$72,800	\$74,500	\$76,200	\$78,000
DEBT SERVICE								
401-5332-5701.000	Debt Service	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
DEBT SERVICE			\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION								
401-5332-5994.000	Dep Exp-Furn & Equipment	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5332-5995.000	Depr Exp - Sewer	Inflation	0	0	0	0	0	0
401-5332-5997.000	Dep Exp - Sys Imp Proj	Inflation	0	0	0	0	0	0
401-5332-5998.000	Dep Exp - Buildings	Inflation	0	0	0	0	0	0
DEPRECIATION			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5332 - SEWER OPERATIONS			\$3,306,900	\$3,160,200	\$3,276,000	\$3,401,400	\$3,535,700	\$3,671,300
Dept 5333 - WATER OPERATIONS								
PERSONNEL WAGES								
401-5333-5121.000	Salaries - Full Time	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5333-5122.000	Curr Lia-Compensated Abs	Inflation	0	0	0	0	0	0
401-5333-5141.000	Overtime	Inflation	0	0	0	0	0	0
401-5333-5154.000	Duty Pay	Inflation	0	0	0	0	0	0
401-5333-5232.000	Insurance Opt-Out	Inflation	0	0	0	0	0	0
PERSONNEL WAGES			\$0	\$0	\$0	\$0	\$0	\$0
PERSONNEL BENEFITS								
401-5333-5151.000	Cellular Phone Stipend	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5333-5211.000	FICA	Inflation	0	0	0	0	0	0
401-5333-5221.000	Pension - WM	Inflation	0	0	0	0	0	0
401-5333-5222.000	Pension - FRS	Inflation	0	0	0	0	0	0
401-5333-5231.000	Life & Health Insurance	Inflation	0	0	0	0	0	0
PERSONNEL BENEFITS			\$0	\$0	\$0	\$0	\$0	\$0
OPERATING EXPENDITURES								
401-5333-5311.000	Professional Services	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5333-5312.000	LEGAL SERVICES - CITY ATTORNEY	Inflation	0	0	0	0	0	0
401-5333-5321.000	Audit & Accounting	Inflation	0	0	0	0	0	0
401-5333-5341.000	Contractual Services	Inflation	0	0	0	0	0	0
401-5333-5401.000	Meetings & Conferences	Inflation	0	0	0	0	0	0
401-5333-5411.000	Telephone	Inflation	0	0	0	0	0	0
401-5333-5412.000	Postage	Inflation	0	0	0	0	0	0
401-5333-5432.000	Water Purchases	Inflation	0	0	0	0	0	0
401-5333-5451.000	Insurance	Inflation	0	0	0	0	0	0
401-5333-5462.000	Equipment Maint-Repair	Inflation	0	0	0	0	0	0
401-5333-5463.000	Vehicle Maint-Repair	Inflation	0	0	0	0	0	0
401-5333-5464.000	VEHICLE OPERATIION-FUEL	Inflation	0	0	0	0	0	0
401-5333-5466.000	Building Maintenance	Inflation	0	0	0	0	0	0
401-5333-5469.000	System Maintenance	Inflation	0	0	0	0	0	0
401-5333-5471.000	Printing & Binding	Inflation	0	0	0	0	0	0
401-5333-5491.000	City Hall Indirect Chgs	Inflation	0	0	0	0	0	0
401-5333-5496.000	Year End Inventory Adjmt	Inflation	0	0	0	0	0	0
401-5333-5511.000	Office Supplies	Inflation	0	0	0	0	0	0

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 2: Wastewater Budget Projections**

Code	Description	Escalation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
401-5333-5521.000	Operating Supplies	Inflation	0	0	0	0	0	0
401-5333-5524.000	Uniforms & Clothing	Inflation	0	0	0	0	0	0
401-5333-5541.000	Subs, Memberships, Dues	Inflation	0	0	0	0	0	0
401-5333-5542.000	Training/Education	Inflation	0	0	0	0	0	0
401-5333-5544.000	Tuition Reimbursement	Inflation	0	0	0	0	0	0
401-5333-5991.000	Contingency - Fund Balance	Inflation	0	0	0	0	0	0
OPERATING EXPENDITURES			\$0	\$0	\$0	\$0	\$0	\$0
O&M Expenses			\$0	\$0	\$0	\$0	\$0	\$0
CAPITAL								
401-5333-5690.000	Contribution to Capital Replacement Plan	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5333-5954.000	Conting-Cap/Equipment	Inflation	0	0	0	0	0	0
401-5333-5955.000	Current Year Capital Expenditure	Inflation	0	0	0	0	0	0
CAPITAL			\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION								
401-5333-5992.000	Depreciation Expense	Inflation	\$0	\$0	\$0	\$0	\$0	\$0
401-5333-5993.000	Dep Exp -System & Improvements	Inflation	0	0	0	0	0	0
401-5333-5994.000	Dep Exp - Fire Hydrants	Inflation	0	0	0	0	0	0
401-5333-5995.000	Dep Exp - Autos & Trucks	Inflation	0	0	0	0	0	0
401-5333-5996.000	Dep Exp - Furn & Equipment	Inflation	0	0	0	0	0	0
401-5333-5997.000	Dep Exp - Sys Imp Proj	Inflation	0	0	0	0	0	0
401-5333-5998.000	Dep Exp - Buildings	Inflation	0	0	0	0	0	0
DEPRECIATION			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5333 - WATER OPERATIONS			\$0	\$0	\$0	\$0	\$0	\$0
Dept 5881 - INTERFUND TRANSFERS								
TRANSFERS OUT								
401-5881-5911.000	Operating Transfers Out	Calculated	\$509,600	\$375,100	\$265,300	\$155,500	\$45,700	\$45,700
TRANSFERS OUT			\$509,600	\$375,100	\$265,300	\$155,500	\$45,700	\$45,700
Total Dept 5881 - INTERFUND TRANSFERS			\$509,600	\$375,100	\$265,300	\$155,500	\$45,700	\$45,700
Total O&M			\$3,356,100	\$3,212,400	\$3,331,200	\$3,459,600	\$3,597,000	\$3,735,900
Total Capital			70,000	71,300	72,800	74,500	76,200	78,000
Total Depreciation			0	0	0	0	0	0
Total Debt			0	0	0	0	0	0
Interfund Transfers			509,600	375,100	265,300	155,500	45,700	45,700
TOTAL EXPENDITURES			\$3,935,700	\$3,658,800	\$3,669,300	\$3,689,600	\$3,718,900	\$3,859,600

Exhibit 3:

Stormwater Budget Projections

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 3: Stormwater Budget Projections**

Code	Description	Escalation Reference	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Dept 5336 - DRAINAGE OPERATIONS								
PERSONNEL WAGES								
450-5336-5121.000	SALARIES - FULL TIME	Inflation	\$72,551	\$74,100	\$75,800	\$77,500	\$79,300	\$81,200
450-5336-5122.000	Curr Lia-Compensated Abs	Inflation	0	0	0	0	0	0
450-5336-5141.000	Overtime	Inflation	6,667	6,800	7,000	7,200	7,400	7,600
450-5336-5154.000	DUTY PAY	Inflation	2,600	2,700	2,800	2,900	3,000	3,100
PERSONNEL WAGES			\$81,818	\$83,600	\$85,600	\$87,600	\$89,700	\$91,900
PERSONNEL BENEFITS								
450-5336-5151.000	Cell Phone Stipend	Inflation	\$720	\$700	\$700	\$700	\$700	\$700
450-5336-5211.000	FICA	Inflation	5,390	5,500	5,600	5,700	5,800	5,900
450-5336-5221.000	Pension - WM	Inflation	9,890	10,100	10,300	10,500	10,700	11,000
450-5336-5222.000	Pension - FRS	Inflation	8,182	8,400	8,600	8,800	9,000	9,200
450-5336-5231.000	Life & Health Insurance	Inflation	20,176	20,600	21,100	21,600	22,100	22,600
PERSONNEL BENEFITS			\$44,358	\$45,300	\$46,300	\$47,300	\$48,300	\$49,400
OPERATING EXPENDITURES								
450-5336-5311.000	Professional Services	Constant	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
450-5336-5341.000	Contractual Services	Constant	35,220	35,200	35,200	35,200	35,200	35,200
450-5336-5411.000	Telephone	Constant	240	200	200	200	200	200
450-5336-5412.000	Postage	Constant	100	100	100	100	100	100
450-5336-5451.000	Insurance	Constant	3,501	3,500	3,500	3,500	3,500	3,500
450-5336-5462.000	Equipment Maint-Repair	Constant	9,700	9,700	9,700	9,700	9,700	9,700
450-5336-5463.000	Vehicle Maint-Repair	Constant	2,900	2,900	2,900	2,900	2,900	2,900
450-5336-5464.000	VEHICLE OPERATION-FUEL	Constant	3,959	4,000	4,000	4,000	4,000	4,000
450-5336-5469.000	SYSTEM MAINTENANCE	Constant	171,000	70,000	70,000	70,000	70,000	70,000
450-5336-5491.000	City Hall Indirect Chgs	Constant	168,294	168,300	168,300	168,300	168,300	168,300
450-5336-5521.000	Operating Supplies	Constant	4,500	4,500	4,500	4,500	4,500	4,500
450-5336-5524.000	Uniforms & Clothing	Constant	1,690	1,700	1,700	1,700	1,700	1,700
450-5336-5541.000	Subs, Memberships, Dues	Constant	1,000	1,000	1,000	1,000	1,000	1,000
450-5336-5542.000	Training/Education	Constant	4,750	4,800	4,800	4,800	4,800	4,800
450-5336-5951.000	Contingencies	Constant	3,661	3,700	3,700	3,700	3,700	3,700
OPERATING EXPENDITURES			\$411,715	\$310,800	\$310,800	\$310,800	\$310,800	\$310,800
O&M Expenses			\$537,891	\$439,700	\$442,700	\$445,700	\$448,800	\$452,100
CAPITAL								
450-5336-5690.000	CONTRIBUTION TO CAPITAL REPLACEMENT PLAN	Constant	\$79,000	\$79,000	\$79,000	\$79,000	\$79,000	\$79,000
450-5336-5955.000	CURRENT YEAR CAPITAL EXPENDITURE	Constant	0	0	0	0	0	0
CAPITAL			\$79,000	\$79,000	\$79,000	\$79,000	\$79,000	\$79,000
DEPRECIATION								
450-5336-5993.000	Dep Exp -System & Improvements	Constant	\$0	\$0	\$0	\$0	\$0	\$0
450-5336-5994.000	Dep Exp - Furn & Equipment	Constant	0	0	0	0	0	0
450-5336-5995.000	Dep Exp - Autos & Trucks	Constant	0	0	0	0	0	0
DEPRECIATION			\$0	\$0	\$0	\$0	\$0	\$0
Total Dept 5336 - DRAINAGE OPERATIONS			\$616,891	\$518,700	\$521,700	\$524,700	\$527,800	\$531,100
Dept 5881 - INTERFUND TRANSFERS								
TRANSFERS OUT								
450-5881-5911.000	Operating Transfers Out	Constant	\$4,990	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
TRANSFERS OUT			\$4,990	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total Dept 5881 - INTERFUND TRANSFERS			\$4,990	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total O&M			\$537,891	\$439,700	\$442,700	\$445,700	\$448,800	\$452,100
Total Capital			79,000	79,000	79,000	79,000	79,000	79,000
Total Depreciation			0	0	0	0	0	0
Total Debt			0	0	0	0	0	0
Interfund Transfers			4,990	5,000	5,000	5,000	5,000	5,000
TOTAL EXPENDITURES			\$621,881	\$523,700	\$526,700	\$529,700	\$532,800	\$536,100

Exhibit 4:

Historical and Projected Water Customers

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 4: Historical and Projected Water Customers**

Description	Growth Factor	Historical			Projected					
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Customers										
Single Family										
5/8-inch Meter										
Average monthly accounts	None	2,330	2,816	2,816	2,816	2,816	2,816	2,816	2,816	
Average monthly ERUs		2,330	2,816	2,816	2,816	2,816	2,816	2,816	2,816	
Annual consumption (Th. gallons)		163,438	189,453	193,491	193,491	193,491	193,491	193,491	193,491	
Average monthly kGal per ERU		5.85	5.61	5.73	5.73	5.73	5.73	5.73	5.73	
1-inch Meter										
Average monthly accounts	None	149	213	213	213	213	213	213	213	
Average monthly ERUs		249	355	355	355	355	355	355	355	
Annual consumption (Th. gallons)		11,319	15,205	15,671	15,671	15,671	15,671	15,671	15,671	
Average monthly kGal per ERU		3.79	3.57	3.68	3.68	3.68	3.68	3.68	3.68	
Total average monthly accounts		2,479	3,029	3,029	3,029	3,029	3,029	3,029	3,029	
Total average monthly ERUs		2,579	3,171	3,171	3,171	3,171	3,171	3,171	3,171	
Total annual consumption (Th. gallons)		174,757	204,658	209,162	209,162	209,162	209,162	209,162	209,162	
Average monthly kGal per ERU		5.65	5.38	5.51	5.45	5.48	5.46	5.47	5.47	
Multi - Family										
5/8-inch Meter										
Average monthly accounts	Medium	106	142	143	144	145	146	147	148	
Average monthly ERUs		101	135	136	137	138	139	140	141	
Annual consumption (Th. gallons)		8,021	10,569	10,724	10,803	10,882	10,960	11,039	11,118	
Average monthly kGal per ERU		6.62	6.52	6.57	6.57	6.57	6.57	6.57	6.57	
1-inch Meter										
Average monthly accounts	Medium	59	65	66	67	68	69	70	71	
Average monthly ERUs		146	160	162	164	166	168	170	172	
Annual consumption (Th. gallons)		9,614	11,072	10,939	11,074	11,209	11,344	11,479	11,614	
Average monthly kGal per ERU		5.49	5.77	5.63	5.63	5.63	5.63	5.63	5.63	
1.5-inch Meter										
Average monthly accounts	Medium	47	50	51	52	53	54	55	56	
Average monthly ERUs		259	275	278	281	284	287	290	293	
Annual consumption (Th. gallons)		20,800	21,301	21,930	22,166	22,403	22,640	22,876	23,113	
Average monthly kGal per ERU		6.69	6.45	6.57	6.57	6.57	6.57	6.57	6.57	
2-inch Meter										
Average monthly accounts	Medium	60	63	64	65	66	67	68	69	
Average monthly ERUs		581	610	616	622	628	634	640	646	
Annual consumption (Th. gallons)		49,710	52,897	53,061	53,578	54,095	54,611	55,128	55,645	
Average monthly kGal per ERU		7.13	7.23	7.18	7.18	7.18	7.18	7.18	7.18	
4-inch Meter										
Average monthly accounts	Medium	1	3	3	3	3	3	3	3	
Average monthly ERUs		39	117	118	119	120	121	122	123	
Annual consumption (Th. gallons)		4,119	8,683	10,610	10,700	10,790	10,880	10,970	11,059	
Average monthly kGal per ERU		8.80	6.18	7.49	7.49	7.49	7.49	7.49	7.49	
6-inch Meter										
Average monthly accounts	Medium	2	2	2	2	2	2	2	2	
Average monthly ERUs		175	175	177	179	181	183	185	187	
Annual consumption (Th. gallons)		19,597	17,525	18,773	18,985	19,197	19,410	19,622	19,834	
Average monthly kGal per ERU		9.33	8.35	8.84	8.84	8.84	8.84	8.84	8.84	
Total average monthly accounts		275	325	329	333	337	341	345	349	
Total average monthly ERUs		1,301	1,472	1,487	1,502	1,517	1,532	1,547	1,562	
Total annual consumption (Th. gallons)		111,861	122,047	126,037	127,306	128,575	129,845	131,114	132,384	
Average monthly kGal per ERU		7.17	6.91	7.06	7.06	7.06	7.06	7.06	7.06	
Multi - Residential										
5/8-inch Meter										
Average monthly accounts	Medium	162	384	388	392	396	400	404	408	
Average monthly ERUs		154	365	369	373	377	381	385	389	
Annual consumption (Th. gallons)		7,132	14,441	14,599	14,758	14,916	15,074	15,232	15,391	
Average monthly kGal per ERU		3.86	3.30	3.30	3.30	3.30	3.30	3.30	3.30	
1-inch Meter										
Average monthly accounts	Medium	89	1	1	1	1	1	1	1	
Average monthly ERUs		220	2	2	2	2	2	2	2	
Annual consumption (Th. gallons)		3,193	111	111	111	111	111	111	111	
Average monthly kGal per ERU		1.21	4.63	4.63	4.63	4.63	4.63	4.63	4.63	
Total average monthly accounts		251	385	389	393	397	401	405	409	
Total average monthly ERUs		374	367	371	375	379	383	387	391	
Total annual consumption (Th. gallons)		10,325	14,552	14,710	14,869	15,027	15,185	15,343	15,502	

City of Wilton Manors
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Description	Growth Factor	Historical				Projected			
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Average monthly kGal per ERU		2.30	3.30	3.30	3.30	3.30	3.30	3.30	3.30
Non Residential									
5/8-inch Meter									
Average monthly accounts	None	207	252	252	252	252	252	252	252
Average monthly ERUs		197	239	239	239	239	239	239	239
Annual consumption (Th. gallons)		17,462	16,136	16,136	16,136	16,136	16,136	16,136	16,136
Average monthly kGal per ERU		7.39	5.63	5.63	5.63	5.63	5.63	5.63	5.63
1-inch Meter									
Average monthly accounts	None	74	81	81	81	81	81	81	81
Average monthly ERUs		183	200	200	200	200	200	200	200
Annual consumption (Th. gallons)		13,371	13,653	13,653	13,653	13,653	13,653	13,653	13,653
Average monthly kGal per ERU		6.09	5.69	5.69	5.69	5.69	5.69	5.69	5.69
1.5-inch Meter									
Average monthly accounts	None	28	32	32	32	32	32	32	32
Average monthly ERUs		154	176	176	176	176	176	176	176
Annual consumption (Th. gallons)		7,657	8,666	8,708	8,708	8,708	8,708	8,708	8,708
Average monthly kGal per ERU		4.14	4.10	4.12	4.12	4.12	4.12	4.12	4.12
2-inch Meter									
Average monthly accounts	None	27	28	28	28	28	28	28	28
Average monthly ERUs		261	271	271	271	271	271	271	271
Annual consumption (Th. gallons)		31,716	27,771	30,351	30,351	30,351	30,351	30,351	30,351
Average monthly kGal per ERU		10.13	8.54	9.33	9.33	9.33	9.33	9.33	9.33
4-inch Meter									
Average monthly accounts	None	1	1	1	1	1	1	1	1
Average monthly ERUs		39	39	39	39	39	39	39	39
Annual consumption (Th. gallons)		4,158	4,055	4,107	4,107	4,107	4,107	4,107	4,107
Average monthly kGal per ERU		8.88	8.66	8.77	8.77	8.77	8.77	8.77	8.77
Total average monthly accounts		337	394	394	394	394	394	394	394
Total average monthly ERUs		834	925	925	925	925	925	925	925
Total annual consumption (Th. gallons)		74,364	70,281	72,955	72,955	72,955	72,955	72,955	72,955
Average monthly kGal per ERU		7.43	6.33	6.57	6.57	6.57	6.57	6.57	6.57
Single Family Sprinklers									
5/8-inch Meter									
Average monthly accounts	None	11	13	13	13	13	13	13	13
Average monthly ERUs		11	13	13	13	13	13	13	13
Annual consumption (Th. gallons)		1,779	1,650	1,876	1,876	1,876	1,876	1,876	1,876
Average monthly kGal per ERU		13.48	10.58	12.03	12.03	12.03	12.03	12.03	12.03
1-inch Meter									
Average monthly accounts	None	9	10	10	10	10	10	10	10
Average monthly ERUs		15	17	17	17	17	17	17	17
Annual consumption (Th. gallons)		1,457	991	1,321	1,321	1,321	1,321	1,321	1,321
Average monthly kGal per ERU		8.09	4.86	6.48	6.48	6.48	6.48	6.48	6.48
Total average monthly accounts		20	23	23	23	23	23	23	23
Total average monthly ERUs		26	30	30	30	30	30	30	30
Total annual consumption (Th. gallons)		3,236	2,641	3,197	3,197	3,197	3,197	3,197	3,197
Average monthly kGal per ERU		10.37	7.34	8.88	8.88	8.88	8.88	8.88	8.88
Multi Family Sprinklers									
5/8-inch Meter									
Average monthly accounts	None	12	14	14	14	14	14	14	14
Average monthly ERUs		12	13	13	13	13	13	13	13
Annual consumption (Th. gallons)		1,619	1,533	1,643	1,643	1,643	1,643	1,643	1,643
Average monthly kGal per ERU		11.24	9.83	10.53	10.53	10.53	10.53	10.53	10.53
1-inch Meter									
Average monthly accounts	None	13	13	13	13	13	13	13	13
Average monthly ERUs		32	32	32	32	32	32	32	32
Annual consumption (Th. gallons)		5,368	4,867	5,118	5,118	5,118	5,118	5,118	5,118
Average monthly kGal per ERU		13.98	12.67	13.33	13.33	13.33	13.33	13.33	13.33
1.5-inch Meter									
Average monthly accounts	None	3	4	4	4	4	4	4	4
Average monthly ERUs		17	22	22	22	22	22	22	22
Annual consumption (Th. gallons)		2,804	2,107	2,868	2,868	2,868	2,868	2,868	2,868
Average monthly kGal per ERU		13.75	7.98	10.86	10.86	10.86	10.86	10.86	10.86
2-inch Meter									
Average monthly accounts	None	10	11	11	11	11	11	11	11

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 4: Historical and Projected Water Customers**

Description	Growth Factor	Historical				Projected			
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Average monthly ERUs		97	107	107	107	107	107	107	107
Annual consumption (Th. gallons)		7,128	5,822	6,842	6,842	6,842	6,842	6,842	6,842
Average monthly kGal per ERU		6.12	4.53	5.33	5.33	5.33	5.33	5.33	5.33
Total average monthly accounts		38	42	42	42	42	42	42	42
Total average monthly ERUs		158	174	174	174	174	174	174	174
Total annual consumption (Th. gallons)		16,919	14,329	16,471	16,471	16,471	16,471	16,471	16,471
Average monthly kGal per ERU		8.92	6.86	6.86	6.86	6.86	6.86	6.86	6.86
Non Residential Sprinklers									
5/8-inch Meter									
Average monthly accounts	None	42	47	47	47	47	47	47	47
Average monthly ERUs		40	45	45	45	45	45	45	45
Annual consumption (Th. gallons)		2,372	2,457	2,563	2,563	2,563	2,563	2,563	2,563
Average monthly kGal per ERU		4.94	4.55	4.75	4.75	4.75	4.75	4.75	4.75
1-inch Meter									
Average monthly accounts	None	33	35	35	35	35	35	35	35
Average monthly ERUs		82	86	86	86	86	86	86	86
Annual consumption (Th. gallons)		5,363	6,252	5,938	5,938	5,938	5,938	5,938	5,938
Average monthly kGal per ERU		5.45	6.06	5.75	5.75	5.75	5.75	5.75	5.75
1.5-inch Meter									
Average monthly accounts	None	10	10	10	10	10	10	10	10
Average monthly ERUs		55	55	55	55	55	55	55	55
Annual consumption (Th. gallons)		14,713	11,273	12,993	12,993	12,993	12,993	12,993	12,993
Average monthly kGal per ERU		22.29	17.08	19.69	19.69	19.69	19.69	19.69	19.69
2-inch Meter									
Average monthly accounts	None	5	5	5	5	5	5	5	5
Average monthly ERUs		48	48	48	48	48	48	48	48
Annual consumption (Th. gallons)		9,601	12,817	11,209	11,209	11,209	11,209	11,209	11,209
Average monthly kGal per ERU		16.67	22.25	19.46	19.46	19.46	19.46	19.46	19.46
Total average monthly accounts		90	97	97	97	97	97	97	97
Total average monthly ERUs		225	234	234	234	234	234	234	234
Total annual consumption (Th. gallons)		32,049	32,799	32,703	32,703	32,703	32,703	32,703	32,703
Average monthly kGal per ERU		11.87	11.68	11.68	11.68	11.68	11.68	11.68	11.68
Lazy Lake									
5/8-inch Meter									
Average monthly accounts	None	9	11	11	11	11	11	11	11
Average monthly ERUs		9	11	11	11	11	11	11	11
Annual consumption (Th. gallons)		708	850	858	858	858	858	858	858
Average monthly kGal per ERU		6.56	6.44	6.50	6.50	6.50	6.50	6.50	6.50
1-inch Meter									
Average monthly accounts	None	4	4	4	4	4	4	4	4
Average monthly ERUs		7	7	7	7	7	7	7	7
Annual consumption (Th. gallons)		274	231	253	253	253	253	253	253
Average monthly kGal per ERU		3.26	2.75	3.01	3.01	3.01	3.01	3.01	3.01
Total average monthly accounts		13	15	15	15	15	15	15	15
Total average monthly ERUs		16	18	18	18	18	18	18	18
Total annual consumption (Th. gallons)		982	1,081	1,110	1,110	1,110	1,110	1,110	1,110
Average monthly kGal per ERU		5.11	5.00	11.68	11.68	11.68	11.68	11.68	11.68
Total									
Average monthly accounts		3,503	4,310	4,318	4,326	4,334	4,342	4,350	4,358
Average monthly ERUs		5,513	6,391	6,410	6,429	6,448	6,467	6,486	6,505
Annual consumption (Th. gallons)		424,493	462,388	476,346	477,773	479,201	480,629	482,056	483,484
Average monthly kGal per ERU		6.42	6.03	6.19	6.19	6.19	6.19	6.19	6.19
Unbilled Water									
Percent	Normal	6.35%	4.79%	5.57%	5.57%	5.57%	5.57%	5.57%	5.57%
Amount (Th. Gallons)		28,763	23,276	28,094	28,177	28,259	28,341	28,434	28,516
Water Purchases (Th. Gallons)		453,256	485,664	504,440	505,950	507,460	508,970	510,490	512,000
Average Daily Flow (MGD)		1.24	1.33	1.38	1.39	1.39	1.39	1.40	1.40

City of Wilton Manors
2021 Utility Rate Study
Exhibit 4: Historical and Projected Water Customers

Description	Growth Factor	Historical			Projected					
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
Consumption by Block										
Single Family										
5/8-inch										
Block 1 (0-15,000)	90.72%	148,266	171,867	175,529	175,529	175,529	175,529	175,529	175,529	
Block 2 (16,000-30,000)	7.32%	11,960	13,864	14,160	14,160	14,160	14,160	14,160	14,160	
Block 3 (Above 30,000)	1.96%	3,211	3,722	3,802	3,802	3,802	3,802	3,802	3,802	
Subtotal		163,438	189,453	193,491	193,491	193,491	193,491	193,491	193,491	
1-inch										
Block 1 (0-15,000)	81.56%	9,232	12,402	12,782	12,782	12,782	12,782	12,782	12,782	
Block 2 (16,000-30,000)	12.56%	1,422	1,910	1,969	1,969	1,969	1,969	1,969	1,969	
Block 3 (Above 30,000)	5.87%	665	893	921	921	921	921	921	921	
Subtotal		11,319	15,205	15,671	15,671	15,671	15,671	15,671	15,671	
Single Family Sprinkler										
5/8-inch										
Block 1 (0-30,000)	91.76%	1,632	1,514	1,722	1,722	1,722	1,722	1,722	1,722	
Block 3 (Above 30,000)	8.24%	147	136	155	155	155	155	155	155	
Subtotal		1,779	1,650	1,876	1,876	1,876	1,876	1,876	1,876	
1-inch										
Block 1 (0-30,000)	98.69%	1,438	978	1,304	1,304	1,304	1,304	1,304	1,304	
Block 3 (Above 30,000)	1.31%	19	13	17	17	17	17	17	17	
Subtotal		1,457	991	1,321	1,321	1,321	1,321	1,321	1,321	
Lazy Lane										
5/8-inch										
Block 1 (0-15,000)	86.65%	613	737	743	743	743	743	743	743	
Block 2 (16,000-30,000)	10.91%	77	93	94	94	94	94	94	94	
Block 3 (Above 30,000)	2.44%	17	21	21	21	21	21	21	21	
Subtotal		708	850	858	858	858	858	858	858	
1-inch										
Block 1 (0-15,000)	100.00%	274	231	253	253	253	253	253	253	
Block 2 (16,000-30,000)	0.00%	0	0	0	0	0	0	0	0	
Block 3 (Above 30,000)	0.00%	0	0	0	0	0	0	0	0	
Subtotal		274	231	253	253	253	253	253	253	

Exhibit 5:

Historical and Projected Wastewater Customers

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 5: Historical and Projected Wastewater Customers**

Description	Reference	Historical				Projected			
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Customers									
Single Family									
5/8-inch Meter									
Average monthly accounts	None	2,331	2,816	2,816	2,816	2,816	2,816	2,816	2,816
Average monthly ERCs		2,331	2,815	2,815	2,815	2,815	2,815	2,815	2,815
Annual consumption (Th. gallons)		163,438	189,453	189,453	189,453	189,453	189,453	189,453	189,453
Average monthly kGal per ERU		5.84	5.61	5.61	5.61	5.61	5.61	5.61	5.61
1-inch Meter									
Average monthly accounts	None	149	213	213	213	213	213	213	213
Average monthly ERCs		149	236	236	236	236	236	236	236
Annual consumption (Th. gallons)		11,319	15,205	15,205	15,205	15,205	15,205	15,205	15,205
Average monthly kGal per ERU		6.33	5.37	5.37	5.37	5.37	5.37	5.37	5.37
Total average monthly accounts		2,480	3,029	3,029	3,029	3,029	3,029	3,029	3,029
Total average monthly ERCs		2,480	3,051	3,051	3,051	3,051	3,051	3,051	3,051
Total annual consumption (Th. gallons)		174,757	204,658	204,658	204,658	204,658	204,658	204,658	204,658
Average monthly kGal per ERU		5.87	5.59	5.59	5.59	5.59	5.59	5.59	5.59
Multi - Family									
5/8-inch Meter									
Average monthly accounts	Medium	107	144	145	146	147	148	149	150
Average monthly ERCs		163	211	213	215	217	219	221	223
Annual consumption (Th. gallons)		8,106	10,717	10,706	10,806	10,907	11,007	11,108	11,208
Average monthly kGal per ERU		4.14	4.23	4.19	4.19	4.19	4.19	4.19	4.19
1-inch Meter									
Average monthly accounts	Medium	60	66	67	68	69	70	71	72
Average monthly ERCs		117	132	133	134	135	136	137	138
Annual consumption (Th. gallons)		9,637	11,103	11,071	11,154	11,237	11,321	11,404	11,487
Average monthly kGal per ERU		6.86	7.01	6.94	6.94	6.94	6.94	6.94	6.94
1.5-inch Meter									
Average monthly accounts	Medium	48	51	52	53	54	55	56	57
Average monthly ERCs		168	182	184	186	188	190	192	194
Annual consumption (Th. gallons)		20,800	21,311	22,163	22,404	22,645	22,886	23,127	23,368
Average monthly kGal per ERU		10.32	9.76	10.04	10.04	10.04	10.04	10.04	10.04
2-inch Meter									
Average monthly accounts	Medium	60	63	64	65	66	67	68	69
Average monthly ERCs		204	222	224	226	228	230	232	234
Annual consumption (Th. gallons)		49,710	52,897	53,979	54,460	54,942	55,424	55,906	56,388
Average monthly kGal per ERU		20.31	19.86	20.08	20.08	20.08	20.08	20.08	20.08
4-inch Meter									
Average monthly accounts	Medium	1	2	2	2	2	2	2	2
Average monthly ERCs		1	151	153	155	157	159	161	163
Annual consumption (Th. gallons)		4,119	8,683	8,798	8,913	9,028	9,143	9,258	9,373
Average monthly kGal per ERU		343.25	4.79	4.79	4.79	4.79	4.79	4.79	4.79
6-inch Meter									
Average monthly accounts	Medium	2	2	2	2	2	2	2	2
Average monthly ERCs		2	2	2	2	2	2	2	2
Annual consumption (Th. gallons)		19,597	17,525	18,561	18,561	18,561	18,561	18,561	18,561
Average monthly kGal per ERU		816.54	730.21	773.38	773.38	773.38	773.38	773.38	773.38
Total average monthly accounts		278	328	332	336	340	344	348	352
Total average monthly ERCs		655	900	909	918	927	936	945	954
Total annual consumption (Th. gallons)		111,969	122,236	125,277	126,299	127,320	128,342	129,364	130,385
Average monthly kGal per ERU		14.25	11.32	11.32	11.32	11.32	11.32	11.32	11.32
Multi - Residential									
5/8-inch Meter									
Average monthly accounts	Medium	251	384	388	392	396	400	404	408
Average monthly ERCs		569	699	706	713	720	727	734	741
Annual consumption (Th. gallons)		10,325	14,478	13,717	13,853	13,989	14,125	14,261	14,397
Average monthly kGal per ERU		1.51	1.73	1.62	1.62	1.62	1.62	1.62	1.62
1-inch Meter									
Average monthly accounts	Medium	0	0	-	-	-	-	-	-
Average monthly ERCs		0	0	-	-	-	-	-	-
Annual consumption (Th. gallons)		0	0	0	0	0	0	0	0
Average monthly kGal per ERU		#DIV/0!	#DIV/0!	-	-	-	-	-	-
Total average monthly accounts		251	384	388	392	396	400	404	408
Total average monthly ERCs		569	699	706	713	720	727	734	741
Total annual consumption (Th. gallons)		10,325	14,478	13,717	13,853	13,989	14,125	14,261	14,397

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 5: Historical and Projected Wastewater Customers**

Description	Reference	Historical		Projected					
		FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Average monthly kGal per ERU		1.51	1.73	1.62	1.62	1.62	1.62	1.62	1.62
Non Residential									
5/8-inch Meter									
Average monthly accounts	None	205	250	250	250	250	250	250	250
Average monthly ERCs		810	853	853	853	853	853	853	853
Annual consumption (Th. gallons)		17,354	15,983	17,129	17,129	17,129	17,129	17,129	17,129
Average monthly kGal per ERU		1.79	1.56	1.67	1.67	1.67	1.67	1.67	1.67
1-inch Meter									
Average monthly accounts	None	74	81	81	81	81	81	81	81
Average monthly ERCs		2,273	2,284	2,284	2,284	2,284	2,284	2,284	2,284
Annual consumption (Th. gallons)		13,371	13,653	13,544	13,544	13,544	13,544	13,544	13,544
Average monthly kGal per ERU		0.49	0.50	0.49	0.49	0.49	0.49	0.49	0.49
1.5-inch Meter									
Average monthly accounts	None	28	31	31	31	31	31	31	31
Average monthly ERCs		28	31	31	31	31	31	31	31
Annual consumption (Th. gallons)		7,657	8,656	8,567	8,567	8,567	8,567	8,567	8,567
Average monthly kGal per ERU		22.79	23.27	23.03	23.03	23.03	23.03	23.03	23.03
2-inch Meter									
Average monthly accounts	None	27	28	28	28	28	28	28	28
Average monthly ERCs		27	28	28	28	28	28	28	28
Annual consumption (Th. gallons)		31,716	27,771	30,331	30,331	30,331	30,331	30,331	30,331
Average monthly kGal per ERU		97.89	82.65	90.27	90.27	90.27	90.27	90.27	90.27
4-inch Meter									
Average monthly accounts	None	1	1	1	1	1	1	1	1
Average monthly ERCs		1	1	1	1	1	1	1	1
Annual consumption (Th. gallons)		4,158	4,055	4,107	4,107	4,107	4,107	4,107	4,107
Average monthly kGal per ERU		346.50	337.92	342.21	342.21	342.21	342.21	342.21	342.21
Total average monthly accounts		335	391	391	391	391	391	391	391
Total average monthly ERCs		3,139	3,197	3,197	3,197	3,197	3,197	3,197	3,197
Total annual consumption (Th. gallons)		74,256	70,118	73,678	73,678	73,678	73,678	73,678	73,678
Average monthly kGal per ERU		1.97	1.83	1.83	1.83	1.83	1.83	1.83	1.83
Lazy Lane									
5/8-inch Meter									
Average monthly accounts	None	4	4	4	4	4	4	4	4
Average monthly ERCs		4	4	4	4	4	4	4	4
Annual consumption (Th. gallons)		105	153	129	129	129	129	129	129
Average monthly kGal per ERU		2.19	3.19	2.69	2.69	2.69	2.69	2.69	2.69
1-inch Meter									
Average monthly accounts	None	4	4	4	4	4	4	4	4
Average monthly ERCs		4	4	4	4	4	4	4	4
Annual consumption (Th. gallons)		274	231	253	253	253	253	253	253
Average monthly kGal per ERU		5.71	4.81	5.26	5.26	5.26	5.26	5.26	5.26
Total average monthly accounts		8	8	8	8	8	8	8	8
Total average monthly ERCs		8	8	8	8	8	8	8	8
Total annual consumption (Th. gallons)		379	384	382	382	382	382	382	382
Average monthly kGal per ERU		3.95	4.00	3.97	3.97	3.97	3.97	3.97	3.97
Total									
Average monthly accounts		3,352	4,140	4,148	4,156	4,164	4,172	4,180	4,188
Average monthly ERCs		6,851	7,855	7,871	7,887	7,903	7,919	7,935	7,951
Annual consumption (Th. gallons)		371,686	411,874	417,711	418,869	420,026	421,184	422,342	423,499
Average monthly kGal per ERU		4.52	4.37	4.42	4.43	4.43	4.43	4.44	4.44
Sewer Purchased (Th. gallons)									
Average Daily Flow (MGD)	Total Sales	705,433	809,706	759,399	761,500	763,610	765,710	767,820	769,920
		1.93	2.22	2.08	2.09	2.09	2.10	2.10	2.11
Consumption by Block									
Single Family									
5/8"									
Revenue Gallons	90.7%	148,267	171,867	171,867	171,867	171,867	171,867	171,867	171,867
Non-revenue Gallons	9.3%	15,171	17,586	17,586	17,586	17,586	17,586	17,586	17,586
Subtotal		163,438	189,453	189,453	189,453	189,453	189,453	189,453	189,453
1"									
Revenue Gallons	81.6%	9,232	12,402	12,402	12,402	12,402	12,402	12,402	12,402
Non-revenue Gallons	18.4%	2,087	2,803	2,803	2,803	2,803	2,803	2,803	2,803
Subtotal		11,319	15,205	15,205	15,205	15,205	15,205	15,205	15,205

Exhibit 6:

Historical and Projected Stormwater Customers

City of Wilton Manors
2021 Utility Rate Study
Exhibit 6: Historical and Projected Stormwater Customers

Description	Reference	Projected						
		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Customers								
Single Family Residential								
Average Monthly Units	None	3,004	3,004	3,004	3,004	3,004	3,004	3,004
Average Monthly ERUs	None	3,004	3,004	3,004	3,004	3,004	3,004	3,004
Multi-Family Single Story								
Average Monthly Units	Medium	1,005	1,015	1,025	1,035	1,045	1,055	1,066
Average Monthly ERUs	Medium	704	711	718	725	732	739	746
Multi-Family Multi Story								
Average Monthly Units	Medium	2,983	3,013	3,043	3,073	3,104	3,135	3,166
Average Monthly ERUs	Medium	1,492	1,507	1,522	1,537	1,552	1,568	1,584
Commercial								
Average Monthly Units	None	2,172	2,172	2,172	2,172	2,172	2,172	2,172
Average Monthly ERUs	None	2,172	2,172	2,172	2,172	2,172	2,172	2,172
Total ERUs		7,372	7,394	7,416	7,438	7,460	7,483	7,506

Exhibit 7:

Projected Water Revenue

City of Wilton Manors
2021 Utility Rate Study
Exhibit 7: Projected Water Revenue

Description	Projected				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Base Charge					
Single Family					
5/8-inch	\$934,300	\$934,300	\$934,300	\$934,300	\$934,300
1-inch	117,900	117,900	117,900	117,900	117,900
Subtotal	\$1,052,200	\$1,052,200	\$1,052,200	\$1,052,200	\$1,052,200
Multi-Family					
5/8-inch	\$45,400	\$45,700	\$46,000	\$46,300	\$46,600
1-inch	54,900	55,700	56,500	57,300	58,100
1.5-inch	96,900	98,800	100,600	102,500	104,400
2-inch	208,800	212,000	215,300	218,500	221,700
4-inch	38,700	38,700	38,700	38,700	38,700
6-inch	58,000	58,000	58,000	58,000	58,000
Subtotal	\$502,700	\$508,900	\$515,100	\$521,300	\$527,500
Multi Residential					
5/8-inch	\$123,500	\$124,700	\$126,000	\$127,300	\$128,500
1-inch	800	800	800	800	800
Subtotal	\$124,300	\$125,500	\$126,800	\$128,100	\$129,300
Non Residential					
5/8-inch	\$79,400	\$79,400	\$79,400	\$79,400	\$79,400
1-inch	66,300	66,300	66,300	66,300	66,300
1.5-inch	59,600	59,600	59,600	59,600	59,600
2-inch	90,000	90,000	90,000	90,000	90,000
4-inch	12,900	12,900	12,900	12,900	12,900
Subtotal	\$308,200	\$308,200	\$308,200	\$308,200	\$308,200
Single Family Sprinklers					
5/8-inch	\$4,300	\$4,300	\$4,300	\$4,300	\$4,300
1-inch	5,500	5,500	5,500	5,500	5,500
Subtotal	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800
Multi-Family Sprinklers					
5/8-inch	\$4,400	\$4,400	\$4,400	\$4,400	\$4,400
1-inch	10,600	10,600	10,600	10,600	10,600
1.5-inch	7,500	7,500	7,500	7,500	7,500
2-inch	35,300	35,300	35,300	35,300	35,300
Subtotal	\$57,800	\$57,800	\$57,800	\$57,800	\$57,800
Non Residential Sprinklers					
5/8-inch	\$14,800	\$14,800	\$14,800	\$14,800	\$14,800
1-inch	28,700	28,700	28,700	28,700	28,700
1.5-inch	18,600	18,600	18,600	18,600	18,600
2-inch	16,100	16,100	16,100	16,100	16,100
Subtotal	\$78,200	\$78,200	\$78,200	\$78,200	\$78,200
Lazy Lake					
5/8-inch	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600

City of Wilton Manors
2021 Utility Rate Study
Exhibit 7: Projected Water Revenue

Description	Projected				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
1-inch	2,200	2,200	2,200	2,200	2,200
Subtotal	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800
 Total Base Charge	 \$2,139,000	 \$2,146,400	 \$2,153,900	 \$2,161,400	 \$2,168,800
 Consumption Charge					
Single Family					
5/8-inch					
Block 1	\$795,100	\$795,100	\$795,100	\$795,100	\$795,100
Block 2	78,300	78,300	78,300	78,300	78,300
Block 3	26,300	26,300	26,300	26,300	26,300
Subtotal	\$899,700	\$899,700	\$899,700	\$899,700	\$899,700
1-inch					
Block 1	\$57,900	\$57,900	\$57,900	\$57,900	\$57,900
Block 2	10,900	10,900	10,900	10,900	10,900
Block 3	6,400	6,400	6,400	6,400	6,400
Subtotal	\$75,200	\$75,200	\$75,200	\$75,200	\$75,200
Subtotal	\$974,900	\$974,900	\$974,900	\$974,900	\$974,900
Multi-Family					
5/8-inch	\$51,600	\$52,000	\$52,400	\$52,800	\$53,100
1-inch	52,900	53,600	54,200	54,900	55,500
1.5-inch	106,000	107,100	108,200	109,300	110,500
2-inch	256,100	258,600	261,000	263,500	266,000
4-inch	51,100	51,600	52,000	52,400	52,900
6-inch	90,700	91,800	92,800	93,800	94,800
Subtotal	\$608,400	\$614,700	\$620,600	\$626,700	\$632,800
Multi Residential					
5/8-inch	\$70,500	\$71,300	\$72,100	\$72,800	\$73,600
1-inch	500	500	500	500	500
Subtotal	\$71,000	\$71,800	\$72,600	\$73,300	\$74,100
Non Residential					
5/8-inch	\$77,100	\$77,100	\$77,100	\$77,100	\$77,100
1-inch	65,300	65,300	65,300	65,300	65,300
1.5-inch	41,600	41,600	41,600	41,600	41,600
2-inch	145,100	145,100	145,100	145,100	145,100
4-inch	19,600	19,600	19,600	19,600	19,600
Subtotal	\$348,700	\$348,700	\$348,700	\$348,700	\$348,700
Single Family Sprinklers					
5/8-inch					
Block 1	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500
Block 2	1,100	1,100	1,100	1,100	1,100
Subtotal	\$10,600	\$10,600	\$10,600	\$10,600	\$10,600
1-inch					

City of Wilton Manors
2021 Utility Rate Study
Exhibit 7: Projected Water Revenue

Description	Projected				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Block 1	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Block 2	100	100	100	100	100
Subtotal	\$7,300	\$7,300	\$7,300	\$7,300	\$7,300
Subtotal	\$17,900	\$17,900	\$17,900	\$17,900	\$17,900
Multi-Family Sprinklers					
5/8-inch	\$9,600	\$9,600	\$9,600	\$9,600	\$9,600
1-inch	29,800	29,800	29,800	29,800	29,800
1.5-inch	16,700	16,700	16,700	16,700	16,700
2-inch	39,900	39,900	39,900	39,900	39,900
Subtotal	\$96,000	\$96,000	\$96,000	\$96,000	\$96,000
Non Residential Sprinklers					
5/8-inch	\$14,900	\$14,900	\$14,900	\$14,900	\$14,900
1-inch	34,600	34,600	34,600	34,600	34,600
1.5-inch	75,700	75,700	75,700	75,700	75,700
2-inch	65,300	65,300	65,300	65,300	65,300
Subtotal	\$190,500	\$190,500	\$190,500	\$190,500	\$190,500
Lazy Lake					
5/8-inch					
Block 1	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400
Block 2	\$500	\$500	\$500	\$500	\$500
Block 3	\$100	\$100	\$100	\$100	\$100
Subtotal	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
1-inch					
Block 1	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100
Block 2	\$0	\$0	\$0	\$0	\$0
Block 3	\$0	\$0	\$0	\$0	\$0
Subtotal	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100
Subtotal	\$5,100	\$5,100	\$5,100	\$5,100	\$5,100
Total Consumption Charge	\$2,312,500	\$2,319,600	\$2,326,300	\$2,333,100	\$2,340,000
Total Water Revenue	\$4,451,500	\$4,466,000	\$4,480,200	\$4,494,500	\$4,508,800

Exhibit 8:

Projected Wastewater Revenue

City of Wilton Manors
2021 Utility Rate Study
Exhibit 8: Projected Wastewater Revenue

Description	Projected				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Base Charge					
Single Family					
5/8-inch	\$413,600	\$413,600	\$413,600	\$413,600	\$413,600
1-inch	52,100	52,100	52,100	52,100	52,100
Subtotal	\$465,700	\$465,700	\$465,700	\$465,700	\$465,700
Multi-Family					
5/8-inch	\$20,300	\$20,500	\$20,600	\$20,800	\$20,900
1-inch	24,600	25,000	25,400	25,700	26,100
1.5-inch	42,800	43,600	44,400	45,200	46,000
2-inch	92,300	93,700	95,200	96,600	98,000
4-inch	11,400	11,400	11,400	11,400	11,400
6-inch	25,600	25,600	25,600	25,600	25,600
Subtotal	\$217,000	\$219,800	\$222,600	\$225,300	\$228,000
Multi Residential					
5/8-inch	\$54,600	\$55,200	\$55,700	\$56,300	\$56,800
1-inch	0	0	0	0	0
Subtotal	\$54,600	\$55,200	\$55,700	\$56,300	\$56,800
Non Residential					
5/8-inch	\$34,800	\$34,800	\$34,800	\$34,800	\$34,800
1-inch	29,300	29,300	29,300	29,300	29,300
1.5-inch	25,000	25,000	25,000	25,000	25,000
2-inch	39,800	39,800	39,800	39,800	39,800
4-inch	5,700	5,700	5,700	5,700	5,700
Subtotal	\$134,600	\$134,600	\$134,600	\$134,600	\$134,600
Lazy Lake					
5/8-inch	\$600	\$600	\$600	\$600	\$600
1-inch	1,000	1,000	1,000	1,000	1,000
Subtotal	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Total Base Charge	\$873,500	\$876,900	\$880,200	\$883,500	\$886,700
Consumption Charge					
Single Family					
5/8-inch	\$1,452,300	\$1,452,300	\$1,452,300	\$1,452,300	\$1,452,300
1-inch	98,000	98,000	98,000	98,000	98,000
Subtotal	\$1,550,300	\$1,550,300	\$1,550,300	\$1,550,300	\$1,550,300
Multi-Family					
5/8-inch	\$91,300	\$92,200	\$93,000	\$93,900	\$94,700
1-inch	94,300	95,000	95,700	96,400	97,100
1.5-inch	189,300	191,300	193,400	195,400	197,500
2-inch	460,200	464,300	468,300	472,400	476,500
4-inch	75,300	76,300	77,300	78,200	79,200

City of Wilton Manors
2021 Utility Rate Study
Exhibit 8: Projected Wastewater Revenue

Description	Projected				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
6-inch	156,800	156,800	156,800	156,800	156,800
Subtotal	\$1,067,200	\$1,075,900	\$1,084,500	\$1,093,100	\$1,101,800
Multi Residential					
5/8-inch	\$117,100	\$118,200	\$119,400	\$120,500	\$121,700
1-inch	0	0	0	0	0
Subtotal	\$117,100	\$118,200	\$119,400	\$120,500	\$121,700
Non Residential					
5/8-inch	\$144,700	\$144,700	\$144,700	\$144,700	\$144,700
1-inch	114,400	114,400	114,400	114,400	114,400
1.5-inch	72,400	72,400	72,400	72,400	72,400
2-inch	256,300	256,300	256,300	256,300	256,300
4-inch	34,700	34,700	34,700	34,700	34,700
Subtotal	\$622,500	\$622,500	\$622,500	\$622,500	\$622,500
Lazy Lake					
5/8-inch	\$1,100	\$1,100	\$1,100	\$1,100	\$1,100
1-inch	2,100	2,100	2,100	2,100	2,100
Subtotal	\$3,200	\$3,200	\$3,200	\$3,200	\$3,200
Total Consumption Charge	\$3,360,300	\$3,370,100	\$3,379,900	\$3,389,600	\$3,399,500
Total Sewer Revenue	\$4,233,800	\$4,247,000	\$4,260,100	\$4,273,100	\$4,286,200

Exhibit 9:

Projected Stormwater Revenue

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 9: Project Stormwater Revenue**

Description	Projected				
	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Charges					
Single Family Residential	\$221,700	\$221,700	\$221,700	\$221,700	\$221,700
Multi-Family Single Story	53,000	53,500	54,000	54,500	55,100
Multi-Family Multi Story	112,300	113,400	114,500	115,700	116,900
Commercial	160,300	160,300	160,300	160,300	160,300
Total	\$547,300	\$548,900	\$550,500	\$552,200	\$554,000

Exhibit 10:

Forecast of Water and Wastewater Miscellaneous Charges Revenue

City of Wilton Manors
2021 Utility Rate Study
Exhibit 10: Forecast of Water and Wastewater Miscellaneous Charges Revenue

	Escalation										
Code	Reference	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Dept 0000 - NO DEPT											
PERMITS, FEES, & SPECIAL ASSESSMENTS											
401-0000-3290.011	Constant	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
401-0000-3630.235	Constant	0	0	0	0	0	0	0	0	0	0
PERMITS, FEES, & SPECIAL ASSESSMENTS		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
CHARGES FOR SERVICES											
401-0000-3400.038	Constant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
401-0000-3400.039	Constant	4,000	4,000	4,000	4,000	4,000	0	0	0	0	0
401-0000-3400.040	Constant	9,000	9,000	9,000	9,000	9,000	0	0	0	0	0
401-0000-3400.042	Constant	0	0	0	0	0	0	0	0	0	0
CHARGES FOR SERVICES		\$13,000	\$13,000	\$13,000	\$13,000	\$13,000	\$0	\$0	\$0	\$0	\$0
OTHER & MISCELLANEOUS											
401-0000-3600.000	Constant	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
401-0000-3600.010	Constant	800	800	800	800	800	800	800	800	800	800
401-0000-3600.030	Constant	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
401-0000-3610.100	Constant	0	0	0	0	0	0	0	0	0	0
401-0000-3620.010	Constant	18,600	18,600	18,600	18,600	18,600	18,600	18,600	18,600	18,600	18,600
401-0000-3690.904	Constant	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
401-0000-3690.906	Constant	0	0	0	0	0	0	0	0	0	0
OTHER & MISCELLANEOUS		\$45,400	\$45,400	\$45,400	\$45,400	\$45,400	\$45,400	\$45,400	\$45,400	\$45,400	\$45,400
Total Utility Revenues		\$60,900	\$60,900	\$60,900	\$60,900	\$60,900	\$47,900	\$47,900	\$47,900	\$47,900	\$47,900

Exhibit 11:

Forecast of Stormwater Miscellaneous Charges Revenue

City of Wilton Manors
2021 Utility Rate Study
Exhibit 11: Forecast of Stormwater Miscellaneous Charges Revenue

Code	Description	Escalation Reference	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Dept 0000 - NO DEPT							
CHARGES FOR SERVICES							
450-0000-3430.330	Drainage Utility Fee	Constant	\$0	\$0	\$0	\$0	\$0
CHARGES FOR SERVICES			\$0	\$0	\$0	\$0	\$0
OTHER & MISCELLANEOUS							
450-0000-3610.100	Interest Earned	Constant	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
450-0000-3690.904	P-CARD REBATE	Constant	300	300	300	300	300
450-0000-3690.906	RECOVERY OF BAD DEBTS	Constant	0	0	0	0	0
450-0000-3890.901	Approp Fund Bal R/E	Constant	0	0	0	0	0
OTHER & MISCELLANEOUS			\$10,300	\$10,300	\$10,300	\$10,300	\$10,300
Total Stormwater Revenues			\$10,300	\$10,300	\$10,300	\$10,300	\$10,300

Exhibit 12:

Water and Wastewater Capital Improvement Plan Projects and Funding Sources

**City of Wilton Manors
2021 Utility Rate Study
Exhibit 12: Water and Wastewater Capital Improvement Plan Projects and Funding Sources**

Description	Funding Source	Escalation Factors	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
<u>Funding sources</u>							
Water Rate Revenue	W - Rates		\$77,100	\$279,800	\$116,600	\$355,500	\$0
Sewer Rate Revenue	S - Rates		77,100	279,800	19,000	742,900	690,700
Sewer Impact Fees	Impact fees - S		0	0	0	0	0
Vehicle Reserve	Vehicles		0	0	0	0	0
R&R Funds	R&R		121,800	303,400	8,400	506,000	120,000
Capital Funded from Reserves	Reserves		0	0	2,176,000	0	3,002,000
Proposed 2022 Bonds	2022 Bonds		8,454,200	5,506,400	1,416,100	0	0
Proposed 2025 Bonds	2025 Bonds		0	0	0	1,561,100	2,235,900
Proposed 2028 Bonds	2028 Bonds		0	0	0	0	0
Future Loan - Sewer	Proposed Debt 4		0	0	0	0	0
Total sources			\$8,730,200	\$6,369,400	\$3,736,100	\$3,165,500	\$6,048,600
<u>Water Projects</u>							
Dixie Highway 10-inch Water Main Improvements	W - Rates	Inflation	\$0	\$0	\$0	\$0	\$0
NW 30th Court and Wet Oakland Park Boulevard Water Main Replacement	2022 Bonds	Inflation	2,902,000	0	0	0	0
Wilton Manors West Phase I Water Main Replacement	2022 Bonds	Inflation	0	2,006,000	0	0	0
NW 29th Street Water Main Replacement	2022 Bonds	Inflation	1,648,300	0	0	0	0
NW 9th Avenue & NW 26th Street Water Main Replacement	W - Rates	Inflation	0	0	0	355,500	0
Wilton Manors East Phase I Water Main Replacement	2025 Bonds	Inflation	0	0	0	0	0
Wilton Manors Grove & NE 21st Street Water Main Replacement	2022 Bonds	Inflation	0	0	1,416,100	0	0
Wilton Manors South Water Main Replacement	Reserves	Inflation	0	0	0	0	3,002,000
NE 28th Street Water Main Replacement	Reserves	Inflation	0	0	0	0	0
NE 21st Court Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
Andrews Avenue 8-inch Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
NW 9th Avenue 6-inch Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
Wilton Manors West Phase II Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
NW 26th Street and NW 8th Avenue Water Main	W - Rates	Inflation	0	0	0	0	0
NE 24th, 25th, and 26th Street Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
Wilton Manors East Phase II Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
Wilton Manors East Phase III Water Main Replacement	W - Rates	Inflation	0	0	0	0	0
Projects from Budget	W - Rates	Inflation	0	0	0	0	0
Carryover Projects	W - Rates	Inflation	0	0	0	0	0
Rate Study	W - Rates	Inflation	0	0	0	0	0
Annual R&R Projects	R&R	Inflation	60,900	151,700	4,200	253,000	60,000
Municipal Complex Improvements (Water Allocation)	W - Rates	Inflation	77,100	279,800	116,600	0	0
Subtotal Water			\$4,688,300	\$2,437,500	\$1,536,900	\$608,500	\$3,062,000
<u>Sewer Projects</u>							
Lift Station No. 11 Force Main	2022 Bonds	Inflation	\$2,671,500	\$0	\$0	\$0	\$0
Lift Station No. 11 Pump Impeller Upgrade	S - Rates	Inflation	0	0	0	0	0
Lift Station No. 1 Replacement & Force Main	2022 Bonds	Inflation	0	779,300	0	0	0
Lift Station No. 4 Service Basin Lining	W - Rates	Inflation	0	0	0	0	0
Lift Station No. 4 Replacement	2022 Bonds	Inflation	0	689,500	0	0	0
Lift Station No. 2 Replacement	S - Rates	Inflation	0	0	0	0	0
Lift Station No. 5 Service Basin Lining	2022 Bonds	Inflation	1,232,400	1,266,300	0	0	0
Lift Station No. 5 Electrical, Pumps & Force Main Replacement	Reserves	Inflation	0	0	676,400	0	0
Gravity Main Trunkline Replacement	2028 Bonds	Inflation	0	0	0	0	0
Lift Station No. 3 Service Basin Lining	Reserves	Inflation	0	0	1,499,600	0	0
Lift Station No. 3 Rehabilitation & Force Main Replacement	2025 Bonds	Inflation	0	0	0	0	1,952,000
Lift Station No. 7 Service Basin Lining	W - Rates	Inflation	0	0	0	0	0
Lift Station No. 7 Rehabilitation & Force Main Replacement	2022 Bonds	Inflation	0	765,300	0	0	0
Lift Station No. 6 Pump & Force Main Replacement	S - Rates	Inflation	0	0	0	0	648,300
Lift Station No. 8 Odor Control, Electrical, Pump & Force Main Replacement	S - Rates	Inflation	0	0	0	742,900	0
Lift Station No. 10 Service Basin Lining	2025 Bonds	Inflation	0	0	0	1,561,100	0
Lift Station No. 10 Rehabilitation	2025 Bonds	Inflation	0	0	0	0	283,900
Lift Station No. 9 Rehabilitation	S - Rates	Inflation	0	0	0	0	0
Projects from Budget	S - Rates	Inflation	0	0	0	0	0
Carryover Projects	S - Rates	Inflation	0	0	0	0	0
Rate Study	S - Rates	Inflation	0	0	0	0	0
Annual R&R Projects	R&R	Inflation	60,900	151,700	4,200	253,000	60,000
Municipal Complex Improvements (Sewer Allocation)	S - Rates	Inflation	77,100	279,800	19,000	0	42,400
Subtotal Sewer			\$4,041,900	\$3,931,900	\$2,199,200	\$2,557,000	\$2,986,600
Total Water and Sewer Capital Expenditures			\$8,730,200	\$6,369,400	\$3,736,100	\$3,165,500	\$6,048,600

Exhibit 13:

Stormwater Capital Improvement Plan Projects and Funding Sources

City of Wilton Manors
2021 Utility Rate Study
Exhibit 13: Stormwater Capital Improvement Plan Projects and Funding Sources

Description	Funding Source	Escalation Factors	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
<u>Funding sources</u>							
Stormwater Rate Revenue	SW - Rates		\$0	\$0	\$0	\$0	\$0
Stormwater Reserves	SW - Reserves		0	0	0	375,800	0
Stormwater R&R Funds	SW - R&R		164,400	0	0	44,600	123,700
Proposed 2023 Bonds	2022 Bonds		1,089,700	525,300	767,300	0	0
Proposed 2025 Bonds	2025 Bonds		0	0	0	0	0
Proposed 2027 Bonds	2027 Bonds		0	0	0	0	0
Proposed 2028 Bonds	2028 Bonds		0	0	0	0	0
Total sources			<u>\$1,254,100</u>	<u>\$525,300</u>	<u>\$767,300</u>	<u>\$420,400</u>	<u>\$123,700</u>
<u>Stormwater Projects</u>							
Coral Gardens Drive Outfalls & Stormwater System Improvements	2022 Bonds	Inflation	\$0	\$0	\$767,300	\$0	\$0
NE 28th Drive Outfall Improvements & NE 14th Avenue Outfall Improvements	2022 Bonds	Inflation	371,700	0	0	0	0
NW 24th Street to NW 22nd Street Stormwater System & Outfall Improvements	2022 Bonds	Inflation	0	525,300	0	0	0
NW 3rd Avenue Stormwater System & Outfall Improvements	2022 Bonds	Inflation	718,000	0	0	0	0
NW 3rd Avenue Exfiltration (#5a)	SW - Reserves	Inflation	0	0	0	0	0
NE 24 Street Drainage - NE 13 Ave to NE 15 Ave (#5b)	SW - Reserves	Inflation	0	0	0	0	0
NE 30th Street Outfall Improvements	SW - Reserves	Inflation	0	0	0	375,800	0
NE 28th Drive Outfall Improvements	SW - R&R	Inflation	0	0	0	0	123,700
7th Terrace Stormwater System and Outfall & NE 17th Avenue Stormwater	SW - Reserves	Inflation	0	0	0	0	0
NE 27th Drive Stormwater Exfiltration Trench	SW - Reserves	Inflation	0	0	0	0	0
NW 25th Street Stormwater Exfiltration Trench	2028 Bonds	Inflation	0	0	0	0	0
NE 25th Street & NE 8th Terrace Stormwater Exfiltration Trench	2028 Bonds	Inflation	0	0	0	0	0
PS-01 - NE 16th Ave & NE 28th Drive Pump Station & Drainage	SW - Reserves	Inflation	0	0	0	0	0
PS-72 - NE 18th Ave & Coral Gardens Dr Pump Station & Drainage	SW - Reserves	Inflation	0	0	0	0	0
PS-76 - Pump station at NE 14 Ave & NE 15 Ave	SW - Reserves	Inflation	0	0	0	0	0
PS-23 - NW 6th Ave & NW 22nd St Pump Station & Drainage	SW - Reserves	Inflation	0	0	0	0	0
PS-26 - Pump station at NW 20 St & NW 3 Ave	SW - Reserves	Inflation	0	0	0	0	0
PS-59 - NE 24th St & NE 16th Ave Pump Station & Drainage	SW - Reserves	Inflation	0	0	0	0	0
PS-67 Pump station at NE 24 St & NE 20 Ave	SW - Reserves	Inflation	0	0	0	0	0
PS-69 - Pump station at NE 26 St & NE 25 St	SW - Reserves	Inflation	0	0	0	0	0
PS-14 NW 6th Ave & NW 29th St Pump Station & Drainage	SW - Reserves	Inflation	0	0	0	0	0
From the Budget	SW - Reserves	Inflation	0	0	0	0	0
Municipal Complex Improvements (Stormwater Allocation)	SW - R&R	Inflation	164,400	0	0	44,600	0
Placeholder 3	SW - Reserves	Inflation	0	0	0	0	0
			<u>\$1,254,100</u>	<u>\$525,300</u>	<u>\$767,300</u>	<u>\$420,400</u>	<u>\$123,700</u>

Exhibit 14:

Historical and Projected Wholesale Purchases

City of Wilton Manors
2021 Utility Rate Study
Exhibit 14: Historic and Projected Wholesale Purchases

Water Purchases

Fiscal Year	Projected Demand:			Wholesale Rates			Wholesale Cost	Cost per 1,000 Gal	Dollar Increase	Rate Pass-Through Calculation				
	Annual Purchases	Rev Gals	Non-Revenue Water	RTS Fee	User Fee	% Increase				Dollar Increase	Rate Increase	Rev Gals	Revenue Increase	Cumulative
2017	507,820	479,538	5.57%	\$3,491.14	\$4.37		\$2,261,100	\$4.72						
2018	413,197	390,185	5.57%	\$3,665.70	\$4.59	5.03%	\$1,940,600	\$4.97	\$0.25					
2019	453,256	424,493	6.35%	\$3,848.99	\$4.86	5.88%	\$2,249,000	\$5.30	\$0.33					
2020	485,664	462,388	4.79%	\$9,814.99	\$3.46	-28.81%	\$1,798,200	\$3.89	(\$1.41)					
2021	504,440	476,346	5.57%	\$10,168.33	\$3.58	3.60%	\$1,927,900	\$4.05	\$0.16	\$62,520	\$0.14	476,346	\$66,700	\$66,700
2022	505,950	477,773	5.57%	\$10,676.75	\$3.76	5.00%	\$2,030,500	\$4.25	\$0.20	\$96,900	\$0.21	477,773	\$100,300	\$167,000
2023	507,460	479,201	5.57%	\$11,210.59	\$3.95	5.00%	\$2,139,000	\$4.46	\$0.21	\$102,537	\$0.22	479,201	\$105,400	\$272,400
2024	508,970	480,629	5.57%	\$11,771.12	\$4.15	5.00%	\$2,253,500	\$4.69	\$0.23	\$108,218	\$0.23	480,629	\$110,500	\$382,900
2025	510,490	482,056	5.57%	\$12,359.68	\$4.36	5.00%	\$2,374,100	\$4.92	\$0.23	\$113,946	\$0.24	482,056	\$115,700	\$498,600
2026	512,000	483,484	5.57%	\$12,977.66	\$4.58	5.00%	\$2,500,700	\$5.17	\$0.25	\$119,724	\$0.25	483,484	\$120,900	\$619,500
2027	513,510	484,912	5.57%	\$13,626.54	\$4.81	5.00%	\$2,633,500	\$5.43	\$0.26	\$125,547	\$0.26	484,912	\$126,100	\$745,600
2028	515,110	486,426	5.57%	\$14,307.87	\$5.05	5.00%	\$2,773,000	\$5.70	\$0.27	\$131,418	\$0.28	486,426	\$136,200	\$881,800
2029	516,720	487,939	5.57%	\$15,023.26	\$5.30	5.00%	\$2,918,900	\$5.98	\$0.28	\$137,362	\$0.29	487,939	\$141,500	\$1,023,300
2030	518,320	489,453	5.57%	\$15,774.42	\$5.57	5.00%	\$3,076,300	\$6.29	\$0.31	\$148,528	\$0.31	489,453	\$151,700	\$1,175,000

Sewer Purchases

Fiscal Year	Projected Demand:			Wholesale Rates			Wholesale Cost	Cost per 1,000 Gal	Dollar Increase	Rate Pass-Through Calculation				
	Annual Purchases	Rev Gals	I&I	RTS Fee	User Fee	% Increase				Dollar Increase	Rate Increase	Rev Gals	Revenue Increase	Cumulative
2017	394,377	372,413	5.57%	\$0.00	\$1.88		\$741,400	\$1.99						
2018	427,633	403,817	5.57%	\$0.00	\$2.26	20.21%	\$966,500	\$2.39	\$0.40					
2019	705,433	371,686	47.31%	\$0.00	\$2.54	12.39%	\$1,791,800	\$4.82	\$2.43					
2020	809,706	411,874	49.13%	\$0.00	\$2.58	1.57%	\$2,089,000	\$5.07	\$0.25					
2021	759,399	417,711	44.99%	\$0.00	\$2.48	-3.88%	\$1,883,300	\$4.51	(\$0.56)	(\$80,971)	(\$0.20)	417,711	(\$83,500)	(\$83,500)
2022	761,500	418,869	44.99%	\$0.00	\$2.60	5.00%	\$1,979,900	\$4.73	\$0.22	\$91,128	\$0.22	418,869	\$92,200	\$8,700
2023	763,610	420,026	44.99%	\$0.00	\$2.73	5.00%	\$2,084,700	\$4.96	\$0.23	\$98,995	\$0.24	420,026	\$100,800	\$109,500
2024	765,710	421,184	44.99%	\$0.00	\$2.87	5.00%	\$2,197,600	\$5.22	\$0.26	\$106,905	\$0.26	421,184	\$109,500	\$219,000
2025	767,820	422,342	44.99%	\$0.00	\$3.01	5.00%	\$2,311,100	\$5.47	\$0.25	\$107,199	\$0.26	422,342	\$109,800	\$328,800
2026	769,920	423,499	44.99%	\$0.00	\$3.16	5.00%	\$2,432,900	\$5.74	\$0.27	\$115,173	\$0.28	423,499	\$118,600	\$447,400
2027	772,030	424,657	44.99%	\$0.00	\$3.32	5.00%	\$2,563,100	\$6.04	\$0.30	\$123,187	\$0.30	424,657	\$127,400	\$574,800
2028	774,130	425,815	44.99%	\$0.00	\$3.49	5.00%	\$2,701,700	\$6.34	\$0.30	\$131,245	\$0.31	425,815	\$132,000	\$706,800
2029	776,270	426,992	44.99%	\$0.00	\$3.66	5.00%	\$2,841,100	\$6.65	\$0.31	\$131,602	\$0.31	426,992	\$132,400	\$839,200
2030	778,410	428,169	44.99%	\$0.00	\$3.84	5.00%	\$2,989,100	\$6.98	\$0.33	\$139,729	\$0.33	428,169	\$141,300	\$980,500

Exhibit 15:

Projected Water Revenue Requirements

City of Wilton Manors
2021 Utility Rate Study
Exhibit 15: Projected Water Revenue Requirements

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Water Operating Expenses	\$2,985,100	\$3,108,100	\$3,238,500	\$3,375,600	\$3,519,300
Debt Service					
2021 Promissory Note	\$0	\$0	\$0	\$0	\$0
Proposed 2022 Bonds	224,000	449,400	450,500	451,200	451,400
Proposed 2025 Bonds	0	0	0	196,500	394,500
Total Debt Service	\$224,000	\$449,400	\$450,500	\$647,700	\$845,900
Other Expenses/Transfers					
R&R transfer	\$71,300	\$72,800	\$74,500	\$76,200	\$78,000
Operating Transfer Out	375,100	265,300	155,500	45,700	45,700
Capital Funded by Rates	77,100	279,800	116,600	355,500	0
Transfers to Vehicle Fund	0	0	0	0	0
Transfers to Debt Service Reserve	0	0	0	0	0
Transfers to Unrestricted Utility Reserves	0	0	0	0	0
Total Other Expenses/Transfers	\$523,500	\$617,900	\$346,600	\$477,400	\$123,700
Total Gross Revenue Requirements	\$3,732,600	\$4,175,400	\$4,035,600	\$4,500,700	\$4,488,900
Less Revenue from Other Sources					
Water Miscellaneous	\$60,900	\$60,900	\$60,900	\$60,900	\$60,900
Interest	9,700	13,450	15,200	13,950	14,100
Debt Funded from Water Impact Fees	0	0	0	0	0
Transfers from Operating	0	0	0	0	0
Total Revenue from Other Sources	\$70,600	\$74,350	\$76,100	\$74,850	\$75,000
Net Revenue Requirements	\$3,662,000	\$4,101,050	\$3,959,500	\$4,425,850	\$4,413,900
Water Revenue from Existing Rates	\$4,451,500	\$4,466,000	\$4,480,200	\$4,494,500	\$4,508,800
Revenue from Prior Years Adjustments	0	223,300	318,100	415,400	515,200
Total Current Year Revenue	\$4,451,500	\$4,689,300	\$4,798,300	\$4,909,900	\$5,024,000
Percent Adjustment Proposed	5.0%	2.0%	2.0%	2.0%	2.0%
Effective Month	Oct	Oct	Oct	Oct	Oct
Total Revenue from Current Year Adjustment	\$222,600	\$93,800	\$96,000	\$98,200	\$100,500
Total Water Revenue from Rates	\$4,674,100	\$4,783,100	\$4,894,300	\$5,008,100	\$5,124,500
Total Revenue Surplus/Deficiency	\$1,012,100	\$682,050	\$934,800	\$582,250	\$710,600

Exhibit 16:

Projected Wastewater Revenue Requirements

City of Wilton Manors
2021 Utility Rate Study
Exhibit 16: Projected Wastewater Revenue Requirements

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Sewer Operating Expenses	\$3,212,400	\$3,331,200	\$3,459,600	\$3,597,000	\$3,735,900
Debt Service					
2021 Promissory Note	\$96,100	\$95,600	\$94,900	\$95,200	\$94,000
Proposed 2022 Bonds	208,000	417,400	418,400	419,000	419,200
Proposed 2025 Bonds	0	0	0	158,100	317,400
Total Debt Service	\$304,100	\$513,000	\$513,300	\$672,300	\$830,600
Other Expenses/Transfers					
R&R transfer	\$71,300	\$72,800	\$74,500	\$76,200	\$78,000
Operating Transfer Out	375,100	265,300	155,500	45,700	45,700
Capital Funded by Rates	77,100	279,800	19,000	742,900	690,700
Transfers to Vehicle Fund	0	0	0	0	0
Transfers to Debt Service Reserve	0	0	0	0	0
Transfers to Unrestricted Utility Reserves	0	0	0	0	0
Total Other Expenses/Transfers	\$523,500	\$617,900	\$249,000	\$864,800	\$814,400
Total Gross Revenue Requirements	\$4,040,000	\$4,462,100	\$4,221,900	\$5,134,100	\$5,380,900
Less Revenue from Other Sources					
Sewer Miscellaneous	\$47,900	\$47,900	\$47,900	\$47,900	\$47,900
Interest	9,700	13,450	15,200	13,950	14,100
Debt Funded from Sewer Impact Fees	0	0	0	0	0
Transfers from operating	0	0	0	0	0
Total	\$57,600	\$61,350	\$63,100	\$61,850	\$62,000
Net Revenue Requirements	\$3,982,400	\$4,400,750	\$4,158,800	\$5,072,250	\$5,318,900
Sewer Revenue from Existing Rates	\$4,233,800	\$4,247,000	\$4,260,100	\$4,273,100	\$4,286,200
Revenue from Prior Years Adjustments	0	212,400	347,200	486,900	631,600
Total Current Year Revenue	\$4,233,800	\$4,459,400	\$4,607,300	\$4,760,000	\$4,917,800
Percent Adjustment Proposed	5.0%	3.0%	3.0%	3.0%	3.0%
Effective Month	Oct	Oct	Oct	Oct	Oct
Total Revenue from Current Year Adjustment	\$211,700	\$133,800	\$138,200	\$142,800	\$147,500
Total Sewer Revenue from Rates	\$4,445,500	\$4,593,200	\$4,745,500	\$4,902,800	\$5,065,300
Total Revenue Surplus/Deficiency	\$463,100	\$192,450	\$586,700	(\$169,450)	(\$253,600)

Exhibit 17:

Projected Stormwater Revenue Requirements

City of Wilton Manors
2021 Utility Rate Study
Exhibit 17: Projected Stormwater Revenue Requirements

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Drainage Operating Expenses	\$439,700	\$442,700	\$445,700	\$448,800	\$452,100
Debt Service					
Existing Debt	\$0	\$0	\$0	\$0	\$0
Proposed 2022 Revenue Bonds	126,500	126,500	126,500	126,500	126,500
Total Debt Service	\$126,500	\$126,500	\$126,500	\$126,500	\$126,500
Other Expenses/Transfers					
R&R transfer	\$79,000	\$79,000	\$79,000	\$79,000	\$79,000
Operating Transfer Out	5,000	5,000	5,000	5,000	5,000
Capital Funded by Rates	0	0	0	0	0
Transfers to Debt Service Reserve	0	0	0	0	0
Transfers to Unrestricted Drainage Reserves	0	0	0	0	0
Total Other Expenses/Transfers	\$84,000	\$84,000	\$84,000	\$84,000	\$84,000
Total Gross Revenue Requirements	\$650,200	\$653,200	\$656,200	\$659,300	\$662,600
Less Revenue from Other Sources					
Drainage Miscellaneous	\$10,300	\$10,300	\$10,300	\$10,300	\$10,300
Interest	0	0	0	0	0
Transfers from operating	0	0	0	0	0
Total	\$10,300	\$10,300	\$10,300	\$10,300	\$10,300
Net Revenue Requirements	\$639,900	\$642,900	\$645,900	\$649,000	\$652,300
Drainage Revenue from Existing Rates	\$547,300	\$548,900	\$550,500	\$552,200	\$554,000
Revenue from Prior Years Adjustments	0	27,445	85,328	149,370	185,050
Total Current Year Revenue	\$547,300	\$576,345	\$635,828	\$701,570	\$739,050
Percent Adjustment Proposed	5.0%	10.0%	10.0%	5.0%	3.5%
Effective Month	Oct	Oct	Oct	Oct	Oct
Total Revenue from Current Year Adjustment	\$27,365	\$57,635	\$63,583	\$35,079	\$25,867
Total Drainage Revenue from Rates	\$574,665	\$633,980	\$699,410	\$736,649	\$764,917
Total Revenue Surplus/Deficiency	(\$65,235)	(\$8,921)	\$53,510	\$87,649	\$112,617

Exhibit 18:

Projected Water and Wastewater Debt Service Coverage

City of Wilton Manors
2021 Utility Rate Study
Exhibit 18: Projected Water and Wastewater Debt Service Coverage

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Operating Revenue					
Water	\$4,674,100	\$4,783,100	\$4,894,300	\$5,008,100	\$5,124,500
Sewer	4,445,500	4,593,200	4,745,500	4,902,800	5,065,300
Total Operating Revenue	\$9,119,600	\$9,376,300	\$9,639,800	\$9,910,900	\$10,189,800
Total Misc. Income	\$108,800	\$108,800	\$108,800	\$108,800	\$108,800
Total Interest Income	19,400	26,900	30,400	27,900	28,200
Gross Revenues	\$9,247,800	\$9,512,000	\$9,779,000	\$10,047,600	\$10,326,800
Operating Expenses					
Water	\$2,985,100	\$3,108,100	\$3,238,500	\$3,375,600	\$3,519,300
Sewer	3,212,400	3,331,200	3,459,600	3,597,000	3,735,900
Total Operating Expenses	\$6,197,500	\$6,439,300	\$6,698,100	\$6,972,600	\$7,255,200
Net revenues available for debt service	\$3,050,300	\$3,072,700	\$3,080,900	\$3,075,000	\$3,071,600
Senior Debt Service					
2021 Promissory Note	\$96,100	\$95,600	\$94,900	\$95,200	\$94,000
Proposed 2022 Bonds	432,000	866,800	868,900	870,200	870,600
Proposed 2025 Bonds	0	0	0	354,600	711,900
Total Senior Debt Service	\$528,100	\$962,400	\$963,800	\$1,320,000	\$1,676,500
Debt Service Coverage					
Senior Debt Service					
Projected	5.78	3.19	3.20	2.33	1.83
Required	1.20	1.20	1.20	1.20	1.20
All-In Debt Service					
Projected	5.78	3.19	3.20	2.33	1.83
Required	1.50	1.50	1.50	1.50	1.50
Net revenues less debt service	\$2,522,200	\$2,110,300	\$2,117,100	\$1,755,000	\$1,395,100
Operating transfer out to General Fund	750,200	530,600	311,000	91,400	91,400
Amounts available for other purposes	\$1,772,000	\$1,579,700	\$1,806,100	\$1,663,600	\$1,303,700
	2022	2023	2024	2025	2026
Includes rate adjustments of:	5.0%	2.0%	2.0%	2.0%	2.0%
Includes rate adjustments of:	5.0%	3.0%	3.0%	3.0%	3.0%

Exhibit 19:

Projected Stormwater Debt Service Coverage

City of Wilton Manors
2021 Utility Rate Study
Exhibit 19: Projected Stormwater Debt Service Coverage

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Operating Revenue	\$574,665	\$633,980	\$699,410	\$736,649	\$764,917
Total Misc. Income	\$10,300	\$10,300	\$10,300	\$10,300	\$10,300
Total Interest Income	0	0	0	0	0
Gross Revenues	\$584,965	\$644,280	\$709,710	\$746,949	\$775,217
Operating Expenses	\$439,700	\$442,700	\$445,700	\$448,800	\$452,100
Net revenues available for debt service	\$145,265	\$201,580	\$264,010	\$298,149	\$323,117
Senior Debt Service					
Proposed 2022 Bonds	\$126,500	\$126,500	\$126,500	\$126,500	\$126,500
Total Senior Debt Service	\$126,500	\$126,500	\$126,500	\$126,500	\$126,500
Debt Service Coverage					
Senior Debt Service					
Projected	1.15	1.59	2.09	2.36	2.55
Required	1.20	1.20	1.20	1.20	1.20
All-In Debt Service					
Projected	1.15	1.59	2.09	2.36	2.55
Required	1.50	1.50	1.50	1.50	1.50
Net revenues less debt service	\$18,765	\$75,080	\$137,510	\$171,649	\$196,617
Operating transfer out to General Fund	5,000	5,000	5,000	5,000	5,000
Amounts available for other purposes	\$13,765	\$70,080	\$132,510	\$166,649	\$191,617
	2022	2023	2024	2025	2026
Includes rate adjustments of:	5.0%	10.0%	10.0%	5.0%	3.5%

Exhibit 20:

Projected Water and Wastewater Fund Balances

City of Wilton Manors
2021 Utility Rate Study
Exhibit 20: Projected Water and Wastewater Fund Balances

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Unrestricted Utility Reserves					
Beginning Balance [1]	\$3,402,400	\$4,877,600	\$5,752,100	\$5,097,600	\$5,510,400
Water Surplus/(Deficit)	1,012,100	682,050	934,800	582,250	710,600
Sewer Surplus/(Deficit)	463,100	192,450	586,700	(169,450)	(253,600)
Transfers In - Sewer Impact Fees Reserve	0	0	0	0	0
Transfer Out - Capital Funded from Reserves	0	0	(2,176,000)	0	(3,002,000)
Ending Balance	\$4,877,600	\$5,752,100	\$5,097,600	\$5,510,400	\$2,965,400
Estimated No. of Days of O&M Expenses (Target = 180)	287	326	278	288	149
Target Fund Balance	\$3,056,300	\$3,175,500	\$3,303,200	\$3,438,500	\$3,577,900
Renewal and Replacement Account					
Beginning Balance [1]	\$474,000	\$494,800	\$337,000	\$477,600	\$124,000
Deposits to Fund:					
From Water Operations	71,300	72,800	74,500	76,200	78,000
From Sewer Operations	71,300	72,800	74,500	76,200	78,000
Uses of Funds:					
Capital Improvements	(121,800)	(303,400)	(8,400)	(506,000)	(120,000)
Ending Balance	\$494,800	\$337,000	\$477,600	\$124,000	\$160,000
Sewer Impact Fees Reserve					
Beginning Balance [1]	\$334,800	\$371,500	\$408,600	\$446,100	\$483,900
Deposits to Fund:					
From Current Year Growth	33,200	33,200	33,200	33,200	33,200
Uses of Funds:					
Capital Improvements	0	0	0	0	0
Reimbursement to Operating Reserves	0	0	0	0	0
Payment of Debt Service	0	0	0	0	0
Ending Balance Before Interest Income	\$368,000	\$404,700	\$441,800	\$479,300	\$517,100
Interest Earnings Recognized	3,500	3,900	4,300	4,600	5,000
Ending Balance	\$371,500	\$408,600	\$446,100	\$483,900	\$522,100

Exhibit 21:

Projected Stormwater Fund Balances

City of Wilton Manors
2021 Utility Rate Study
Exhibit 21: Projected Stormwater Fund Balances

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Unrestricted Stormwater Reserves					
Beginning Balance [1]	\$582,828	\$517,593	\$508,673	\$562,183	\$274,031
Stormwater Surplus/(Deficit)	(65,235)	(8,921)	53,510	87,649	112,617
Transfer Out - Capital Funded from Reserves	0	0	0	(375,800)	0
Ending Balance	\$ 517,593	\$ 508,673	\$ 562,183	\$ 274,031	\$ 386,648
Estimated No. of Days of O&M Expenses (Target = 90)	430	419	460	223	312
Target Fund Balance	\$108,419	\$109,159	\$109,899	\$110,663	\$111,477
Stormwater Renewal and Replacement Account					
Beginning Balance [1]	\$147,524	\$62,124	\$141,124	\$220,124	\$254,524
Deposits to Fund:					
From Stormwater Operations	79,000	79,000	79,000	79,000	79,000
Uses of Funds:					
Capital Improvements	164,400	0	0	44,600	123,700
Ending Balance	\$62,124	\$141,124	\$220,124	\$254,524	\$209,824

Footnotes:

[1] Amounts obtained from City of Wilton Manors period ended 9/30/2020

Sponsored by: Interim City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO PIGGYBACK THE MIAMI-DADE COUNTY CONTRACT RT0620, TO PROCURE A PUMP STATION TELEMETRY SYSTEM, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TEN THOUSAND, SIX HUNDRED FIFTY-FOUR DOLLARS AND SIXTY CENTS (\$210,654.60); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a pump station telemetry system will identify sewer operating issues within the City of Opa-Locka ("City") before they become significant; and

WHEREAS, the Interim City Manager recommends procurement of a pump station telemetry system; and

WHEREAS, the City has used "smart covers" on its sewer system since 2017 to signal when a manhole indicates a system back-up. When this arises, a problem has occurred which requires immediate action to mitigate the effect of the problem; and

WHEREAS, the City Manager recommends the installation of a pump station telemetry system which will monitor many aspects of pump station operations and provide an early indication of pending problems before they have an opportunity to disrupt sewer operations; and

WHEREAS, this system has also been a longstanding recommendation of the Miami-Dade County Division of Environmental Resources Management (DERM); and

WHEREAS, Miami-Dade County previously awarded a contract to various pre-qualified vendors, to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts and accessories; services to include OEM repairs, inspection, testing and calibration of PCI equipment; and installation of PCI equipment (attached as exhibit "A"), pursuant to its Request to Qualify EVN0000005,

for a contract term commencing June 18, 2023 and ending on June 30, 2028; and

WHEREAS, pursuant to Section 2-318 (3) of the City's Purchasing Code allows for purchases and acquisitions under contracts of the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs. The City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Miami-Dade County Contract RT0620, to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts and accessories; services to include OEM repairs, inspection, testing and calibration of PCI equipment; and installation of PCI equipment, in order to benefit from already negotiated rates and enter into an agreement to procure a pump station telemetry system, in an amount not to exceed Two Hundred Ten Thousand Six Hundred Fifty-Four Dollars and Sixty Cents (\$210,654.60).

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

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

Section 2. **Authorization.** The City Commission hereby authorizes the Interim City Manager to piggyback Miami-Dade County Contract RT0620, and enter into an agreement to procure a pump station telemetry system, in an amount not to exceed Two Hundred Ten Thousand Six Hundred Fifty-Four Dollars and Sixty Cents (\$210,654.60), in the form attached hereto as Exhibit "A".

Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. **Effective Date.** This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Williams	(Yes)_____	(No) _____
Commissioner Kelley	(Yes)_____	(No) _____
Commissioner Bass	(Yes)_____	(No) _____
Vice Mayor Ervin	(Yes)_____	(No) _____
Mayor Taylor	(Yes)_____	(No) _____



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

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	09/13/2023	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:

Pump Station Telemetry System Procurement

Staff Summary:

Issue / Recommendation: A pump station telemetry system will identify sewer operating issues before they become significant. Staff recommends procurement of a pump station telemetry system.

Background: The City has used “smart covers” on its sewer system since 2017 to signal when a manhole indicates a system back-up. When this occurs, a problem has occurred which requires immediate action to mitigate the effect of the problem. Staff would like to install a pump station telemetry system which monitors many aspects of pump station operation and normally will provide an early indication of pending problems before they have an opportunity to disrupt sewer operations. This system has also been a longstanding recommendation of the County Division of Environmental Resources Management (DERM).

Current Activity: This system is one of the recommended uses of ARPA grant funding. It is recommended that the City take advantage of an opportunity to piggyback a Miami-Dade County contract (No. RTQ00620) to procure this system for \$210,654.60.

Financial Impact: Funding for this system is available in the Water-Sewer CIP Fund (Account 86-5356308) which currently has \$280,000 of ARPA funding available.

Proposed Action:

Staff recommends the City Commission authorize the Interim City Manager to procure a pump station telemetry system by piggybacking Miami-Dade County contract (No. RTQ00620) for \$210,654.60.

Attachment:

1. Agenda
2. Proof of purchase
3. Quote
4. Prequalified vendors
5. Contract award sheet



Purchase Order

Page: 1 of 1

Parks & Recreation

275 NW 2nd Street
Miami FL 33128
United States

Dispatched		Dispatch Via Print
Purchase Order	Date	Revision
PR-0000005854	11-18-2021	
Payment Terms	Freight Terms	Ship Via
Net30	Destination	Common Carrier
Buyer	Phone/ Email	Currency
Cabrera, Belkis	belkis. cabrera@miamidade.gov	USD

Supplier: 0000012518
AWC INC
6655 EXCHEQUER DR
BATON ROUGE LA 70809
United States

Ship To: 11395 SW 79ST.
Miami FL 33173
United States

Attention: Not Specified
PO Ref: Multi. Park
Telemetry-WO252893

Bill To: 111 NW 1st Street 26th
Floor
0141370230020
Miami FL 33128-1902
United States

Tax Exempt? Y

Tax Exempt ID: MIAMIDADE

Replenishment Option: Standard

Contract- RTQ-00620 Process Control & Instrumentation Equipment
Qualified and Sole Vendor (see attached) for Mission Communications
1 of 4- Sole Source Letter
2 of 4- List of 51 lift stations with locations
3 of 4- Quote from AWC Inc.
4 of 4- Lift Station Telemetry Specifications for vendor

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Install Liftstation telemetry to 51 PROS owned sewage liftstations in multiple parks throughout our park system to comply with DERM regulations for annual permitting of said liftstations. SEE ATTACHMENTS (4) Multiple park W/O# 252893- Dane Ackerman		1.00	LOT	\$299,897.30	\$299,897.30	12/16/2021

Schedule Total \$299,897.30

Contract ID: 0000006049
Total Amount: 0.000
Total Quantity: 0.00

Contract Line: 0 Release: 1
Amount Open: 0.000
Quantity Open: 0.0000

Category Line: 1

Item Total \$299,897.30

Total PO Amount \$299,897.30

Mission 123 SCADA Features: A.C. Power Monitoring, Pump Runtimes (Individual & Combined), Pump Starts, Individual Pump Alarms, Tank Level, Force Main Pressure Battery Backup High Level Alarm Status, Control Panel Access/Intrusion notification/Alarm, Runtime vs. Rainfall, Variance, RTU health & comms status, Ready Made reports, Daily Monthly, Capacity, Volumetric Flow Calculations, Tables & Graphs and Charts, Electronic Key access and Management Reports

Hardware: Mission RTUs			
SW550 Mission NEW CUSTOMER -REQUIRED ONE TIME FEE Website Setup			
QTY	PRICE	Subtotal	
1	\$250.00	\$250.00	
M152 NEMA 4X	\$2,050.00	0.00	
M152 Flatpak	\$1,900.00	0.00	
M852 NEMA 4X LIST:LS#1,2,3D,9,10,12,1E			
M853 FlatPak LIST:LS# 3,4,5,6,7,8,11C,11D,14,15,11A,11E			
I/O Expansion Modules and Safe Module Plus	7 \$2,850.00	19,950.00	
M465 Analog Input (4 Channel) Expansion Module LIST:LS#12,LS#11C	12 \$2,700.00	32,400.00	
M653 Digital Input (8 Channel) Expansion Module LIST:LS#11C (3Pumps-Master Lift Station)	19 \$710.00	13,490.00	
SPOP-12 Service LIST:LS#12,LS#11C	1 \$710.00	710.00	
	20 \$60.00	1,200.00	
OPT50 Safe Module Plus for High Level Float status when A.C. power is out	20 \$325.00	6,500.00	
LEVEL Mounting Bracket and Adaptor			
Pulsar DI 01010 Non-Contact Level Device Level monitoring (Volumetric Flow Calculations in Mission) dBI-10-10	18 \$1,125.00	20,250.00	
Pulsar DI 01010 Non-Contact Level Device Level monitoring (Volumetric Flow Calculations in Mission) dBI-10-30 (11C Master Station-longer cable required)	1 \$1,270.00	1,270.00	
Pulsar d B A 0 0 0 A C S 55 "L" bracket	19 \$95.00	1,805.00	
Pulsar d B A 0 0 0 2 adaptor 1" BSP x 20mm Adaptor, material Nylon 66 and 20mm nut	0 \$40.00	0.00	
Note: Level Instrument Powered by Mission RTU			
PRESSURE and Power Supplies			
Keller Submersible Press. Tx w/ REOTEMP DSTF 1inch, 0-100psi Gauge-Valueline	20 \$767.00	15,340.00	
SS Flow -Through pressure transmitter Manifold PMT "FNPT x 1" MNPT 1/4inch FNPT taps SEE required plugs BELOW	20 \$200.00	4,000.00	
SS 1/4in MNPT plugs	50 \$25.00	1,250.00	
Power Supply 120 to 24VDC Phoenix Contact PX1088491 Part # STEP3-RS/1AC/240C/2.5/PT \$55 19	22 \$70.00	1,540.00	
Ford Corporation Stop Valve FB-600-4-NL w/Flare fitting	3 \$250.00	750.00	
Power Supplies, Batteries, Switches			
AC to Dry Contact Relays (for Pump Fault inputs overload Phoenix Contact PX2966197 (PX29966032)	45 \$30.00	1,350.00	
PW429 SPARE RTU Power Supply -Transformer 120vac to 12vac	2 \$40.00	80.00	
PW443 SPARE 5 amp Hr Backup Battery	2 \$50.00	100.00	
Plunger Switches for control panel access	20 \$75.00	1,500.00	
RF414C 20FT Antenna Cable extension	1 \$215.00	215.00	
Hardware Total		123,950.00	
CELL SERVICE, Installation and Configuration Labor			
SPI50-12	0 \$347.40	0.00	
SP850-12	19 \$563.40	10,704.60	
SPI50-24 Cell Service Two years 10% Discount	0 \$625.20	0.00	
SP850-36 Cell Service Two years 15% Discount	0 \$1,015.00	0.00	
Labor			
Site Configuration I/O Mapping & Startup and Training	19 \$750.00	14,250.00	
Tapping -plastic coated ductile iron tapping saddles with dual 304SS straps paired with brass full port corporation stop valves, LS#3&5 no need for tap, LS#12 needs 2 tap	17 \$1,500.00	25,500.00	
Installation RTUs, Level and Pressure Installation ELECTRICAL CONTRACTOR JIM Electric	19 \$1,750.00	33,250.00	
Labor by Electrician Includes Supplies (See Note Below) * ELECTRICAL CONTRACTOR JIM Electric			
ESTIMATED SHIPPING		3,000.00	
* Electrical Supplies: conduit, conduit and wiring cuts from valve to RTU and from RTU to pump control panel will be less than 100ft. Conduit runs and wiring longer 50ft may incur additional costs.			
Project Grand Total		210,654.60	

1,550.00 ACCOUNT & SPARES
 11,100.40 16
 10,950.40 15
 10,950.40 14
 13,687.40 12
 10,950.40 11D
 12,110.40 11C
 10,950.40 11B
 10,950.40 11A
 11,100.40 10
 11,100.40 9
 10,950.40 8
 10,950.40 7
 10,950.40 6
 9,950.40 5
 9,450.40 4
 11,100.40 3D
 9,700.40 3
 11,100.40 2
 11,100.40 1
 210,654.60

ROADMAP

BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: June 30, 2023

CONTRACT ADMINISTRATOR: Sherry Y. Crockett, sherry.crockett@miamidade.gov, 305.375.4693

I. OVERVIEW:

This Request to Qualify (RTQ) will be used to purchase original equipment manufacturer (OEM) process control and instrumentation (PCI) equipment, parts, and accessories under Group A; services to include OEM repairs, inspection, testing and calibration of PCI equipment under Group B; and installation of PCI equipment under Group C, for multiple Miami-Dade County departments. Supplier/Vendor submittals are accepted throughout the term of the RTQ for placement in such Pool.

II. TERM

The term of the Pool is sixty (60) months from June 18, 2023 through June 30, 2028. The Pool shall remain open for the term of the RTQ, enabling Vendors to be pre-qualified at any time during the term.

User Departments: *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*

III. PREQUALIFIED VENDORS:

The following vendors have been pre-qualified to provide process control and instrumentation equipment, parts, and accessories which includes repair services, inspection, testing and calibration of equipment and installation services for the *Miami Dade Water & Sewer Department (WASD), Parks, Recreation and Open Spaces (PROS) and Regulatory Economic Resources (RER)*.

Vendor Name	Address	Contact	Email	Phone	Groups
Accutech Instrumentation, Inc.	6500 Bowden Road Suite 304 Jacksonville, FL 32216	Enrique J. Rueda	enrique@accutech.net	305.331.5683	A & B
AWC, Inc.	6655 Exchequer Road Baton Rouge, LA 70809	Jim Davis	Jim.davis@awc-inc.com	561.777.0303	A, B & C
CL2 Solutions, LLC	2020 Heartland Circle Valrico, FL 33594	Jason Erskine	jason@cl2solutions.com	813.629.2720	A, B & C
Conde Process Control, LLC	14609 SW 153 rd Place Miami, FL 33196	Laurent Conde	laurent@condeprocess.com	305.219.6816	A, B and C
DMT Instruments, LLC	815 N McGowan Avenue Crystal, FL 34429	David Morrissey	sales@dmtinstruments.com	407.488.4598	A & B
Fluid Control Specialties, LLC	111 Maritime Drive Sanford, FL 32771	Robert Whritenour	rwhritenour@fc-spec.com	407.579.5000	A, B and C
Gilson Engineering Sales of Florida, Inc.	1038 NE 35 th Avenue Homestead, FL 33033	Luis Aristeiguieta	la@gilsoneng.com	305.916.0590	A & B
Hach Company	5600 Lindberg Drive Loveland, CO 80538	Glenn Machado	gmachado@hach.com	970.214.9094	A & B
Hadronex, Inc./dba/SmartCover Systems	2110 Enterprise Street Escondido, CA 92029	Maureen C. Fox	mfox@smartcoversytem.com	855.291.1980 Ext 211	A, B and C

ROADMAP

BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: June 30, 2023

Vendor Name	Address	Contact	Email	Phone	Groups
Lewis & Associates, Inc.	PO Box 16518 Tampa, FL 33687	Nancy Cobb	ncobb@la-fl.com	813.986.8450	A & B
Nova Water and Sewer Supplies, LLC	5409 NW 74th Avenue Miami, FL 33166	Vincent Bolinches	vbolinch@novawaterweb.com	305.900.3909	A, B and C
PRO-CO, Inc.	910 Belle Avenue Suite 1000 Winter Springs, FL 32708	Bill Grabe	bgrabe@aol.com	407.830.6969	A & B
PSI Technologies, Inc.	3520 Investment Lane Unit 3 Rivera Beach, FL 33404	Brian Gretzinger	brian@psi-techinc.com	305.998.1371	A
Quinn Associates Group, Inc.	309 N. Howard Avenue Tampa, FL 33606	Paul Quinn	paul@quinnassociates.com	813.254.5211	A
TriNova, Inc.	4485 Laughlin Drive S Mobile, AL 36693	Mainara Costa	Mainara.costa@trinovai.com	863.682.4500 Ext 1086	A, B and C

IV. MANUFACTURERS LIST

Refer to Roadmap Attachment

V SPOT MARKET QUOTE PROCEDURES

Prior to advertisement

Prior to advertising an ITQ or WOPR, Departments are reminded that:

- Ensure you are using the latest ITQ template: <https://intrax.miamidade.gov/procurement/library/itq-solicitation-template.pdf>
- Ensure you are inviting all applicable vendors to participate in the ITQ or WOPR. Unless bidding to a specific group or as otherwise outlined in the RTQ, all vendors shall be invited to participate in the ITQ or WOPR.
- Insurance Requirements, if necessary, should be detailed in the subsequent spot market solicitation. All ITQs and WOPRs shall be sent to Risk Management (Maxine Lodenquai, Maxine.Lodenquai@miamidade.gov) for review of applicable insurance requirements, prior to issuing the ITQ/WOPR. The requirements provided by Risk Management must be included in your ITQ/WOPR.
- All ITQs and WOPRs must be submitted to the Small Business Division of the Internal Services Department (Laurie Johnson, Laurie.Johnson@miamidade.gov) for Small Business Enterprise measures and wage requirements prior to issuing the ITQ/WOPR. The measures and wage requirements provided by Small Business must be included in your ITQ/WOPR.
- All ITQs must be posted to the Cone of Silence Log located here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index>

Prior to award recommendation

Prior to making an award, Departments are reminded that:

- Obtain a signed Non-Collusion Affidavit from the vendor to be recommended for award if the award value exceeds \$250,000. The Collusion Affidavit shall list all vendors that participated in the process.
- Check that the recommended vendor is responsible; including checking the pre-award Vendor Website at <http://intra.miamidade.gov/procurement/vendor-compliance.asp> . Departments may want to include a check of the vendor's performance history in BTS. (Go to Vendors Home Page, click on Registered Vendors, locate the vendor, in that vendor's profile, click on the Non.Perf.Hist. button.)
- Check that the vendor has the applicable insurance on file in the Risk Management database. If not, seek an insurance certificate for the proper coverages and return a copy to Risk Management.

ROADMAP**BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION**Updated: June 30, 2023**At Award Recommendation**

- Pursuant to Section 2-11.1(t) of the County Code, all ITQs and WOPRs are subject to the Cone of Silence. Once an award recommendation is made, the department issuing the ITQ shall log onto the Cone of Silence Report and remove the project here: <https://intrax.miamidade.gov/apps/ISD/SBDCOS/Home/Index> .
- In your notice to participants of the quote results, copy the Clerk of the Board (clerkbcc@miamidade.gov) and include language advising the vendor that the Cone of Silence is lifted.
(sample language - In accordance with the referenced solicitation, and Section 2-8.4 of the Code of Miami-Dade County, you are hereby notified that the ___ department, recommends award of this quote to:_____. Our provision of this notice also serves to confirm the lifting of the Cone of Silence from this procurement action as dictated by Section 2-11.1(t) of the County Code.)
- When the award value exceeds \$25,000, allow for a three (3) business day protest period, beginning the day after the award recommendation is posted with the Clerk and notification is sent to all participants.

It is the responsibility of the user Department Director to ensure compliance with the above-mentioned procedures. Purchases under this pool will be subject to random review or audit by County authorities, including but not limited to, the Strategic Procurement Department, Audit and Management, and the Office of the Inspector General.



ROADMAP

BID NO. EVN0000005, PROCESS CONTROL AND INSTRUMENTATION EQUIPMENT- PREQUALIFICATION

Updated: June 30, 2023

V. EVENT LOG

NO.	DATE ISSUED	DESCRIPTION	Officer
3	06/30/2023	Added vendors AWC, Inc. and Gilson Engineering Sales of South Florida, Inc. to the pool	Sherry Y. Crockett
2	06/23/2023	Conde Process Control, LLC has added an additional manufacturer Schneider Electric. See roadmap attachment.	Sherry Y. Crockett
1	06/22/2023	Added vendors CL2 Solutions, LLC, Lewis & Associates, Inc., Pro-Co, Inc., and Quinn Associates Group, Inc. to the pool	Sherry Y. Crockett

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE PURCHASE OF A GODWIN S SERIES SMART BYPASS PUMP; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, failure of Pump Station 16 within the City of Opa-Locka ("City") necessitated emergency procurement of a high function bypass pump; and

WHEREAS, the Interim City Manager of the City of Opa-Locka recommends the City Commission ratify the procurement a Godwin S Series Smart; and

WHEREAS, bypass pumps are utilized to allow a pump station to continue functioning when there is a failure in the installed equipment that would otherwise place the pump station out of operation, creating significant problems in the management of wastewater;

WHEREAS, the City's inventory of bypass has been manually operated equipment requiring ongoing staff presence and is incapable of operating for longer periods. Additionally, this equipment has not been capable of providing the information that the Miami-Dade County Department of Environmental Resources Management (DERM) requires the City to provide in monitoring City operations; and

WHEREAS, Pump Station 16 is an older pump station which recently suffered an operational failure and needed to be bypassed on a continuous basis until repairs could be made; and

WHEREAS, this station services a manufacturing facility, which has made its continuous operation crucial; and

WHEREAS, the bypass pumps that the City had at the time of this pump station failure were incapable of providing the sustained operation necessary to keep the pump station in operation until repairs could be made; and

WHEREAS, to ensure this pump station continued in operation until repaired, a high function bypass pump was procured on an emergency basis in the amount of Fifty-Five Thousand Four Hundred Seventy-One Dollars and Eighty Cents (\$55,471.80) from Xylem, Inc.; and

WHEREAS, the procurement was obtained through the Florida Sheriffs Association Contract, which provides a broad range of vehicles and equipment that have been established through negotiations between that organization and vendors throughout the State; and

WHEREAS, as noted, the procured bypass pump includes the telemetry to capture and transmit information required by DERM; and

WHEREAS, the City Commission finds it in the best interest of the City and its

residents to ratify the purchase of a Godwin S Series Smart Bypass Pump, as described herein.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the purchase of a Godwin S Series Smart Bypass Pump, as described herein.

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

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass _____

Commissioner Kelley _____

Commissioner Williams _____

Vice Mayor Ervin _____

Mayor Taylor _____



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:			
City Manager:	Darvin E. Williams		CM Signature:			
Commission Meeting Date:	09/13/2023		Item Type: (Enter X in box)	Resolution	Ordinance	Other
				X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X					
			Public Hearing: (Enter X in box)	Yes	No	Yes
					X	X
Funding Source: Account# :35-535640 Enterprise Fund	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)	Yes		No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:Piggyback			
	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: Public Works Sewer Division	City Manager		

Short Title:

A resolution of the City Commission ratifying the purchase of a Godwin S Series Smart Bypass Pump

Staff Summary:

Issue / Recommendation: Failure of Pump Station 16 necessitated emergency procurement of a high function bypass pump. Staff recommends the City Commission ratify the procurement a Godwin S Series Smart Bypass Pump

Background: Bypass pumps are utilized to allow a pump station to continue functioning when there is a failure in the installed equipment that would otherwise place the pump station out of operation, creating significant problems in the management of wastewater. The City's inventory of bypass has been manually

operated equipment requiring ongoing staff presence and incapable of operating for longer periods. Additionally, this equipment hasn't been capable of providing the information the County Department of Environmental Resources Management (DERM) requires the City to provide in monitoring City operations.

Current Activity: Pump Station #16 is an older pump station which recently suffered an operational failure and needed to be bypassed on a continuous basis until repairs could be made. This station services a manufacturing facility which has made its continuous operation crucial. The bypass pumps the City had at the time of this pump station failure were incapable of providing the sustained operation necessary to keep the pump station in operation until repairs could be made.

To ensure this pump station continued in operation until repaired, a high function bypass pump was procured on an emergency basis for \$55,471.80. The procurement was obtained through the Florida Sheriffs Association Contract which provides a broad range of vehicles and equipment that has been established through negotiations between that organization and vendors throughout the State. As noted, this bypass pump includes the telemetry to capture and transmit information required by DERM.

Financial Impact: This procurement was funded through the Sewer Division Machinery and Equipment Account – 35-535640.

Proposed Action:

Staff recommends the City Commission ratify the emergency procurement of a Godwin S Series Smart Bypass Pump for \$55,471.80 based on the Florida Sheriffs Association Bid FSA20-EQU18.0, Heavy Equipment Build Sheets

Attachment:

1. Agenda
2. Sale Quotation
3. Purchase Order
4. Sheriffs Association Contract FSA20-EQU18.0
5. Xylem Invoice
6. Purchase Order

Bid Award

Contract: FSA20-EQU18.0, Heavy Equipment

Group: PUMP: 6 Inch Mobile Pump Package

Item: 272, Godwin, CD 150S, CD 150S

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options
Northern	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options
Central	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options
Southern	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options

Specification Number	Code	Description	Price - All Zones
272	CD100S- 24HP	Downgrade to 4" CD100S RGT 24HP Yanmar 3TNV88F-FT4 - DEDUCT	12096
272	CD100S	Downgrade to 4" CD100S RGT Yanmar 3TNV88F-FT4 - DEDUCT	4692
272	CD103M	Downgrade to 4" CD103M RGT Isuzu 4LE2T-FT4 - DEDUCT	4635
272	NC100S	Downgrade to 4" NC100S RGT Yanmar 3TNV88C-FT4 - DEDUCT	1462
272	CD150S	Downgrade to 6" CD150S RGT 50HP Motor - DEDUCT	18500
272	Flygt 2670.181	Downgrade to Flygt 2670.181 27HP 460V Motor W/ Manual Control Panel - DEDUCT	26219
272	Double Diaphragm	Downgrade to 4" Double Diaphragm Pump - DEDUCT	26631
272	CD103M-CS	Upgrade to 4" CD103M SAE Trailer Mounted 4LE2T-FT4 - ADD	10869
272	CD140M	Upgrade to 4" CD140M RGT JCB TCAE-93 FT4 - ADD	22368
272	CD140M -CS	Upgrade to 4" CD140M SAE Trailer Mounted JCB TCAE-93 FT4 - ADD	41094
272	CD150S-CS	Upgrade to 6" CD150S SAE Global Canopy Series 6 Trailer Kit Isuzu 4LE2X FT4 - ADD	6678
272	CD160M	Upgrade to 6" CD160M RGT John Deere 4045HFC04 FT4 - ADD	43468
272	CD160M-CS	Upgrade to 6" CD160M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	70624
272	CD225M	Upgrade to 8" CD225M RGT JCB TCAE-93 FT4 - ADD	23636
272	CD225M-CS	Upgrade to 8" CD225M SAE Trailer Mounted JCB TCAE-93 FT4 - ADD	40415
272	CD180M	Upgrade to 8" x 6" CD180M RGT John Deere 4045HFC04 FT4 - ADD	47263
272	CD180M-CS	Upgrade to 8" x 6" CD180M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	73741
272	CD250M	Upgrade to 10" CD250M RGT John Deere 4045HFC04 FT4 - ADD	37807
272	CD250M-CS	Upgrade to 10" CD250M SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	64632
272	DPC300	Upgrade to 12" DPC300 RGT John Deere 4045HFC04 FT4 - ADD	60401
272	DPC300-CS	Upgrade to 12" DPC300 SAE Trailer Mounted John Deere 4045HFC04 FT4 - ADD	101131
272	CD300M	Upgrade to 12" CD300M RGT Caterpillar C7.1 FT4 - ADD	93379
272	CD300M-CS	Upgrade to 12" CD300M SAE Trailer Mounted Caterpillar C7.1 FT4 - ADD	137054
272	NC100S-CS	Upgrade to NC100S SAE Trailer Mounted Yanmar 3TNV88C FT4 - ADD	15512
272	NC150S	Upgrade to 6" NC150S Series 6 Trailer Kit Isuzu 4LE2X FT4 - ADD	7695
272	NC150S-CS	Upgrade to 6" NC150S SAE Global Canopy Series 6 Trailer Kit Isuzu 4LE2X FT4 - ADD	12678
272	CS100S-CS 24HP	Upgrade to 4" CD100S SAE Trailer Mounted Yanmar 24HP 3TNV88F-FT4 - ADD	6630
272	CD100S-CS	Upgrade to 4" CD100S SAE Trailer Mounted Yanmar 3TNV88C-FT4 - ADD	10667
272	CD150MV	Upgrade to 6" CD150MV 120 CFM RGT JCB TCAE-55 FT4 - ADD	14018
272	CD150MV-CS	Upgrade to 6" CD150MV 120 CFM SAE Trailer Mounted JCB TCAE-55 FT4 - ADD	35756
272	Heidra 150MR	Upgrade to Heidra 150MR Pump Package RGT Isuzu 4LE2T FT4 - ADD	7171
272	GRL200	Upgrade to 8" GRL200 Rotary Lobe Isuzu 4LE2T FT4 Engine, RGT - ADD	14204
272	GRL200-CS	Upgrade to 8" GRL200 Rotary Lobe Isuzu 4LE2T FT4 Engine, RGT - ADD	32631
272	HL225M	Upgrade to 10" x 8" HL225M RGT Caterpillar C9.3 FT4 - ADD	122950
272	HL225M-CS	Upgrade to 10" x 8" HL225M SAE Skid Mounted Caterpillar C9.3 FT4 - ADD	149581
272	HL250M	Upgrade to 12" x 10" HL250M Skid Mounted Caterpillar C15 FT4 - ADD	187348
272	HL250M-CS	Upgrade to 12" x 10" HL250M SAE Skid Mounted Caterpillar C15 FT4 - ADD	211920
272	CD400M	Upgrade to 18" CD400M Skid Base Caterpillar C9.3 FT4 - ADD	168638
272	CD400M-CS	Upgrade to 18" CD400M SAE Skid Base Caterpillar C9.3 FT4 - ADD	216685
272	CD500M	Upgrade to 24" x 18" CD500M Skid Base Caterpillar C15 FT4 - ADD	234288
272	CD500M-CS	Upgrade to 24" x 18" CD500M SAE Skid Base Caterpillar C15 FT4 - ADD	257948

272	NC100S	Upgrade to 4" NC100S Skid Yanmar Emergency Standby 3TNV88BDSA IT4 UL Rated Fuel Tank - ADD	14354
272	CD103M	Upgrade to 4" CD103M Skid Mitsubishi Emergency Standby S4Q2VSC IT4 UL Rated Fuel Tank - ADD	11544
272	CD150S	Upgrade to 6" CD150S Skid John Deere Emergency Standby 4045T290 IT4 UL Rated Fuel Tank - ADD	3319
272	NC150S	Upgrade to 6" NC150S Skid John Deere Emergency Standby 4045T290 IT4 UL Rated Fuel Tank - ADD	6218
272	CD160M	Upgrade to 6" CD160M Skid John Deere Emergency Standby 6068H285 T3 UL Rated Fuel Tank - ADD	43242
272	CD225M	Upgrade to 8" CD225M Skid John Deere Emergency Standby 4045HF280 T3 UL Rated Fuel Tank - ADD	18564
272	VFD	Optional 200HP Variable Frequency Drive 460V 3 Phase	38631
272	Road Ramp	Optional 6" x 12' Road Ramp W/ 150# Flange	2697
272	ACCE0025	Optional PrimeGuard Control Panel - Included with FT4 Engines	1530
272	ACCE0005	Optional Block Heater 110 Volt	140
272	CAPGMA005	Optional Two Float Assembly for PrimeGuard	392
272	CALVMA003	Optional Level Transducer for PrimeGuard	1139
272	ACCE0016	Optional AC/DC Inverter	1043
272	ACCE0009	Optional Single Gang GFCI Duplex Receptacle	331
272	ACCE0010	Optional Double Gang GFCI Duplex Receptacles	435
272	ACCE0007	Optional 70 Amp Circuit Breaker Panel (required for GFCI)	644
272	ACCB0060	Optional (4) 12/24V Halogen Work Lights w/Timers	1087
272	ACCB0020	Optional (1) 12/24V Light Mounted Over PG w/Timer	679
272	ACCE0024	Optional Auto Throttle	1174
272	ACCE0004	Optional Battery Charger - 12 Volt Trickle	366
272	ACCE0030	Optional Solar Battery Charger	714
272	FPS80	Optional Reverso FPS80 Fuel Polishing System	3675
272	ACCB0027	Optional Spare Tire - Mounted on back of Trailer	227
272	HSWS040020QDS	Optional 4" x 20' Black Water Suction Hose w/ Quick Disconnect Fittings	277
272	HSDS040050QDD	Optional 4" x 50' Godwin Orange Discharge Hose w/ Quick Disconnect Fittings	535
272	HSWS060020QDS	Optional 6" x 20' Black Water Suction Hose w/ Quick Disconnect Fittings	494
272	HSDS060050QDD	Optional 6" x 50' Godwin Orange Discharge Hose w/ Quick Disconnect Fittings	858
272	HSWS080020QDS	Optional 8" x 20' Black Water Suction Hose w/ Quick Disconnect Fittings	1026
272	HSDS080050QDD	Optional 8" x 50' Godwin Orange Discharge Hose w/ Quick Disconnect Fittings	1455
272	HSWS040020CGS	Optional 4" x 20' Black Water Suction Hose w/ Cam & Groove Fittings	186
272	HSDS040050CGD	Optional 4" x 50' Godwin Orange Discharge Hose w/ Cam & Groove Fittings	526
272	HSWS060020CGS	Optional 6" x 20' Black Water Suction Hose w/ Cam & Groove Fittings	505
272	HSDS060050CGD	Optional 6" x 50' Godwin Orange Discharge Hose w/ Cam & Groove Fittings	871

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch's Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat's Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems

Bid Award

Contract: FSA20-EQU18.0, Heavy Equipment

Group: PUMP: 6 Inch Mobile Pump Package

Item: 272, Godwin, CD 150S, CD 150S

Zone	Rank	Vendor	Price	Percent:	Build File	Options File
Western	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options
Northern	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options
Central	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options
Southern	Primary	Xylem Dewatering Solutions, Inc.	\$47,765.00	20.00%	Build	Options

CITY HALL
780 FISHERMAN STREET, 4TH FLOOR
OPA-LOCKA, FL 33054
Tel: 305-953-2868

PAGE NO. 1

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20100
XYLEM DEWATERING SOLUTIONS, INC.
26717 NETWORK PLACE
CHICAGO IL 60673-1286

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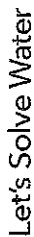
PUBLIC WORKS DEPARTMENT
CITY OF OPA-LOCKA
12950 LEJEUNE ROAD
OPA-LOCKA, FL 33054
ATTN: OWEN CARNEY/K. PHILLIPS

ORDER DATE: 04/18/23		BUYER: CITY OF OPA-LOCKA		REQ. NO.: 23002208		REQ. DATE: 04/12/23	
TERMS: NET 30 DAYS			F.O.B.:		DESC.: SILENCED DIESEL PUMP W/TR		
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION		
01	1.00		QUOTE #145008854 DATE 11/09/2022 MODEL CD150S-CRITICALLY SILENCED DIESEL PUMP W/TRAILER (SEE ATTACHED QUOTE)	55471.8000	55,471.80		
						PAGE TOTAL \$ 55,471.80	
						TOTAL \$ 55,471.80	
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PREPAY ALL FREIGHT & ADD TO INVOICE FURNISHING BILL OF LADING. PO NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, & CORRESPONDENCE. IMPORTANT: Email Invoice in DUPLICATE showing Purchase Order to Finance Department - payables@opalockaff.gov immediately upon delivery.		
01	35	535640	55,471.80				

See Reverse Side For Additional Information.

APPROVED BY

DIRECTOR OF PURCHASING



Invoice

Branch 045
1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270
Fax: 954-283-5271

Remit to: Xylem Dewatering Solutions, Inc.
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

ИЗДАНИЕ

BY: PHD

05/05/2023

City of Opa Locka
780 Fishermans St.
Opa Locka, FL 33054-3806

City of Opa Locka
12950 Lejeune Rd
Public Works Department
Opa Locka, FL 33054-3806

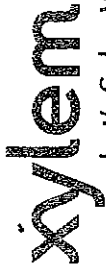
NOTE: Valued customers, please note the NEW remit address change included on this invoice.

Cons. No.	Invoice Date	Invoice No.
00122665	04-28-2023	401248400

Page 2 of 2

Customer PO	Order Entry	Contract Date	Contract Price	Contract Qty	Contract Unit	Contract Desc	Contract Price	Contract Qty	Contract Unit	Contract Desc
23001717	Mr. Owen Carney, Sr.	04-19-2023	04-28-2023	245004398	Michael Cook	Michael Cook	Net 30			
• Axle with Electric Brakes, and Wiring Harness • Fits Global Canopies S/N: 1K9BB1116PL392028 E-Code: 244264 PrimeGuard Float Set • w/ 65' Mechanical Floats DELIVERY MOTOR FRT BR 045 PARTIAL LOAD Delivery Zone 2 - Rollback These goods or services have been received, found to be satisfactory and this invoice is approved for payment PO/AC# _____ Pay \$ _____ Signed _____ Closed PO _____										
CAPGMA005				1	1	0	392.00			392.00
PDELIVERYFRT045				1	1	0	0.00			0.00
DZONE02ROLLBACK				1	1	0	0.00			0.00
ALL PAST DUE INVOICES ARE SUBJECT TO 1 1/2% PER MONTH SERVICE CHARGE Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.										
Merchandise \$ 55,471.80 Services \$ 0.00 Taxes \$ 0.00 Total Invoice \$ 55,471.80										

Page 648 of 937



Let's Solve Water



Sold by:

Invoice

Branch 045
1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270
Fax: 954-283-5271

Remit to:
26717 Network Place
Chicago, IL 60673-1267
Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.

SOLO
BY: PWD
05/05/2023
S H I P T O
City of Opa Locka
780 Fishermans St.
Opa Locka, FL 33054-3806

City of Opa Locka
12950 Lejeune Rd
Public Works Department
Opa Locka, FL 33054-3806

Invoice No.	Invoice Date	Invoice No.
00122665	04-28-2023	401248400

Page 1 of 2

Customer PO	Order Entry	Contact Name	Date Shipped	Sub Contract	Sales Representative	Order Entry	Payment Method
23001717	Mr. Owen Carney, Sr.	04-19-2023	04-28-2023	245004398	Michael Cook	Michael Cook	Net 30
DESCRIPTION							
PMCD060DCN284	Dri-Prime CD150S Critically • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted, • Spill Containment, 110% Fuel Containment • Pump Options • 6" MCG x 150#FL Mounting Kit • Mounted on Discharge • 6" FCG x 150#FL Mounting Kit • Mounted on Suction Pumpend S/N: 23095564-5 Engine S/N: 891202 Base S/N: K230102 FST IMEI: 30023403111280 E-Code: 237231						
TRGLNA000009	Xylem Global Series 6 Trailer Kit • with Bolt on Tongue, Fenders,						
	1	1	0	49,730.20	49,730.20		49,730.20
	1	1	0	276.80	276.80		276.80
	1	1	0	360.00	360.00		360.00
	1	1	0	4,712.80	4,712.80		4,712.80

ALL PAST DUE INVOICES ARE SUBJECT TO
1 1/2% PER MONTH SERVICE CHARGE

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.



RECEIVED

APR 12 2023

BY: PMID
04/12/2023

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270
Fax: 954-283-5271
www.godwinpumps.com

November 9, 2022

Mr. Owen Carney, Sr.
City of Opa Locka
780 Fishermans St.
Opa Locka, FL 33054-3806

Phone: 305-953-2828
Email: ocarney@opalockafl.gov

RE: CD150S-CS
Sale Quotation 145008854

REQ. #23002208

Dear Mr. Carney, Sr.:

20160

Thank you for your interest in Xylem Dewatering Solutions, Inc and our Godwin Pumps line of Dri-Prime pumps.

As requested, please see the attached sale pricing for our CD150S Critically Silenced Diesel Pump with trailer and requested options.

The CD150S model is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control (requires monthly charge). In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability.

The Critically Silenced unit is engineered from start to finish for quiet operation. The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

The pricing is based on the Florida Sheriff's Contract #FSA20-EQU18.0, Item #272. There are no delivery / freight charges when utilizing the FSA Contract.

Should you require further information or have any questions, please do not hesitate to contact me.

Sincerely,

Michael Cook
Outside Sales Representative

MC / gy

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 • www.godwinpumps.com • (856) 467-3636 • (856) 467-4841

November 9, 2022
City of Opa Locka
Attention: Mr. Owen Carney, Sr.
Sale Quotation # 145008854
Page 2 of 2

1201 NW 18th Street
Pompano Beach, FL 33069
Tel: 954-283-5270



SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	1	Dri-Prime CD150S Critically	\$ 49,730.20	\$ 49,730.20
		• Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted, • Spill Containment, 110% Fuel Containment • Pump Options • 6" MCG x 150#FL Mounting Kit • Mounted on Discharge • 6" FCG x 150#FL Mounting Kit • Mounted on Suction	276.80	276.80
			360.00	360.00
B	1	Global Series 6 Trailer Kit	4,712.80	4,712.80
		• with Bolt on Tongue, Fenders, • Axle with Electric Brakes, • and Wiring Harness • Fits N32-10374		
C	1	PrimeGuard Float Set	392.00	392.00
		• w/ 65' Mechanical Floats		
Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.				
NET SALE TOTAL				\$ 55,471.80
DELIVERY CHARGE				0.00

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: City of Opa Locka

Attention: Mr. Carney

Date: 11/09/2022 Quote #145008854

CONTRACT DETAILS

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION
 BID #: FSA20-EQU18.0
 SPECIFICATION #: 272, 6 INCH MOBILE PUMP PACKAGE
 EFFECTIVE: OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

CONTRACT PRICING - CD150S-CS

		QTY	UNIT PRICE	
BASE	BASE BID - Godwin CD150S 6" FT4 Dri-Prime Diesel Pump	1	47,765.00	47,765.00
ADD	Upgrade to CD150S-CS Trailer Mounted FT4 Isuzu, Sound Attenuated Enclosure	1	6,678.00	6,678.00
CONTRACT PRICING TOTAL				54,443.00

SPECIFIED OPTIONS

		QTY	UNIT PRICE	
ACCE0030	PrimeGuard Controller	1	Included w/ FT4	0.00
CAPGMA005	PrimeGuard Float Set	1	392.00	392.00
SUB TOTAL				392.00
SPECIFIED OPTIONS TOTAL				392.00

NON-SPECIFIED OPTIONS

		QTY	UNIT PRICE	
	6" MCG x 4" FL Adapter - for discharge	1	346.00	346.00
	6" FCG x 4" FL Adapter - for suction	1	450.00	450.00
SUB TOTAL				796.00
20%	Contract Discount		LESS	159.20
NON SPECIFIED OPTIONS TOTAL				636.80

TOTAL

55,471.80

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

REQ. # 23002208

26717 DEWATERING SOLUTIONS, INC.
CHICAGO, IL 60673-1286

SUPERIOR
DATE: 04/12/2023
TIME: 14:37:51

CITY OF OPA LOCKA
DETAIL EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTAIL

SELECTION CRITERIA: expmgr.key_orgn='35'
ACCOUNTING PERIOD: 7/23

SORTED BY: FUND, FUNCTION, ACTIVITY
TOTALLED ON: FUND, FUNCTION, ACTIVITY
PAGE BREAKS ON: FUND

FUND - 440 - WATER AND SEWER FUND

ORGANIZATION / ACCOUNT / TITLE

	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE
440-5300-535-504 513110 SEWER SERVICES SALARIES EXEC	.00	.00	.00	.00	.00
440-5300-535-504 535110 SEWER SERVICES SALARIES - EX	.00	.00	.00	.00	.00
440-5300-535-504 535120 SEWER SERVICES SALARIES - RE	342,592.00	.00	.00	55,415.17	287,176.83
440-5300-535-504 535140 SEWER SERVICES SALARIES - OV	5,000.00	.00	.00	3,632.89	1,367.11
440-5300-535-504 535210 SEWER SERVICES FICA	26,710.00	.00	.00	4,174.05	22,535.95
440-5300-535-504 535220 SEWER SERVICES RETIREMENT	41,577.00	.00	.00	.00	41,577.00
440-5300-535-504 535230 SEWER SERVICES LIFE AND HEAL	58,694.00	.00	.00	.00	58,694.00
440-5300-535-504 535311 SEWER SERVICES EMPLOYEE PHYS	.00	.00	.00	.00	.00
440-5300-535-504 535312 SEWER SERVICES OTHER PROFESS	344,000.00	.00	114,005.14	251,246.64	-21,251.78
440-5300-535-504 535340 SEWER SERVICES OTHER CONTRAC	160,000.00	.00	77,538.08	44,945.08	37,516.84
440-5300-535-504 535341 SEWER SERVICES UNIFORM RENTA	1,300.00	.00	232.32	387.87	679.81
440-5300-535-504 535430 SEWER SERVICES ELEC/GAS/WATE	99,100.00	.00	12,512.69	35,015.75	51,571.56
440-5300-535-504 535432 SEWER SERVICES SEWAGE DISPOS	3,117,826.00	.00	393,555.47	1,108,956.66	1,615,313.87
440-5300-535-504 535440 SEWER SERVICES RENTALS & LEA	10,000.00	.00	1,383.25	3,803.85	4,812.90
440-5300-535-504 535441 SEWER SERVICES INFORMATION T	.00	.00	.00	.00	.00
440-5300-535-504 535442 SEWER SERVICES INSURANCE CHA	.00	.00	.00	.00	.00
440-5300-535-504 535449 SEWER SERVICES VEHICLE SERVI	.00	.00	.00	.00	.00
440-5300-535-504 535461 SEWER SERVICES REPAIRS - BLD	.00	.00	.00	.00	.00
440-5300-535-504 535493 SEWER SERVICES GENERAL EXPEN	5,000.00	.00	.00	524.70	4,475.30
440-5300-535-504 535520 SEWER SERVICES OPERATING EXP	.00	.00	.00	.00	.00
440-5300-535-504 535521 SEWER SERVICES CLOTHING & ON	2,000.00	.00	858.78	.00	.00
440-5300-535-504 535523 SEWER SERVICES MAINTENANCE	18,500.00	1,898.87	7,019.65	3,150.67	1,141.22
440-5300-535-504 535525 SEWER SERVICES CHEMICAL SUPP	5,000.00	.00	.00	.00	8,329.68
440-5300-535-504 535542 SEWER SERVICES DEBT DUE TO M	.00	.00	.00	.00	5,000.00
440-5300-535-504 535555 SEWER SERVICES SMALL TOOLS &	4,000.00	.00	995.63	324.00	2,680.37
440-5300-535-504 535630 SEWER SERVICES IMPROV OTHER	.00	.00	.00	.00	.00
440-5300-535-504 5356304 SEWER SERVICES LIFT STATION	.00	.00	.00	.00	.00
440-5300-535-504 5356330 SEWER SERVICES ZONE 1 ROAD	.00	.00	.00	.00	.00
440-5300-535-504 5356331 SEWER SERVICES ZONE 2 ROAD	.00	.00	.00	.00	.00
440-5300-535-504 5356333 SEWER SERVICES ZONE 6 ROAD	.00	.00	.00	.00	.00
440-5300-535-504 535640 SEWER SERVICES MACHINERY & E	192,000.00	.00	4,655.00	67,167.88	120,177.12
440-5300-535-504 535646 SEWER SERVICES COMPUTER EQUI	.00	.00	.00	.00	.00
440-5300-535-504 535648 SEWER SERVICES AUTOMOTIVE LE	.00	.00	.00	.00	.00
440-5300-535-504 535916 SEWER SERVICES RESERVE SICK/	.00	.00	.00	.00	.00
440-5300-535-504 581940 SEWER SERVICES WATER AND SEW	4,433,299.00	1,898.87	612,756.01	1,578,745.21	2,241,797.78
TOTAL ACTIVITY - SEWER/WASTEWATER SERVICE	4,433,299.00	1,898.87	612,756.01	1,578,745.21	2,241,797.78
TOTAL FUNCTION - PHYSICAL ENVIRONMENT	4,433,299.00	1,898.87	612,756.01	1,578,745.21	2,241,797.78
TOTAL FUND - WATER AND SEWER FUND	4,433,299.00	1,898.87	612,756.01	1,578,745.21	2,241,797.78
TOTAL REPORT	4,433,299.00	1,898.87	612,756.01	1,578,745.21	2,241,797.78

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE PURCHASE OF TWO SUBMERSIBLE PUMPS FOR PUMP STATION #1; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Pump Station 1 within the City of Opa-Locka ("City") suffered catastrophic pump failure to both submersible pumps due to a lightning strike; and

WHEREAS, emergency procurement was deemed necessary by the Interim City Manager because the location of the station does not allow for continuous operation of a bypass pump; and

WHEREAS, the pumps were procured from Hydra Service, Inc. the sole source provider for this replacement equipment, at a cost of Forty-Three Thousand One Hundred Fifty-Six Dollars (\$43,156.00); and

WHEREAS, the Interim City Manager recommends that the City Commission ratify the procurement of two submersible pumps, from Hydra Service, Inc., for Pump Station #1, within the City; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to ratify the purchase of two submersible pumps for Pump Station 1, within the City, as described herein.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida, hereby ratifies the purchase of two submersible pumps for Pump Station #1, within the City, as described herein.

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

SECTION 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin			Department Director Signature:				
City Manager:	Darvin E. Williams			CM Signature:				
Commission Meeting Date: 09/13/2023	Item Type: (Enter X in box)		Resolution		Ordinance		Other	
			X					
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)			1st Reading		2nd Reading
	X							
	Public Hearing: (Enter X in box)			Yes	No	Yes	No	
				X		X		
Funding Source: Account# :35-535640	(Enter Fund & Dept)		Advertising Requirement: (Enter X in box)		Yes		No	
							X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:Piggyback					
	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: Public Works Sewer Division		City Manager			

Short Title:

A resolution of the City Commission ratifying the purchase of two submersible pumps for Pump Station #1

Staff Summary:

Pump Station No. 1 suffered catastrophic pump failure to both submersible pumps due to a lightning strike. Emergency procurement was deemed necessary since the location of the station does not allow for continuous operation of a bypass pump. The pumps were procured from Hydra Service, Inc. the sole source provider for this replacement equipment, at a cost of \$43,156.00.

Financial Impact: The pumps were charged to the Sewer Division, Machinery & Equipment (35-535640). Since this account had insufficient funds at the time of the emergency procurement, the State authorized the City to exceed the budget with the understanding that funding would be provided as part of Budget Amendment #5.

Proposed Action:

Staff recommends the City Commission ratify the emergency procurement of two submersible pumps for pump station No. 1,

Attachment:

1. Agenda
2. Sale Quotation
3. Purchase Order

LS #01
FY2022 - FY2023

Hydra Service (S), Inc.

P.O. Box 365
2104 Highway 160
Warrior AL 35180
205-647-5326

RECEIVED

BY: PAID
08/02/2023

Invoice

Customer Number
156416
Invoice No.
27306

Bill To:

OPA LOCKA, CITY OF
P.O. BOX 540371
OPA LOCKA FL 33054

Ship To: OPA LOCKA, CITY OF
12950 LEJINE ROAD
OPA LOCKA FL 33054

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
7/31/2023	S32	7/25/2023	29727	23002578	SHIP DIRECT - TOMMY 7/25

Qty. Shipped	U/M	Description / Stock Number	Code	Unit Price	Amount
		JOB: OPA LOCKA LS#1 25HP OPTION			
		QUOTE: 221227-2PR			
1.00	EA	GXDB3C6C1111337 - XFP150G-CB1.6-PE185/4, 25HP, 3~230V, 49' CABLE	1505	\$21,578.00	\$21,578.00
1.00	EA	SN: 300818907 GXDB3C6C1111337 - XFP150G-CB1.6-PE185/4, 25HP, 3~230V, 49' CABLE	1505	\$21,578.00	\$21,578.00
		SN: 300878819			
These goods or services have been received, found to be satisfactory and this invoice is approved for payment PO/AC# _____ Pay \$ _____ Signed <u>John C. Carr</u> 8-2-23 Closed PO _____					
Payment/Terms: Net 30 Due by 8/30/2023				Subtotal	\$43,156.00
				6.000% Tax Freight Charges	
Received By : x _____				Total Amount Due	\$43,156.00



Emergency
Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive
DeBary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 954-240-9359
Fax:

TO: City of Opa Locka
ATTN: Owen Carney

FROM: Pablo Rodriguez
EMAIL: pablo@hydraservice.net
DATE: December 27, 2022

PHONE

QUOTE: 221227-2PR

FAX:

REF: LS 1 - 25HP Option

EMAIL: ocamey@opalockafl.gov

2 ABS XFP150G-CB1.6-PE185/4

\$21,578

25HP 3PH, 60HZ, 230V, 6" DISCHARGE SUBMERSIBLE PUMP WITH 49' POWER CABLE

5 YEAR STANDARD PRO RATED WARRANTY

Bracket is not included

REQ. # 23003462

Delivery is 14-16 weeks

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED

d. ob
\$43,156.00

PLUS ANY FEDERAL,

STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS

HYDRA SERVICE STANDARD TERMS AND CONDITIONS APPLY. PAYMENT TERMS ARE NET 30 DAYS.

ACCEPTED DATE 7.24.23

Review Date: _____

Owen Carney
NAME OF PURCHASER

REVIEWED BY HYDRA SERVICE PUMP REP.

SULZER

Sulzer Pumps Solutions Inc.
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 514 4364
www.sulzer.com

28 June 2022

To: Owen Carney, City of Opa Locka, Florida

The purpose of this letter is to confirm that Hydra Service Inc., located in DeBary, Florida, is the sole Distributor contracted for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Hydra Service's territory includes the entire state of Florida.

Nationally, we utilize a network of independent distributors/service centers to serve the Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. Hydra Service staff is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Tim Laskowski

Tim Laskowski
Regional Sales Manager
Sulzer Pump Solutions
(972) 654 - 0553
Timothy.laskowski@sulzer.com

SULZER CONFIDENTIAL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM FEDERAL GRANT WRITING SERVICES FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is seeking a professional, experienced, and effective individual or firm ("Consultant") to enter into an agreement for Federal Grant Writing Services to assist the City in gaining leverage of local public funds for community planning, services, and capital infrastructure projects; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) to acquire a Federal Grant Writing Consultant; and

WHEREAS, the selected individual or firm is expected to handle multiple grants concurrently and perform services expeditiously. Additionally, the Consultant will be responsible for identifying prospective grant opportunities and collecting detailed information from the City's representatives to ensure effective preparation, submission and monitoring of each grant process; and

WHEREAS, the City intends to award a contract to the selected Consultant based on the required qualifications as outlined in the RFP; and

WHEREAS, the term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year (1) terms. The renewal is subject to the availability of an annual appropriation; and

WHEREAS, the Interim City Manager recommends that the City Commission further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for Federal Grant

Writing Services for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

**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 authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for provision of a qualified consultant to perform for Federal Grant Writing Services for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this ____ day of _____, 2023.

John H. Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:			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 X	Yes	No
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#:				
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>			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the Interim City Manager to issue an RFP for Federal Grant Writing Services.

Staff Summary:

The City of Opa-locka is seeking a professional, experienced, and effective individual or firm ("Consultant") to enter into an agreement for Federal Grant Writing Services to assist the City in gaining leverage of local public funds for community planning, services, and capital infrastructure projects.

The selected individual or firm is expected to handle multiple grants concurrently and perform services expeditiously. Additionally, the Consultant will be responsible for identifying prospective grant opportunities and collecting detailed information from the City's representatives to ensure effective preparation, submission and monitoring of each grant process.

The City intends to award a contract to the selected Consultant based on the required qualifications as outlined in the RFP.

The term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms (1). The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-locka City Commission, and availability of annual appropriation.

Financial Impact – Funding for Federal grant writing services is included in the FY 24 Proposed Budget. For the purpose of obtaining broad dissemination of this solicitation to ensure a wide range of potential bidders are aware of this opportunity, print media may be used in addition to electronic media at a cost not to exceed \$3,000. This expenditure will be funded in the Non-Department Division, Other Advertising (19-515491) which has an available balance of \$12,191.

Proposed Action:

It is recommended the City Commission approve legislation authorizing the Interim City Manager to issue an RFP for Grant Writing Services associated with the submission of Federal, and other grant funding opportunities and proposals.

Attachment:

Request for Proposals (RFP)- Federal Grant Writing Services

City of Opa-locka



RFP NO: 23 - TBA

REQUEST FOR PROPOSALS (RFP) FEDERAL GRANT WRITING SERVICES

CITY OF OPA-LOCKA
RFP NO. 23-TBA
FEDERAL GRANT WRITING SERVICES

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**CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-TBA
FEDERAL GRANT WRITING SERVICES**

Sealed proposal for Grant Writing Services for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA by 2:00pm.** Any RFP Package received after the designated closing time will be returned unopened. The OCRA will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid) by 2:00pm.

The address to submit sealed proposal is listed below:

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

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

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 23-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **TBA, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

Joanna Flores, CMC
City Clerk

**CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-TBA
FEDERAL GRANT WRITING SERVICES**

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for GRANT WRITING SERVICES. The City is soliciting bids on behalf of the City Manager's Office for GRANT WRITING SERVICES under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on tba, 2023. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-TBA – Federal Grant Writing Services.**

This package shall also include the Proposer's return address.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

Purpose

The City of Opa Locka, Florida, recognizes that obtaining grant funding is critical to enable the City to leverage local public funds to help the City find and apply for funding in various matters, including community planning, services, and capital infrastructure projects. The City is seeking qualified individuals or firms ("Consultants") with experience in researching and identifying potential grants to include grant writing services associated with the submission of federal funding opportunities and proposals.

The scope should include the following, but is not limited to:

Scope of Work

The City is seeking proposals from experienced firms with a proven track record of researching, developing, writing, preparing, and submitting successful grant proposals for federal grants. Primary responsibilities will include identifying and responding to grant opportunities and providing guidance to successfully assist the City with securing funding for Federal projects and programs. There is no minimum amount of work guaranteed under any contract awarded. In addition, other public or quasi-public entities may also utilize these services, with the approval of the City and the selected firm.

SPECIFIC TASKS TO BE PERFORMED:

1. Grant Funding Needs Assessment: Meet with City staff to identify grant funding needs and priorities and develop an overall grant funding outline and strategy. It is anticipated that this funding strategy will be updated on an annual basis. A specific hourly rate for this type of work can be proposed on the Cost Proposal Form.
2. Grant Funding Research and Support Activities: Conduct ongoing research to identify grant resources for federal funding that support the needs identified in the Assessment. A specific hourly rate for this type of work can be proposed on the Cost Proposal Form.
3. Grant Application Development: This may include but is not limited to the following types of activities:
 - Prepare a strategic work plan for the development of the proposed program underlying the grant application, and for production of the application itself, including key dates, responsible personnel, and specific deliverables.
 - Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production, and final submittal of applications by the City.
 - Ensure that all required components of each proposal are included in submission, ensuring

adherence to grant evaluation criteria, and ensuring each entire grant package is timely and correctly prepared in accordance with the requirements and restrictions of its respective funders' portal and technical submission requirements.

- Edit draft proposals for consistency of messaging, ensuring integration of grant requirements and succinctness prior to final review and approval by the City and submittal to funder.
 - Organize facts, data, statistics and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as appropriate, and making those items available to the City for future use.
4. Ongoing Communication: Engage in regular and ongoing communication with the City staff regarding the status of current work undertaken and upcoming opportunities. This type of ongoing work shall NOT be billed separately and will be assumed to be built into the proposed hourly rates. A specific hourly rate for this type of work can be proposed on the Cost Proposal Form.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms (1). The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

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

3.2.5 Tab 4 – Project Approach

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

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

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

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

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

3.2.8 Tab 7 – Pricing of Services

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

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the Proposer has provided Grant Writing Services. Include the name of the organization, brief description of the project,

name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications. 1. The technical expertise and professional competence in areas directly related to this RFP; required number of years of experience in performing similar work demonstrated. 2. The ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub-consultants, if applicable; strength and stability of the firm; breadth and depth of resources.	40
References 1. Provide a minimum of three (3) references of recent demonstrated experience in providing consulting services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.	20
Resources and approach 1. The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity.	30
Price Proposal 1. Cost of proposed services	10
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	TBA	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	TBA @ 5:00pm	
Due Date/Bid Opening	TBA @ 2:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
PHASE 1: 1st Evaluation Committee Meeting (Open to the Public).	TBA	
PHASE 2: (Only if necessary) Shortlist Presentations	TBA	
Committee Ranking (Open Meeting)	TBA	
Contract Negotiations (Closed Meeting)	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	

**RFP NO. 23-TBA
FEDERAL GRANT WRITING SERVICES**

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

RPF NO. 23-TBA
PRICE PROPOSAL FORM

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

The proposing firm must completely fill out each row below. The firm must provide a detailed fee schedule that explains the cost and services.

LUMP SUM PRICE: \$ _____

Fees/Hourly Rates

The City prefer a monthly cost for services; please provide projected fixed cost for each of the 4 sections listed below (Grant Writing, Grant Evaluation, Monthly Reports).

Please provide pricing for those services you are prepared to provide.

<u>Function</u>	<u>Fixed Fee</u> <u>(Monthly)</u>
Grant Funding Assessment	_____
Grant Funding Research and Support Activities	_____
Grant Application Development and Monthly Reports	_____
Total Fixed Fee	_____

SUBMITTED THIS DAY OF 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Title

Signature

CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature_____

Printed Name _____

**CITY OF OPA-LOCKA
RFP NO. 23-TBA**

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by _____ the

(Title/Position) (Name)

(Company)

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

Date

Signature

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR A QUALIFIED CONSULTANT TO PERFORM NON-FEDERAL GRANT WRITING SERVICES FOR THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") is seeking a professional, experienced, and effective individual or firm ("Consultant") to enter into an agreement for Non-Federal Grant Writing Services to assist the City in gaining leverage of local public funds for community planning, services, and capital infrastructure projects; and

WHEREAS, the Interim City Manager recommends that the City Commission authorize the issuance of a Request For Proposals (RFP) to acquire a Non-Federal Grant Writing Consultant; and

WHEREAS, the selected individual or firm is expected to handle multiple grants concurrently and perform services expeditiously. Additionally, the Consultant will be responsible for identifying prospective grant opportunities and collecting detailed information from the City's representatives to ensure effective preparation, submission and monitoring of each grant process; and

WHEREAS, the City intends to award a contract to the selected Consultant based on the required qualifications as outlined in the RFP; and

WHEREAS, the term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year (1) terms. The renewal is subject to annual appropriation of funding; and

WHEREAS, the Interim City Manager recommends that the City Commission further authorizes spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary; and

WHEREAS, the City Commission finds it in the best interest of the City and its residents to authorize the Interim City Manager to issue an RFP for Non-Federal

Grant Writing Services for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

**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 authorizes the Interim City Manager to issue Request for Proposals (RFP), attached hereto as Exhibit "A", for provision of a qualified consultant to perform for Non-Federal Grant Writing Services for the City and to further authorize spending of up to Three Thousand Dollars (\$3,000.00) for advertising purposes, if deemed necessary.

Section 3. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent of this Resolution may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. This Resolution shall take effect upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this ____ day of _____, 2023.

John H. Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:			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		
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#:				
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:

A resolution authorizing the Interim City Manager to issue an RFP for Non-Federal Grant Writing Services.

Staff Summary:

The City of Opa-locka is seeking a professional, experienced, and effective individual or firm ("Consultant") to enter into an agreement for Non-Federal Grant Writing Services to assist the City in gaining leverage of local public funds for community planning, services, and capital infrastructure projects.

The selected individual or firm is expected to handle multiple grants concurrently and perform services expeditiously. Additionally, the Consultant will be responsible for identifying prospective grant opportunities and collecting detailed information from the City's representatives to ensure effective preparation, submission and monitoring of each grant process.

The City intends to award a contract to the selected Consultant based on the required qualifications as outlined in the RFP.

The term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms (1). The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-locka City Commission, and availability of annual appropriation.

Financial Impact – Funding for Non-Federal grant writing services is included in the FY 24 Proposed Budget. For the purpose of obtaining broad dissemination of this solicitation to ensure a wide range of potential bidders are aware of this opportunity, print media may be used in addition to electronic media at a cost not to exceed \$3,000. This expenditure will be funded in the Non-Department Division, Other Advertising (19-515491) which has an available balance of \$12,191.

Proposed Action:

It is recommended the City Commission approve legislation authorizing the Interim City Manager to issue an RFP for Grant Writing Services associated with the submission of state, local, private (foundations), and other grant funding opportunities and proposals.

Attachment:

Request for Proposals (RFP)- Non-Federal Grant Writing Services

City of Opa-locka



RFP NO: 23 - TBA

REQUEST FOR PROPOSALS (RFP)

GRANT WRITING SERVICES

CITY OF OPA-LOCKA
RFP NO. 23-TBA
GRANT WRITING SERVICES

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**CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-TBA
GRANT WRITING SERVICES**

Sealed proposal for Grant Writing Services for the City of Opa-locka will be received by the City's Clerk Office, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **TBA by 2:00pm.** Any RFP Package received after the designated closing time will be returned unopened. The OCRA will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposal may be submitted via www.demandstar.com (e-bid) by 2:00pm.

The address to submit sealed proposal is listed below:

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

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

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

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 23-TBA** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **TBA, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

Joanna Flores, CMC
City Clerk

**CITY OF OPA-LOCKA REQUEST FOR PROPOSALS
RFP NO: 23-TBA
GRANT WRITING SERVICES**

PART I

PROPOSAL GUIDELINES

1-1. Introduction: The City of Opa-locka seeks proposals for GRANT WRITING SERVICES. The City is soliciting bids on behalf of the City Manager's Office for GRANT WRITING SERVICES under the laws of the State of Florida. These services must be efficient and economical, adhere to industry standards and best practices, and utilize the latest nonproprietary technology. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Procedures Section below.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is Proposer's responsibility to submit Proposer's proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 2:00 p.m. on tba, 2023. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-TBA – Grant Writing Services.**

This package shall also include the Proposer's return address.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

Purpose

The City of Opa Locka, Florida, recognizes that obtaining grant funding is critical to enable the City to leverage local public funds to help the City find and apply for funding in various matters, including community planning, services, and capital infrastructure projects. The City is seeking qualified individuals or firms ("Consultants") with experience in researching and identifying potential grants to include grant writing services associated with the submission of federal, state, local, private (foundations), and other funding opportunities and proposals.

The scope should include the following, but is not limited to:

Scope of Work

The selected individual or firm shall be expected to perform the services required under this Request for Proposal expeditiously. The Consultant or firm must be able to handle multiple grant applications concurrently. The City is under no obligation under any resulting agreement to limit the number of grant applications it may direct the Consultant to prepare, submit, and monitor.

Further details on the nature of the service are provided below:

Grant Writing Services

The City is seeking an experienced professional grant writer(s) to work closely with the City. Specifically, the following services are intended not to be all-inclusive but represent the extensiveness, skill, and depth of experience of the individual/firm that the City is seeking.

1. Through interviews of the Commission, Management, and responsible department representatives, gather the information that will easily allow the individual/firm to grasp the concept of a project or program for which funding is sought as defined by the person sponsoring the project or program or the person responsible for carrying it out.
2. Identify prospective grant opportunities (local, county, state, federal, foundation, or otherwise) that target, but are not limited to, the following areas of interest: community planning, community economic development strategies; transportation planning and development; flood control planning and development; animal shelter program & facility enhancements; community beautification; public art; recycled water infrastructure; walkable community programs; emergency preparedness program & facility enhancements.
3. Acquire and maintain sound knowledge and understanding of the organization and use that knowledge and experience to comprehend better all projects and programs for which grants will be sought and to recommend the seeking of grants.
4. Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.

5. Review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-making organizations.
6. Keep in contact with grant-making organizations during their review of a submitted grant application to be able to supply additional supportive material, if required.
7. Grant administration services are performed internally by the organization. Grant writer must demonstrate experience in successfully and collaboratively working in environments where grant writer and grant administration skills are separate.
8. Each month the consultant will submit to the City Manager's office a detailed report of all grant opportunities identified, applications started, and applications submitted by individual/firm the preceding month.
9. Monitor the implementation of successful grant proposals.
10. Ensure grant compliance with applicable rules and regulations.
11. Fulfill grant reporting requirements.
12. Report to City staff on the progress of any or all grants being administered as necessary.
13. The individual/firm may be requested by the City Manager to periodically appear before the City Commission to report on general and/or specific grant activity.
14. Perform other tasks related to the grant as assigned; and obtain written approval for all grant applications in advance of submittal.
15. The Grant Writer/Coordinator will serve as a liaison between service providers, grantor agencies, and the City.
16. Consultant shall assist in administrative and compliance duties for grants the City has already been awarded.

2-2 PROPOSER QUALIFICATIONS

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

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

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be three (3) fiscal years with a renewal of two (2) one-year terms (1). The renewal is subject to the negotiation of terms with the contractor, the concurrence of the City of Opa-Locka City Commission, and availability of annual appropriation.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

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

3-2 SUBMISSION OF PROPOSALS

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

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

3.2.2 Tab 1 - Table of Contents

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

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

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

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

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

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

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

3.2.4.4 Normal business hours.

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

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

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

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

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the

State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

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

3.2.6 Tab 5 – Experience and Qualifications

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

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

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

3.2.7 Tab 6 – Schedule

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

3.2.7.2 Indicate the earliest available start date for Proposer's project team.

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

3.2.8 Tab 7 – Pricing of Services

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

3.2.9 Tab 8 – References

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

3.2.10 Tab 9 – Additional Forms

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

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

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

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

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

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

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive Proposer whose Proposal best serves the interest of and represents the best value to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make presentations and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Proposers. The Proposer's presentation may clarify but may not modify their submitted Proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications. 1. The technical expertise and professional competence in areas directly related to this RFP; required number of years of experience in performing similar work demonstrated. 2. The ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub-consultants, if applicable; strength and stability of the firm; breadth and depth of resources.	40
References 1. Provide a minimum of three (3) references of recent demonstrated experience in providing consulting services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.	20
Resources and approach 1. The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity.	30
Price Proposal 1. Cost of proposed services	10
TOTAL	100

4-3 ORAL PRESENTATIONS

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

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

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

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

4-4 FINAL SELECTION

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

4-5 AWARD AND CONTRACT EXECUTION

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

CALENDAR EVENTS

EVENT	DATE/LOCATION	
Release Date	TBA	
Pre-Bid Meeting	TBA	
Written Questions Due	TBA @ 5:00pm Email questions to jbergel@opalockafl.gov With Subject line "RFP No: Bid Questions"	
Response to Questions	TBA @ 5:00pm	
Due Date/Bid Opening	TBA @ 2:00 pm	at: City of Opa-locka Clerk Office 780 Fisherman Street, 4th Floor Opa-locka, Florida 33054 OR Electronic Bid on www.Demandstar.com
PHASE 1: 1st Evaluation Committee Meeting (Open to the Public).	TBA	
PHASE 2: (Only if necessary) Shortlist Presentations	TBA	
Committee Ranking (Open Meeting)	TBA	
Contract Negotiations (Closed Meeting)	TBA	
Award Letter Recommendation	TBA	
Post Award	TBA	

**RFP NO. 23-TBA
GRANT WRITING SERVICES**

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

1. Legal Name and Address:

Name: _____

Address: _____

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

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

3. If Corporation, indicate:

Date of Incorporation: _____ State in which Incorporated: _____

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

5. Name and Title of Principal Officers

Date Elected:

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: _____ years

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

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

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

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

RPF NO. 23-TBA
PRICE PROPOSAL FORM

Firms must use the Cost Proposal below to submit your Firm's cost for this project indicated in the Scope of Service herein.

The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the hourly rates provided below.

The proposing firm must completely fill out each row below. The firm must provide a detailed fee schedule that explains the cost and services.

LUMP SUM PRICE: \$_____

Fees/Hourly Rates

The City prefer a monthly cost for services; please provide projected fixed cost for each of the 4 sections listed below (Grant Writing, Grant Evaluation, Monthly Reports).

Please provide pricing for those services you are prepared to provide.

<u>Function</u>	<u>Fixed Fee</u> <u>(Monthly)</u>
Granting Writing	_____
Grant Evaluation	_____
Monthly Reports	_____
Total Fixed Fee	_____

SUBMITTED THIS _____ DAY OF _____ 2023.

BID SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit
Bid

Title

Signature

CITY OF OPA-LOCKA

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

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

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

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

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

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

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

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

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature_____

Printed Name _____

**CITY OF OPA-LOCKA
RFP NO. 23-TBA**

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by _____ the

(Title/Position) (Name)

(Company)

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

Date

Signature

CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

By:_____

Title:_____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires:_____

E-VERIFY

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

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

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

E-VERIFY FORM

Definitions:

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

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

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

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

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

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sponsored By: Interim City Manager

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ORIGINAL IMPRESSIONS, LLC. FOR GATEWAY ENTRY SIGNAGE INSTALLATION SERVICES, PURSUANT TO RFP NO. 23-0609200 AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ORIGINAL IMPRESSIONS, LLC. FOR SAID SERVICES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-NINE THOUSAND DOLLARS (\$199,00.00); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 8, 2023, the City of Opa-Locka ("City") published Request for Proposals (RFP) No. 23-0609200 to obtain Gateway Entry Signage Installation Services within the City; and

WHEREAS, three (3) sealed proposal were received by the City Clerk's Office and certified by the City Clerk on June 23, 2023; and

WHEREAS, the Interim City Manager recommends approval of Original Impressions LLC. The company is one of the nation's largest, state-of-the-art transactional printing, postal, mail, and signage organizations with 41 years of experience; and

WHEREAS, at eight key gateways into the City, the company will provide design, fabrication (two sites), rehabilitation (six sites) and installation services for gateway signage, including planting low maintenance and drought tolerant native species and illumination/solar power lighting; and

WHEREAS, the City Commission finds that acceptance of Original Impressions, LLC.'s proposal for Gateway Entry Signage Installation Services within the City and entering into an agreement with said company is in the best interest of the City of Opa-Locka and its residents.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby accepts the proposal of Original Impressions, LLC. relating to Request for Proposals (RFP) 23-0609200, for Gateway Entry Signage Installation Services within the City, and authorizes the Interim City Manager to enter into an agreement for same, attached hereto as Exhibit "A", in an amount not to exceed One Hundred Ninety-Nine Thousand Dollars (\$199,00.00).

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

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, 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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



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

[Handwritten Signature]

City Manager:	Darvin Williams		CM Signature:			
Commission Meeting Date:	9/13/23		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	
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:

A resolution authorizing the Interim City Manager to accept the proposal of Postal Center International Original Impressions LLC for Gateway Entry Signage Installation and Services pursuant to RFP No. 23-0609200 and further authorizing the Interim City Manager to enter into an agreement with Postal Center International Original Impressions, LLC for said services.

Staff Summary:

Request for Proposals (RFP) 23-0609200 was published on May 08, 2023, for Gateway Entry Signage Installation and Services.

Three (3) companies submitted proposal documents which were certified by the City Clerk on June 23, 2023.

The Interim City Manager recommends approval of Postal Center International Original Impressions LLC. (PCIOI). The company is one of the nation's largest, state-of-the-art transactional printing, postal, mail, and signage organizations with 41 years of experience. At eight key gateways into the City, PCIOI will provide design, fabrication (two sites), rehabilitation (six sites) and installation services for gateway signage, including planting low maintenance and drought tolerant native species and illumination/solar power lighting.

Financial Impact: The winning bid proposed a cost of \$199,000. Staff recommends an additional 10% contingency to be available to address unforeseen circumstances justifying a change order. The FY 24 Proposed Budget for this project (44-541847) had forecasted \$140,000 to be spent in FY 23 and \$140,000 in FY 24. Since the project won't begin until FY 24, the first budget amendment for FY 24 will bring forward \$78,900 of the \$140,000 unspent in FY 23 to fully fund the project cost and contingency.

Proposed Action:

Staff recommends the City Commission approve the recommendation for Postal Center International Original Impressions, LLC, authorize the Interim City Manager to enter into an agreement with said company for \$199,000 and to further establish a 10% contingency of \$19,900 to address unforeseen circumstances.

Attachment:

RFP No. 23-0609200

Bid Certification

Bid Proposal

EVALUATION FORM

RFP No. 23-0609200 Gateway Entry Signage Installation and Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: AIRZA AUSTIN Date: 07-11-2023
Signature: [Signature]

Firm Name: DDRpro Graphics and Marketing

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	3
Resources and Approach	2
Price Proposal	4

Notes:

NO PHYSICAL PICTURES OF PREVIOUS WORK.

Firm Name: PCI

Evaluation

Criterion	Rating
Experience and Qualifications	5
References	2
Resources and Approach	2
Price Proposal	2

Notes:

ONLY TWO PROVIDED
FOR VENUE PRICES IS EXTREME

Firm Name: Excla Specialty Contractor Solutions, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	4
Resources and Approach	2
Price Proposal	1

Notes:

NOT CLEAR.
INADEQUATE
DID NOT PROVIDE A COMPREHENSIVE APPROACH
DID NOT PROVIDE THE MAKE-UP OF SECTS

EVALUATION FORM

RFP No. 23-0609200 Gateway Entry Signage Installation and Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

ARIELA GAY

Date:

7/11/2023

Signature:

[Signature]

Firm Name:

DDRpro Graphics and Marketing

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>1</u>
References	<u>3</u>
Resources and Approach	<u>3</u>
Price Proposal	<u>2</u>

17 YEARS
SAMPLE WORK WAS NOT ATTACHED
PRICE SEEMS LOW BASED ON REFURISHING
NO NEW TECHNOLOGY APPLIED

Firm Name:

PCI

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>1</u>
References	<u>2</u>
Resources and Approach	<u>0</u>
Price Proposal	<u>3</u>

DESIGN SAMPLE PROVIDED MISSPELLING/UNREADABLE
11 YEAR ELSEWHERE RECENTLY EXPAND TO DANIEL
LIMITED REFERENCES NEWLY EXPANDED INTO FLA
VINYL SIGNAGE LIMITED TO LOGISTICAL AREAS
PRICE IS IN THE RANGE MATERIAL LIFE MAY HAVE
SHORT LIFESPAN

Firm Name:

Excla Specialty Contractor Solutions, LLC

Evaluation

Notes:

Criterion	Rating
Experience and Qualifications	<u>3</u>
References	<u>3</u>
Resources and Approach	<u>3</u>
Price Proposal	<u>3</u>

NO DESIGN SAMPLES UNQUANTIFIED PRICING
COMPANY IS NEW PRINCIPALS HAVE 30 YEAR EXPERIENCE
SUITABLE EXPERIENCE
PROVIDED BUT LACK DETAILS
PRICE IS WITHIN RANGE DETAILS NEEDED FOR MAIN

EVALUATION FORM

RFP No. 23-0609200 Gateway Entry Signage Installation and Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Adelina Gross
Adelina Gross

Date:

07/11/23

Signature:

Firm Name:

DDRpro Graphics and Marketing

Evaluation

Criterion	Rating
Experience and Qualifications	<u>2</u>
References	<u>2</u>
Resources and Approach	<u>2</u>
Price Proposal	<u>3</u>

Notes:

No Pictures of previous completed designs was submitted; no architectural or material reference was provided; no design or samples were provided

Firm Name:

PCI

Evaluation

Criterion	Rating
Experience and Qualifications	<u>3</u>
References	<u>2</u>
Resources and Approach	<u>3</u>
Price Proposal	<u>2</u>

Notes:

No Project Approach provided; only two references; installation of Vinyl instead of engraved provided; Price is too high for the type of materials being utilized

Firm Name:

Excla Specialty Contractor Solutions, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	<u>2</u>
References	<u>3</u>
Resources and Approach	<u>2</u>
Price Proposal	<u>3</u>

Notes:

No list of resources or materials was provided there's no design samples that can be referenced to. There's a list of project recently completed but no samples provided

EVALUATION FORM

RFP No. 23-0609200 Gateway Entry Signage Installation and Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name: King Leonard Date: 7/11/23
Signature: [Signature]

Firm Name: DDRepro Graphics and Marketing

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	1
Price Proposal	2

Notes:

Very good Price but not sure
if change order will be requested price
is very low
Approach not adequate

Firm Name: PCI

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	3
Resources and Approach	0
Price Proposal	4

Notes:

No Approach Listed

Firm Name: Excla Specialty Contractor Solutions, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	5
Resources and Approach	3
Price Proposal	4

Notes:

Approach not adequate need more
information
Did not see year of the company

EVALUATION FORM

RFP No. 23-0609200 Gateway Entry Signage Installation and Services

By signing this form as an Evaluator, I certify that I have no conflict of interest.

Reviewer Name:

Zonya C. Ray

Date:

7/11/23

Signature:

Firm Name:

DDRpro Graphics and Marketing

Evaluation

Criterion	Rating
Experience and Qualifications	3
References	3
Resources and Approach	3
Price Proposal	4.

Notes:

Need images of Designs For Monuments.
Need more business experience.

Firm Name:

PCI

Evaluation

Criterion	Rating
Experience and Qualifications	4
References	2
Resources and Approach	3
Price Proposal	3

Notes:

provided more names of Vendors
that they have done business
with.
~~Package wasn't organized~~
Package wasn't Organized.

Firm Name:

Excla Specialty Contractor Solutions, LLC

Evaluation

Criterion	Rating
Experience and Qualifications	1
References	4
Resources and Approach	2
Price Proposal	2

Notes:

Proposal do not state the materials
that will be used for the
gateways.
NO Design Reference
NO experience.

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Katya Fernandez being first duly sworn, deposes and says that:

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

Signed, sealed, and delivered in the presence of:

Witness [Signature]
Witness [Signature]

By: K.F.8

Signature

Katya Fernandez

Print Name and Title

Director of Signs

LEARN MORE ABOUT WHO WE ARE AND HOW WE WORK DIRECTLY FROM OUR TEAM.

PCI Welcome Video



PCI Print and Mail Video



PCI Commercial Printing Video



PCI Welcome Video: <https://youtu.be/PtjivUiaV0s>

PCI Print and Mail Video: https://youtu.be/KIGivw_e8w4

PCI Commercial Printing Video: <https://youtu.be/VQMUVB1pZhU>

If you need any information on PCI contractors, permits and licenses, please contact us.

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NON-DISCRIMINATION AFFIDAVIT

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

By: Katya Fernandez

Title: Director of Signs

Sworn and subscribed before this May day of 23, 2023.

Notary Public, State of Florida

Michelle Mejia

(Printed Name)



My commission expires: 6/13/2026

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Original Impressions, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2965 West Corporate Lakes Boulevard

6 City, state, and ZIP code
Weston, Florida 33331

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

0	3	-	0	4	4	6	1	1	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** ► 01/01/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



OPA-LOCKA
FLORIDA



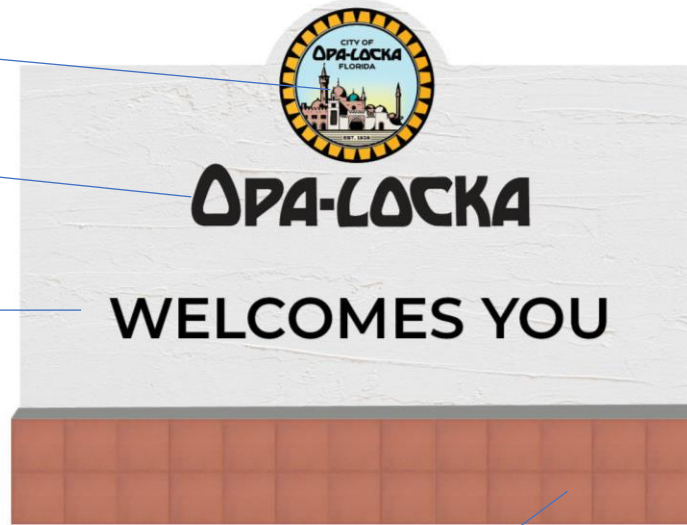
Gateways

Image Nearly Illustrative

3M Vinyl Graphic

3M Vinyl Letters

.5" Cut Out Painted Letters



Terracotta Tile Option



Option with Stucco only



Tile Options



Gateways

Image Nearly Illustrative

3M Vinyl Graphic

3M Vinyl Letters

.5" Cut Out Painted Letters



Terracotta Tile Option



Option with Stucco only



Tile Options



Gateways

Image Nearly Illustrative





Gateways Evening Lighting



Image Nearly Illustrative



PCI Florida - National Headquarters
2965 West Corporate Lakes Boulevard | Weston, FL 33331

PCI Signs & Fulfillment Center
2750 Bridge Way | Suite 180 | Davie, FL 33314

PCI Texas
4958 Stout Drive | Suite 113 | San Antonio, TX 78219

PCI New England
29 Hayward St | Franklin, MA 02038

800.430.7241 | PCIbrands.com

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Postal Center International ORIGINAL IMPRESSIONS LLC

2965 West Corporate Lakes Blvd
Weston FL 33331
800-430-7241
Lucia Oriach – Sings Specialist



**RFP 23-0609200
GATEWAY ENTRY SIGNAGE INSTALLATION AND SERVICES**

Table of Contents

- 1. Letter of Transmittal**
- 2. General information**
- 3. Project approach**
- 4. Experience and Qualifications**
- 5. Schedule**
- 6. Pricing of Services**
- 7. References**
- 8. Additional forms**

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3.2.3 Tab 2 - Letter of Transmittal

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Objectives:

PCI/Original Impressions will provide design, fabrication, rehabilitation, and installation services for signage at 8 designated gateways/locations around City of Opa-Locka.

- Rehabilitation of the (6) existing gateways.*
- Construct and develop (2) new gateways from the ground up. The new gateways will be made like the 6 existing rehabbed gateways.
- Ensure unified branding for all (8) gateways.
- Incorporate Moorish features to design and consistent colors.
- Plant low maintenance, drought tolerant, and native species around the gateways.
- Provided Illumination/light by solar to the gateways.

From the onset of the project, PCI will provide a project manager to guide and manage team members from both PCI and City of Opa-Locka to develop a comprehensive onboarding and implementation plan that ensures all RFP goals and objectives are met.

The project manager will prepare a project charter that clearly maps out the project's scope and identifies and assigns key stakeholders, actions required, milestones and overall timeline. Once the scope has been approved, PCI will work diligently to ensure smooth execution, clear accountability, and open lines of communication to address any potential risk and/or any deviation from project objectives.

To accomplish the project by the deadline, PCI will require a liaison within City of Opa-Locka to coordinate throughout the various departments (i.e., IT, Finance, Operations, Logistics etc.) required to accomplish the agreed upon go-live date. The anticipated hours of support will be determined by project scope; in relation to the deadline, the project plan will include the estimated number of hours required, as well as actual hours used once the project is completed.

*See disclaimers

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Project Team

Lucia Oriach - Signs Sales Specialist

Lucia is an experienced Business Development professional, skilled in problem-solving, planning, monitoring, reporting, project management, quality, and risk mitigation. Lucia is known for managing and delivering clients' projects in a timely manner and based on strict client-centric values. She worked on several exterior signage projects with a strong background in managing processes and a solid record of accomplishment of delivery, generating high client satisfaction rates, resulting in 100% on-time and on-budget delivery.

Katia Fernandez:

For over 20 years in the signs industry, Katia moves towards, the big and bold way, through impactful work that forges solid and lasting client relationships. Katia heads the entire signs division T PCI and handle multimillion dollar, tier 1 accounts.

Experienced in mixed media and with product development using a wide range of substrates, Katya brings brands' narratives to life.

Jason Taylor – VP Sales PCI

Jason Taylor is a highly accomplished sales executive known for his exceptional ability to train and develop successful sales representatives. With over 23 years of experience in sales leadership and training, he has consistently demonstrated his aptitude for nurturing talent and driving sales excellence. Currently serving as the Vice President of Sales at Postal Centers International, Jason plays a crucial role in building and leading high-performing sales teams. His strategic approach to sales has resulted in a remarkable track record of cultivating top-notch sales representatives who consistently exceed targets and drive revenue growth.

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3.2.4 Tab 3 – General Information

PCI

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Postal Center International (PCI) and Original Impressions (OI)

PCI is one of the nation's largest, state-of-the-art transactional printing, postal, mail and signage processing service organizations with 41 years' experience in print, mail, fulfillment, signs, and marketing solutions. PCI opened its doors in 1984 and since then has grown into one of the nation's largest, state-of-the-art transactional printing, postal and mail processing service organizations. Year over year, PCI has championed growth in the South Florida region and beyond through job creation and other initiatives that have positively impacted the local economies it proudly serves. Delivering on its growth-intensive expansion plans, PCI acquired Original Impressions in 2016, purchased Arrowmail in 2021, opened its PCI Texas Facility in San Antonio in November 2021, expanded into a PCI Fulfillment and Signage Solutions Center in Davie, Fla., and earlier this year opened in New England in Franklin, Mass.

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PCI currently employs 450 associates.

PCI's corporate footprint spans across four (4) locations with a combined 500K square feet. PCI's National Headquarters is in Weston open (Mon–Fri 8.30 – 5:00 pm), Fla. with additional facilities in Davie, Fla.; Texas; and New England.

We have been in operation in Florida since 1982.

Annual sales more than \$375 million,

We are a Certified Minority Supplier by National Minority Business Council and have received numerous accolades, including the South Florida Business Journal's Book of Lists -- #1 Largest Commercial Printer in Florida four years in a row; #6 Fastest Growing Companies; #51 Top 100 Private Companies; and #32 on Printing Impressions' Top 400 "Who's Who in Printing" list. PCI has also been named a Business of the Year Finalist by SFBJ in two consecutive years and was recently named a 2023 Finalist. PCI is also an active member of the Board of Governors of the Florida Chamber of Commerce and the National Postal Policy Council.

PCI has a significant and unmatched competitive advantage—we empower great business with fully integrated brand solutions all in one place. In addition to making critical investments that help ensure our clients' evolving needs are met while driving efficiencies—and accountability—at every level, we have been keenly focused on activating important value creation levers for enterprise clients across a wide variety of verticals. PCI has also long been committed to strict regulatory compliance and is currently certified: HI Trust, SOC2, HIPPA compliant, Trusight, PCI DSS, FDR, and triple certifications of SFI (Sustainable Forestry Initiative), FSC (Forest Stewardship Council), and PEFC (Program for the Endorsement of Forest Certification) PCI. PCI has vast experience manufacturing products, along with state-of-the-art equipment and technology to support your organization. PCI has one of the most robust Disaster Recovery and Business Continuity plans and that sets PCI apart from the competition.

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3.2.5 Tab 4 – Project Approach

Project Approach

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Pre-Production

After approval of the creative concept PCI's Art Director and Creative teams will create different versions for the 8 different monuments, taking into consideration the current structures for the 6 to be refurbished.

PCI will then review and select tiles from Casa Ceramica with City of Opa-Locka for approval and provide final Mock-ups.

Permitting

Once final art approvals are received, we will commence with Engineering and Permit applications.

The city will be provided with engineering plans, location, and any additional city requirements.

After approval of the Permits, materials and resources will be allocated to commence production.

Production/Project Management

Materials are received and production will commence.

The refurbishing of the 6 existing monuments will commence while the 2 new monuments are built, they will be worked on simultaneously.

During this time periodic update will be provided to City Opa-Locka

Installation

The City of Opa-Locka will be advised of installing timelines and provided photos for each completed monument.

***If a project is awarded contractor information will be provided.**

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3.2.6 Tab 5 – Experience and Qualifications

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Experience and Qualifications

PCI has a significant and unmatched competitive advantage—we empower great business with fully integrated brand solutions all in one place. In addition to making critical investments that help ensure our clients' evolving needs are met while driving efficiencies—and accountability—at every level, we have been keenly focused on activating important value creation levers for enterprise clients across a wide variety of verticals.

PCI has also long been committed to strict regulatory compliance and is currently certified: HI Trust, SOC2, HIPPA compliant, Trusight, PCI DSS, FDR, and triple certifications of SFI (Sustainable Forestry Initiative), FSC (Forest Stewardship Council), and PEFC (Program for the Endorsement of Forest Certification) PCI.

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PCI Commercial
Printing Video



PCI Welcome Video: <https://youtu.be/PtjivUiaV0s>

PCI Print and Mail Video: https://youtu.be/KIGivw_e8w4

PCI Commercial Printing Video: <https://youtu.be/VQMUVB1pZhU>

If you need any information on PCI contractors, permits and licenses, please contact us.

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3.2.7 Tab 6 – Schedule

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Schedule

- Rendering/ Art – 14-20 Business Days (Based on final client directive).
- Engineer Drawings, Permit Applications – Approximate 3 weeks (Based on working with City, if County or FDOT is required – this will add time and additional cost).
- Permit Approval – City required time.
- Materials – Once Permits are approved – 3-4 Weeks for 2 New ones, the refurbished will commence in the interim (pending on selected tile availability)
- Total Estimated Time: 5-6 months from start to finish (pending permit notes above)

** The timelines to complete this project are estimated and based on timely client approval and engagement.*

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3.2.8 Tab 7 – Pricing of Services

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Opa-locka Gateway

Service	Qty	Description
Gateway Refresh	6	Refurbished Monuments w/ Stucco, 1/2" Painted Routed Letters, Vinyl and Selected Tile from Casa Ceramica. (Samples shown on concept).
New Constructed Monuments	2	Using the specifications as existing gateways
Hardware & Landscape	8	Add to all Monuments - 2 Solar Lights and 2 Pygmy Date Palms
Total Price		\$199,000.00

**The prices above may vary depending on the customer's choice of ceramic, the square footage utilized in the project, and any additional information received about project details and schedule, making the costs estimates that may change.*

** The timelines to complete this project are estimated and based on timely client approval and engagement.*

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3.2.9 Tab 8 – References

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References

- Company: Pollo Tropical
Hope Diaz
Chief Marketing Officer
Contact Info:
305-671-1225
- Company: City of Delray
Michael Karali
Deputy Public Works
561-504-7511

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POSTCEN-02

KSWEERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1009544

Lawley Service Inc.
441 East Avenue
Rochester, NY 14607

CONTACT NAME: Kathy Sweers, ACSR

PHONE (A/C, No, Ext): (585) 545-6646

FAX (A/C, No): (866) 211-4683

E-MAIL ADDRESS: ksweers@lawleyinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : American Zurich Insurance Co

40142

INSURER B : Great Northern Insurance Co.

20303

INSURER C : Federal Insurance Co

20281

INSURER D : Travelers Casualty & Surety of America

31194

INSURER E :

INSURER F :

INSURED

Postal Center International Inc
Original Impressions, LLC
2965 West Corporate Lakes Blvd
Weston, FL 33331

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE /	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			CPO560689400	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			73612843	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ CLAIMS-MADE			78184984	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71757710	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			105530628	1/1/2022	1/1/2023	Limit of Liability 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by KATHA Fernandez the

Director of Signs of Original Impressions LLC
(Title/Position) (Company)

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

05-22-23
Date

K. J. S.
Signature

**DORAL DIGITAL REPROGRAPHICS, CORP.**

5701 NW 79th Ave
Miami, FL 33166
Ph: (305) 704-3194
FAX: (305) 704-3195
Email: betty@ddrepro.com
Web: www.ddrepro.com

Estimate #: 1581

Page 1 of 3

Created Date:	6/21/2023 2:10:00PM	Prepared For:	City of Opa Locka
Salesperson:	House Account	Contact:	
Email:		Phone:	N/A
Phone:	N/A	Email:	kleonard@Opalockafl.gov
Entered by:	Carlos Miranda	Address:	12950 NW 42nd Avenue (Lejeune Road) Opa Locka, FL 33054

Description: Gateway Entry Signage RFP 23-0609200

		Quantity	Unit Price	Subtotal
1	Product: Design Description: Includes doing x3 designs. Once one of them is approved we will proceed to design all x8 signs. (6 existing monuments and x2 new monuments). • Not Assigned,	1	\$775.00	\$775.00
		Quantity	Unit Price	Subtotal
2	Product: Digital Prints Description: PVC White 1" EXISTING SIGNS: Includes removing old sign, painting and patching existing holes and redoing new sign. Includes new Solar lights and native bushed • 6, 60 in (W) x 60 in (H) Single Sided Flat Stock Print, Made From PVC White 1" 48" x 96"	6	\$5,133.3333	\$30,800.00
		Quantity	Unit Price	Subtotal
3	Product: Misc Description: New Monumnets. Includes new Solar lights and native bushed • (2) NEW MONUMNETS • Description: New Monumnets. Includes new Solar lights and native bushed	2	\$11,000.00	\$22,000.00



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Estimate #: 1581

Page 2 of 3

		Quantity	Unit Price	Subtotal
4	Product: Misc	1	\$375.00	\$375.00
	Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			
	• (1) Permit Fee - City Fee			
	• Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			

**DORAL DIGITAL REPROGRAPHICS, CORP.**

5701 NW 79th Ave
Miami, FL 33166
Ph: (305) 704-3194
FAX: (305) 704-3195
Email: betty@ddrepro.com
Web: www.ddrepro.com

Estimate #: 1581

Page 3 of 3

		Quantity	Unit Price	Subtotal
5	Product: Misc	1	\$650.00	\$650.00
	Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			
	• (1) Permit Fee - Running Fee			
	• Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			

Subtotal: \$54,600.00
Total: \$54,600.00
Deposit Required: \$54,600.00

Payment Terms: Net 30; Balance due in 30 days.
Accounts with credits will have 90 days to use them towards pending invoices or new orders. After 90 days, credits not used will be lost

Client Reply Request☐ **Estimate Accepted "As Is". Please proceed with Order.**☐ **Other:** _____☐ **Changes required, please contact me.****SIGN:** _____ **Date:** ____ / ____ / ____

Print Date: 6/21/2023 2:57:15PM



**Internal Services Department
Small Business Development**

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

December 22, 2021

Beatriz Pereira
DORAL DIGITAL REPROGRAPHICS CORP DBA MYSTICKERFACTORY.COM
5701 NW 79th Ave
Doral, FL 33166

Approval Date: November 30, 2021 Small Business Enterprise - Goods & Services (SBE-G&S)
Expiration Date: November 30, 2024

Dear Beatriz Pereira,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Miami-Dade County Small Business Enterprise. The Small Business Enterprise (SBE) programs are governed by Sections 2-8.1.1.1.1; 2-8.1.1.1.2; 2-10.4.01; 10-33.02 of Miami-Dade County's Codes. This Small Business Enterprise - Goods & Services (SBE-G&S) certification is valid for three (3) years. However, to validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. **Failure to provide required documentation for a random audit will initiate the decertification process.**

At the time of expiration, your firm will submit a Re-certification Application at least one hundred and eighty (180) days, but not less than, ninety (90) days, prior to the end of the three (3) year certification term via the County's web-based system, Business Management Workforce System (BMWS). This will ensure sufficient time for process by SBD. **Failure to provide the re-certification application and required supporting documentation will initiate the decertification process.**

If at any time there is a material or business structure change in the firm including, but not limited to, ownership, officers, director, scope of work being performed, daily operations, affiliations(s) with other businesses or the physical location of the firm, you must notify this office within thirty (30) calendar days of the effective date of the change(s) via the BMWS. Notification should include supporting documentation. You will receive timely instructions from this office as to how you should proceed, if necessary. **Failure to notify SBD of any changes may result in immediate action to decertify the firm.**

This letter will be the only approval notification issued for the duration of your firm's three-year certification. If the firm attains graduation or becomes ineligible during the three-year certification period, you will be properly notified following an administrative process that your firm's certification has been removed pursuant to the code. Your firm's name and tier level will be listed in the directory for all SBE certified firms, which can be accessed through Miami-Dade County's SBD website: <https://www.miamidade.gov/global/business/smallbusiness/home.page>. The categories as listed below affords you the opportunity to bid and participate on contracts with Small Business Enterprise measures.

It is strongly recommended that you register your firm as a bidder with Miami-Dade County. To register, you may visit: <https://www.miamidade.gov/global/business/procurement/home.page>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or via email at sbdcert@miamidade.gov.

Sincerely,

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
NIGP 125: BOOKBINDING SUPPLIES
NIGP 12500: BOOKBINDING SUPPLIES
NIGP 255: DECALS AND STAMPS

NIGP 25500: DECALS AND STAMPS

NIGP 310: ENVELOPES, PLAIN (SEE CLASSES 525, 615, 640, 655, 665, AND 966 FOR OTHER TYPES)

NIGP 31000: ENVELOPES, PLAIN (SEE CLASSES 525, 615, 640, 655, 665, AND 966 FOR OTHER TYPES)

NIGP 31060: ENVELOPES, RECYCLED PAPER

NIGP 395: FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS

NIGP 39500: FORMS, CONTINUOUS: COMPUTER PAPER, FORM LABELS, SNAP-OUT FORMS, AND FOLDERS FOR FORMS

NIGP 39551: RECYCLED COMPUTER PAPER, CONTINUOUS FORMS, FORM LABELS, SNAP-OUT FORMS, BINDERS, FOLDERS, ETC.

NIGP 46584: SHIELD, PROTECTIVE, SURGICAL

NIGP 57883: STORE FIXTURES AND DISPLAY HARDWARE, RETAIL

NIGP 61518: BRAILLE LABELING MATERIAL: PLASTIC SHEETS, ETC.

NIGP 61618: BRAILLE LABELING MATERIAL: PLASTIC SHEETS, ETC., ENVIRONMENTALLY CERTIFIED PRODUCTS

NIGP 70056: OFFSET PRINTING, DUPLICATING AND LITHOGRAPHING MACHINES AND EQUIPMENT, FOR 17 IN. X 22 IN. AND LARGER

NIGP 71530: DISPLAY, EXHIBIT, AND PROMOTIONAL MATERIALS

NIGP 78544: DISPLAYS, EDUCATIONAL: KITS, MODELS, PLAQUES, ETC.

NIGP 80159: SIGNS, BRAILLE, INCLUDING MARKERS AND PLAQUES

NIGP 860: TICKETS, COUPON BOOKS, SALES BOOKS, STRIP BOOKS, ETC.

NIGP 86000: TICKETS, COUPON BOOKS, SALES BOOKS, STRIP BOOKS, ETC.

NIGP 908: BOOKBINDING AND REPAIRING SERVICES

NIGP 90800: BOOKBINDING AND REPAIRING SERVICES

NIGP 95620: COPYING SERVICES

NIGP 96214: BLUE PRINTING SERVICES: BLUE PRINTS, BLUE LINE, LARGE ENGINEERING

NIGP 96233: ENGRAVING SERVICES

NIGP 96251: LAMINATING SERVICES

NIGP 965: PRINTING PREPARATIONS: ETCHING, PHOTOENGRAVING, AND PREPARATION OF MATS, NEGATIVES AND PLATES

NIGP 96500: PRINTING: PREPARATIONS, ETCHING, PHOTOENGRAVING, PREPARATION OF MATS, NEGATIVES AND PLATES AND PRINTING SERVICES

NIGP 966: PRINTING AND TYPESETTING SERVICES

NIGP 96600: PRINTING AND TYPESETTING SERVICES

NIGP 96618: COPYING SERVICE, REPRODUCTION

NIGP 96627: ELECTROSTATIC PRINTING SERVICES

NIGP 96628: ENGRAVED AND EMBOSSED AWARDS, BONDS, CERTIFICATES, DIPLOMAS, STATIONERY, ETC.

NIGP 96650: PRINTING: BOOKS, CATALOGS, MAGAZINES, PAMPHLETS, ETC. (EXCEPT LEGISLATIVE JOURNALS AND PERIODICALS)

THIS CERTIFIES THAT

Doral Digital Reprographics Corp.
dba Sticker Factory Miami



* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 323111; 541430; 323113; 541613; 541850; 339950

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/29/2021

Issued Date

FL234864

Certificate Number

08/01/2022

Expiration Date

Jose Turkienicz

NMSDC Board Chair

A handwritten signature in black ink, appearing to read "Beatrice", is positioned above a horizontal line.

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

7/20/2022

Beatriz Pereira
DORAL DIGITAL REPROGRAPHICS CORP
5701 NW 79 AVE
DORAL, FL 33166

Dear Beatriz Pereira:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

In order to maintain your certification, your firm is required to annually attest that it meets the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification, which is the date on this letter. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.Certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.

As a WOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the [WOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://beta.certify.sba.gov/help> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Program Director
Deputy Director, Office of Government Contracting



**Internal Services Department
Small Business Development**

111 NW 1 Street, 19th Floor
Miami, Florida 33128
T 305-375-3111
F 305-375-3160

February 21, 2023

Beatriz Pereira
DORAL DIGITAL REPROGRAPHICS CORP DBA MYSTICKERFACTORY.COM
5701 NW 79th Ave
Doral, FL 33166

Approval Date: February 16, 2023 - Disadvantaged Business Enterprise (DBE)

Anniversary Date: November 30, 2024

Dear Beatriz Pereira,

Miami-Dade County Small Business Development (SBD), a division of the Internal Services Department (ISD), is pleased to notify you that your firm is certified under the Florida Unified Certification Program (UCP). Your firm meets the eligibility requirements for certification as a Disadvantaged Business Enterprise (DBE) in accordance with 49 CFR Part 26.

DBE certification is continuous with no expiration date; however, firms are required to attest that there are no changes via the No Change Declaration form on or before the firm's anniversary date to remain certified. You will be notified of your annual responsibilities in advance of the Anniversary Date listed above. You must submit the annual No Change Declaration form no later than the Anniversary Date to maintain your eligibility. Your firm will be listed in the UCP DBE Directory which can be accessed through the Florida Department of Transportation's website: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

DBE certification is NOT a guarantee of work, but it enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

If at any time there is a material change in your firm, you must advise this office by sworn affidavit and supporting documentation within thirty (30) days. Changes include, but are not limited to ownership, officers, directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms, individuals or the physical location of your firm. After our review, you will receive instructions as to how you should proceed, if necessary. Failure to comply will result in action to remove your firm's DBE certification.

It is strongly recommended that you register your firm as a vendor with Miami-Dade County. To register, you may visit: <http://www.miamidade.gov/procurement/vendor-registration.asp>. Thank you for your interest in doing business with Miami-Dade County. If you have any questions or concerns, you may contact our office at 305-375-3111 or sbdcert@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanise Cummings-Labossiere". The signature is fluid and cursive, with the first name "Jeanise" being more prominent.

Jeanise Cummings-Labossiere
Section Chief, Small Business Development

NAICS & Industry Title: (Your firm is eligible to compete for and perform work on all USDOT Federal Aid projects throughout Florida and may earn DBE or ACDBE credit for work performed in the following areas.)

NAICS 323111: COMMERCIAL PRINTING (EXCEPT SCREEN AND BOOKS)



3M Certified
Graphics Installation
Company

3M Commercial Graphics Division certifies that

Doral Digital Reprographics

*has demonstrated exceptional quality in craftsmanship
and professionalism as a graphics installation contractor.*

Valid 2021

Certified 08/20/2021

A large, stylized black ink signature of the UASG President, written over a horizontal line.

UASG PRESIDENT

A black ink signature of Mike Stavoff, written over a horizontal line.

3M COMMERCIAL GRAPHICS DIVISION

PROPOSER QUALIFICATIONS

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

1. Legal Name and Address:

Name: Doral Digital Reprographics

Address: 5701 NW 39th Ave

City, State, Zip: Doral FL 33166 Phone/Fax: 305 704 3194

2. Check One: Corporation ☒ Partnership ☐ Individual ☐

3. If Corporation, state:

Date of Incorporation: 01-01-00 State in which Incorporated: FL

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

5. Name and Title of Principal Officers

Date Elected:

Giancarlo Annitto

01-01-06

Beatriz Pereira

01-01-06

Carlos Miranda

01-01-06

6. The length of time in business: 17 years

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

17 years

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

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

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

PRICE PROPOSAL FORM

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

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

LUMP SUM PRICE: \$ 54,600

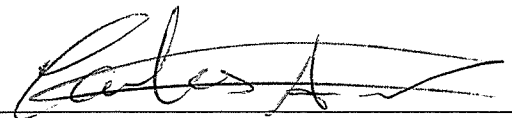
SUBMITTED
THIS

21 DAY OF June 202X. 2023

BID SUBMITTED BY:

Doral Digital Reprographic 305 704 3194
Company Telephone Number

Carlos Miranda
Name of Person Authorized to Submit Bid Fax Number



Signature

carlos@ddrepro.com
Email Address

U.P.
Title

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

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

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

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

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

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

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

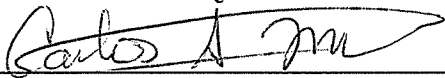
B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature 

Printed Name Carlos Miranda

DRUG-FREE WORKPLACE CERTIFICATION FORM

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

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

This Certification is submitted by Carlos Miranda the
VP of Doral Digital Reprographics
(Title/Position) (Name) (Company)

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

06-21-2023 Carlos A. Miranda
Date Signature

CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Carlos Miranda being first duly sworn, deposes and says that:

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

Signed, sealed, and delivered in the presence of:

Alejandra Ruiz
Witness

Victor Marin
Witness

By:  By: _____
Signature

Carlos Miranda U.P.
Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

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

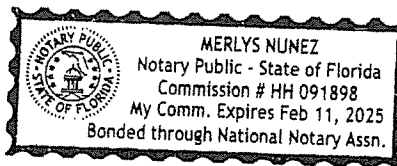
By: Carlos Miranda

Title: V.P.

Sworn and subscribed before this 21 day of JUNE, 2023.

[Signature]
Notary Public, State of Florida

MERLYS NUNEZ
(Printed Name)



My commission expires: FEB 11, 2025

DORAL DIGITAL REPROGRAPHICS

DDR GRAPHICS AND MARKETING

Mildred Cotilla

milly@ddrepro.com

305-704-3194

Beatriz Pereira

Betty@ddrepro.com

305-704-3194

Carlos Miranda

carlos@ddrepro.com

305-704-3194

6/21/2023

Gateway Entry Signage RFP 23-0609200

Table of contents:

- Letter of Transmittal**
- General Information**
- Project Approach**
- Experience and qualifications**
- Schedule**
- Pricing of service**
- References**
- Additional forms**

LETTER OF TRANSMITTAL:

We will be site surveying all 8 locations, removing all old signage, patching, and painting all holes, running all permits to the city. Making sure all gets done in a timely manner.

Once awarded and permits are submitted, we will have an exact schedule. But this whole process should be around 10-12 weeks.

Below are all contact personnel:

Carlos Miranda - Project Manager

Gianfranko Annitto - Lead Installer

Cassandra Machin - Lead Installer

Samuel Martinucci - Lead Installer

Leandro Manoli - Installer

Marcelo Leon - Installer

Samuel Romero - Installer

Ender Chaparo - Installer

Jose Hernandez - Installer

Doral Digital Reprographics

DDR Graphics and Marketing

Carlos Miranda

carlos@ddrepro.com

786-539-8444

Open from 8am-6pm

Registered in the State of Florida.

Filing Information

Document Number P06000002247

FEI/EIN Number 20-4073160

Date Filed 01/05/2006

Effective Date 01/01/2006

We are fully licensed and insured.

Project approach:

Once awarded we will assign a designated point of contact as the main contact for all business pertaining to the City of Opa-locka.

We have a full understanding of this project as we did the monument on NW 151 Street and 37th Ave with Rose McKay way back around 15 years ago.

We understand everything involved from the site survey to the removal and the new signs.

We also have a great understanding of your branding so we can easily capture the design process.

We also understand we will be doing the lighting and native plants around the signs.

Experience and Qualifications:

We have a vast amount of experience doing monument signs as this is a huge part of our business. Please see attached pictures of previous references:

Shirley Forero

Transit Operations Manager

City of Doral

8401 NW 53 Terrace

Doral, FL 33166

T (305) 593-6740 Ext. 6013

F (305) 593-9917

shirley.forero@cityofdoral.com

www.cityofdoral.com

Martin Cevallos

Fleet Maintenance Supervisor

City of Doral

8401 NW 53 Terrace

Doral, FL 33166

T (305) 593-6740

F (305) 593-6617

martin.cevallos@cityofdoral.com

www.cityofdoral.com

Leroy Garcia

Facilities Administrator

CareerSource South Florida

7300 Corporate Center Drive, Suite 500

Miami, FL 33126

P: 305-929-1511 | F: , Cell 786-570-1209

email: leroy.garcia@careersourcesfl.com

web: www.careersourcesfl.com

Lissie Allen, Graphics Manager
Miami-Dade County, Internal Services Department
2225 NW 72 Avenue, Miami, Florida 33122
305-592-3016 Phone 305-592-3616 Fax 305-487-3457 Cell
Intra-County Cisco System Direct Line: 5001557

Neftali (Nef) Albino
Principal Auto Technician/Shop Manager



Fleet Management Division
Keep Collier Running

8300 Radio Rd, Naples FL 34104
Phone: 239.252.4017 Cell: 239-821-5379 Fax: 239.252-2846
Neftali.Albino@colliercountyfl.gov



Racquel Asa
Chief Marketing Officer



m. 407-209-6225 | w. www.ridebeep.com
13485 Veterans Way • Suite 110 • Orlando, FL • 32827
Download: [Ride Beep App](#)



Pricing of service:

\$54,600.00

Item #1- Design fee which includes site surveys and x3 designs prior to starting.

Item #2- x6 existing signs

Item #3- New Monumnets

Item #4- Permit City Fee. Price changes depending on what the city charges.

Item #5- Running Fee back and forth to the City.



DORAL DIGITAL REPROGRAPHICS, CORP.

5701 NW 79th Ave
Miami, FL 33166
Ph: (305) 704-3194
FAX: (305) 704-3195
Email: betty@ddrepro.com
Web: www.ddrepro.com

Estimate #: 1581

Page 1 of 3

Created Date:	6/21/2023 2:10:00PM	Prepared For:	City of Opa Locka
Salesperson:	House Account	Contact:	
Email:		Phone:	N/A
Phone:	N/A	Email:	kleonard@Opalockafl.gov
Entered by:	Carlos Miranda	Address:	12950 NW 42nd Avenue (Lejeune Road) Opa Locka, FL 33054

Description: Gateway Entry Signage RFP 23-0609200

		Quantity	Unit Price	Subtotal
1	Product: Design Description: Includes doing x3 designs. Once one of them is approved we will proceed to design all x8 signs. (6 existing monuments and x2 new monuments). • Not Assigned,	1	\$775.00	\$775.00
		Quantity	Unit Price	Subtotal
2	Product: Digital Prints Description: PVC White 1" EXISTING SIGNS: Includes removing old sign, painting and patching existing holes and redoing new sign. Includes new Solar lights and native bushed • 6, 60 in (W) x 60 in (H) Single Sided Flat Stock Print, Made From PVC White 1" 48" x 96"	6	\$5,133.3333	\$30,800.00
		Quantity	Unit Price	Subtotal
3	Product: Misc Description: New Monumnets. Includes new Solar lights and native bushed • (2) NEW MONUMNETS • Description: New Monumnets. Includes new Solar lights and native bushed	2	\$11,000.00	\$22,000.00



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Estimate #: 1581

Page 2 of 3

		Quantity	Unit Price	Subtotal
4	Product: Misc	1	\$375.00	\$375.00
	Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			
	• (1) Permit Fee - City Fee			
	• Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			

**DORAL DIGITAL REPROGRAPHICS, CORP.**

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Estimate #: 1581

Page 3 of 3

		Quantity	Unit Price	Subtotal
5	Product: Misc	1	\$650.00	\$650.00
	Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM • (1) Permit Fee - Running Fee • Description: THE PERMIT ACQUISITION FEE CORRESPONDS TO THE LABOR OF PROCESSING OF THE PERMIT DIGITALLY AND IT IS NOT REFUNDABLE. DDR DOESN'T GUARANTEE ZONING APPROVAL FROM THE CITY PROCESS. THE COST OF THE PERMIT IS EXCLUDED FROM THIS FEE. THE PROCESSING PERMIT FEE WILL COVER : - SET UP OF ALL FORMS AND DOCUMENTS NEEDED FOR THE BUILDING DEPARTMENT PERMIT PROCESS. - A MAXIMUM OF ONE (1) TIME FOR PROCESSING CITY PERMITS OR ONE FULL TRIP (WHICH INCLUDES TRAVEL DISTANCE TO THE BUILDING DEPARTMENT). ANY TRIP TO THE BUILDING DEPARTMENT WILL HAVE AN EXTRA CHARGE OF 275.00 WHICH INCLUDES ALL DOCUMENTS PREPARATIONS AND PLAN'S REVISION THAT DOESN'T REQUIRES ENGINEERING REWORK. - EXCLUDES HARD COST OF PERMITS. THE HARD COST OF THE PERMIT MUST BE ADVANCED TO DDR IN A FORM			

Subtotal: \$54,600.00
Total: \$54,600.00
Deposit Required: \$54,600.00

Payment Terms: Net 30; Balance due in 30 days.
Accounts with credits will have 90 days to use them towards pending invoices or new orders. After 90 days, credits not used will be lost

Client Reply Request

☐ Estimate Accepted "As Is". Please proceed with Order.
☐ Changes required, please contact me.

☐ Other: _____
SIGN: _____ **Date:** ____ / ____ / ____

Print Date: 6/21/2023 2:57:15PM

Excla Specialty Contractor Solutions, LLC

7814 NW 54 Street
Doral, FL 33166
305-722-7241

Contact Person(s):

Carlos Bared 786-423-5143
or
Ralph Jimenez 305-992-7338

June 23, 2023

Proposal submitted in response to:

CITY OF OPA-LOCKA RFP 23-0609200

GATEWAY ENTRY SIGNAGE INSTALLATION AND SERVICES

Excla Specialty

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3.2.6 Experience and Qualifications.....	Tab 5
3.2.7 Schedule.....	Tab 6
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3.2.10 Additional Forms.....	Tab 9

Excla Specialty

General Information
Section 3.2.4 (Tab 3)

3.2.4.1 Name of Business:	Excla Specialty Contractor Solutions, LLC
3.2.4.2 Mailing Address and Phone Number:	7814 NW 54 Street Doral, FL 33166 Ph: 305-722-7241
3.2.4.3 Names and contact information:	Robert Taquechel Project Manager 786-295-2901 robert@exclamarketing.com Ralph Jimenez Project Executive 305-992-7338 ralph@exclamarketing.com Carlos Bared Project Administrator 786-423-5143 exclaspecialty@gmail.com
3.2.4.4 Normal business hours:	We operate under normal working hours. M-F 7:30am – 3:30PM
3.2.4.5 State if business is local:	Excla Specialty is a Florida limited liability corporation. We are based in Miami-Dade County and our projects are mostly in and around South Florida.
3.2.4.6 Date business was organized:	January 18, 2023
3.2.4.7 Location of the office: number of employees:	7814 NW 54 St., Doral, Florida 33166 (7)

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

Excla Specialty Contractor Solutions LLC (ExclaSpecialty) is an affiliated company to Multicorp Marketing Inc. dba ExclaMarketing and Taquechel Construction Group Inc. The principals of these companies joined forces to establish Excla Specialty, which benefits from their combined expertise and experience.

3.2.4.9 Licenses:

Miami-Dade County Business License
No. 7354399

Florida Certified General Contractor
Florida Department of Business and
Professional Regulation
Robert Taquechel
No. CGC058956

Excla Specialty

Project Approach

Section 3.2.5 (Tab 4)

Excla Specialty Contractor Solutions (ExclaSpecialty) is pleased to submit our Project Approach for the City of Opa-locka rebranding project. Our approach is guided by a commitment to excellence, creativity, and a deep understanding of the project's objectives. We have extensive experience in providing design, fabrication, rehabilitation, maintenance, and installation services for signage projects, including gateway entry signage.

To fulfill the scope of services outlined in the RFP, our Project Approach encompasses the following key elements:

1. *Design Excellence:* We will develop a comprehensive design strategy that aligns with the city's vision and goals. Our team will carefully select colors, font styles, and materials to ensure the design elements complement the existing city seal while bringing a fresh and vibrant identity to the gateways.
2. *Gateway Rehabilitation and Construction:* ExclaSpecialty will rehabilitate the existing six gateways, ensuring they align with the unified branding approach. Additionally, we will construct two new gateways that harmonize with the rehabbed gateways, maintaining a consistent and cohesive aesthetic throughout all eight locations.
3. *Moorish Design Integration:* Drawing inspiration from the city's architectural heritage, we will incorporate Moorish design elements into the gateway signage. This integration will celebrate Opa-locka's unique cultural identity and create a sense of pride within the community.
4. *Branding Consistency:* We will establish a unified branding approach across all eight gateways, ensuring a cohesive and recognizable visual identity for the city. This consistency will enhance brand recognition and create a lasting impression on both residents and visitors.
5. *Sustainable Practices:* ExclaSpecialty is committed to sustainability. We will incorporate low maintenance, drought-tolerant, and native plant species around the gateways to enhance the environmental impact positively. Furthermore, we will prioritize solar-powered illumination for energy efficiency.
6. *Routine Maintenance and Repairs:* Our team is committed to ensuring the gateways remain in optimal condition. We propose a monthly maintenance service at a cost of \$75.00 per month per sign. This service includes labor for inspection, cleaning, and landscape maintenance of the shrubbery and ground cover in the immediate 4-foot radius area around each sign. We understand the importance of prompt attention to any issues that may arise, and we are committed to addressing them swiftly. Please note that any plant replacement, lighting repairs, and sign repairs would incur an additional

charge for the materials. This approach ensures the longevity and aesthetic appeal of the gateways while providing a cost-effective solution for the City of Opa-locka. For each 1-year renewal beyond the initial term of the agreement, we will consider an adjustment to the monthly maintenance cost in line with the Consumer Price Index (CPI) to account for inflation and changes in market conditions.

6. **Subcontractor Management:** ExclaSpecialty will maintain a list of pre-approved subcontractors who possess the necessary expertise to support the project. We will ensure their qualifications align with the project requirements, enhancing efficiency and quality throughout the implementation process.

Our extensive experience in outdoor signage projects demonstrates our competence and commitment to delivering exceptional results. We have successfully completed many similar projects for private entities, as evidenced by our track record and client references.

It's important to note that this project approach represents our best estimate based on current market conditions and the information provided in the RFP. As such, it is subject to change as these conditions evolve and as we gain a more in-depth understanding of the project's specific needs. We remain flexible and adaptive to any changes that may arise during the course of the project. Our primary commitment is to deliver a high-quality service that meets the City of Opa-locka's expectations and aligns with the goals and vision outlined in the RFP. We look forward to the possibility of adjusting and refining our approach as we move forward, ensuring the best possible outcome for the City and its residents.

ExclaSpecialty is excited to embark on this rebranding project for the City of Opa-locka. We are confident that our Project Approach aligns with the city's vision and requirements, and we are fully committed to exceeding expectations. We look forward to the opportunity to collaborate with the City and contribute to the successful transformation of the gateways.

Excla Specialty

Experience and Qualifications
Section 3.2.6 (Tab 5)

Excla Specialty Contractor Solutions, LLC

“Providing expert design, installation & general construction services for specialty projects including interior and exterior signage, wayfinding and markings.”

At Excla Specialty Contractor Solutions, LLC (“ExclaSpecialty”), we are dedicated to providing top-notch design, installation and general construction services for specialty projects. Our areas of expertise include interior and exterior signage, wayfinding and markings. We understand the importance of clear and effective communication in the planning, design, and implementation stages of each project, and we work closely with our clients to ensure that their goals are met and exceeded.

ExclaSpecialty is a leader in providing professional interior and exterior signage services for commercial construction projects. Our team of experts specializes in creating custom signs and wayfinding systems that effectively communicate your brand and meet the specific requirements of your project. From design to installation, we work closely with our clients to ensure that their objectives are achieved, utilizing only the highest-quality materials and the latest technologies. Whether you're looking for a simple sign for your office building, a complex wayfinding system for your hospital, or custom markings for your stadium, Excla Specialty Contractor Solutions, LLC is the right choice for you.

Our team of experienced professionals has a passion for design and a commitment to quality. We use only the highest-quality materials and the latest technologies to ensure that each project is completed to the highest standards.

At ExclaSpecialty, we believe that the key to success is a combination of attention to detail, exceptional customer service, and the use of innovative technologies. We are confident that we can provide you with the expert services you need to bring your vision to life.

If you're interested in learning more about what ExclaSpecialty can do for you, please don't hesitate to get in touch. We look forward to working with you!

Key Personnel

The following principals of the company joined forces to establish Excla Specialty Contractor Solutions, which benefits from their combined expertise and experience.

Rafael Jimenez is a highly accomplished professional with extensive expertise in advertising, marketing, and print production. Currently serving as the Chief Operating Officer of ExclaMarketing, Ralph plays a pivotal role in the company's operations and strategic direction. He is a dynamic leader with a proven track record of success in various roles within the marketing and printing industry.

Ralph's educational background includes a Bachelor of Business Administration degree from Florida International University, where he honed his skills in business management and marketing. With a strong foundation in these areas, he embarked on a remarkable career that has spanned several key positions.

In 2013, Ralph assumed the role of Director of Operations at ExclaMarketing, bringing his extensive knowledge and experience to propel the company forward. Prior to joining ExclaMarketing, he held the prestigious positions of President and Chief Operating Officer at Granada Printing Inc. Throughout his tenure at Granada Printing Inc., Ralph demonstrated exceptional leadership abilities, driving growth, and ensuring operational excellence.

Alongside his professional commitments, Ralph actively contributes to the industry by serving on the Board of Directors of the Latin Builders Association. In addition, he holds the esteemed role of publisher for the association's renowned Proyecto Magazine, which showcases the latest developments and trends within the trade.

In 2017, Ralph further expanded his expertise and joined 3e11, where he continues to provide invaluable insights and consultation in advertising and marketing. His proficiency extends to digital and print production, innovative marketing campaign strategies, brand development, product positioning, and corporate image design and management.

With his wealth of knowledge and experience in the marketing and printing industry, Ralph Jimenez brings a unique perspective to any project. His strategic vision, strong leadership, and commitment to excellence make him an invaluable asset in achieving and exceeding organizational goals.

Robert L. Taquechel, is a highly skilled Construction Professional with over 30 years of experience in the industry. His expertise lies in design and construction practices, methods, and materials. Robert holds a State of Florida Certified General Contractors License and a Public

Adjusters License. He earned a Bachelor of Science Degree in Construction Management from Florida International University.

Throughout his career, Robert has successfully managed and overseen more than 400 construction projects across various sectors. His diverse portfolio includes urban community residential construction, custom high-end residential projects, retail construction, executive offices, veterinary surgery centers, industrial facilities, and roadway and bridge demolition and construction. In addition, he has conducted numerous building inspections and expertly handled over 50 property damage claims.

As the President of Taquechel Construction Group, Inc., Robert has been leading the company since 1999. He is also a licensed Public Adjuster, providing valuable expertise in property insurance claims.

Prior to founding his own company, Robert gained experience as a Project Manager at ABC Cutting Contractors, Inc., a Road/Bridge Inspector at Fredrick R. Harris Engineering, and a Superintendent of Construction at Garmon Construction Corp.

Throughout his career, Robert has completed several notable projects, demonstrating his strong project management and supervision skills. Some of these projects include custom residential remodeling and additions, executive office renovations, industrial facility expansions, animal hospital remodeling, and highway interchange projects. His attention to detail and commitment to excellence have consistently resulted in successful outcomes for his clients.

Robert received his Associate in Arts Degree from Miami Dade Community College and holds a Bachelor of Science in Construction Management from Florida International University. He has also completed OSHA-certified training and received training in Xactimate 28, a widely used software in the insurance restoration industry.

With his extensive experience, professional licenses, and comprehensive knowledge of construction management, Robert Taquechel is well-equipped to contribute to the success of any construction project. His dedication to delivering high-quality results and his strong leadership skills make him an invaluable asset to any team.

Dr. Carlos E. Bared, DBA, an accomplished leader with over 25 years of C-level experience in various industries, including retail, finance, and nonprofit. With expertise in consumer behavior,

financial decision-making, and behavioral economics, he brings a unique perspective to business strategy and operations.

As the Principal/Founder of 3e11, LLC, Dr. Bared leads a team dedicated to incubating and developing blockchain-related solutions for various sectors, such as education, healthcare, marketing, retail, and cryptocurrency. His firm specializes in areas including cryptocurrency mining, trading strategies, accounting, tax, and self-directed IRA set up and administration.

Dr. Bared also serves as an Advisor to the CEO and Board of Advisors for Grupo Selecta S.A., a leading furniture and home furnishings retailer in the Republic of Panama. With his guidance, Grupo Selecta has thrived, becoming the largest retailer, importer, and distributor in the country.

Previously, as the CEO of Farm Stores Corporation, Dr. Bared oversaw the acquisition of Gardner's Super Markets and successfully developed and implemented the Farm Stores franchise concept. He also spearheaded the development of an innovative e-commerce platform for online grocery shopping with drive-thru pick-up.

Dr. Bared's financial acumen and strategic expertise were further demonstrated during his tenure as the Chief Financial Officer of United Petroleum Corporation and REWJB Dairy Plant Associates. He successfully secured financing, oversaw mergers, and led efforts in financial management, dispute resolution, and strategic planning.

Throughout his career, Dr. Bared has been recognized for his leadership contributions. He has served on numerous corporate and nonprofit boards, including the Miami Children's Museum and the Construction Financial Management Association. Additionally, his commitment to ocean conservation and coastal clean-up is evident through his involvement with environmental initiatives.

Dr. Bared holds a Doctor of Business Administration degree from Florida International University, with his research focusing on consumer behavior and financial decision-making. He also holds an MBA from the University of Miami and a Bachelor of Business Administration degree from Loyola University of New Orleans.

Beyond his professional achievements, Dr. Bared finds fulfillment in his family life, having been happily married to Hanna for 30 years. Together, they have raised three adult children, Christopher, Nicolas, and Matthew.

With his wealth of experience, strategic mindset, and dedication to excellence, Dr. Carlos E. Bared brings valuable insights and leadership to any organization or project he is involved in.

RECENT PROJECT HISTORY AND REFERENCES

Miami, FL, United States of America FTX Arena

Completed: 2022 (60 days)

\$200,000

DI Build LLC

Kevin Istas

(913) 340-0988 kistas@dibuild.com

Coral Gables, FL, United States of America Quirch Foods _ POS displays

Completed: 2022 (14 days)

\$17,800

Quirch Foods

Mr. Jorge Roza

(305) 691-3535 jorge.roza@quirchfoods.com

2937 Southwest 27th Avenue, Miami, FL 33133, United States of America Farm Stores

Completed: 2022 (21 days)

\$25,000

Farm Stores Franchising LLC Maurice Bared

(800) 726-3276 maurice.bared@farmstores.com

Belfast, Maine, Mowi Seafood, Interior signage & branding

Completed: 2023 (21 days)

\$44,000

Mowi Seafood Inc. Janet Chiriboga

786-214-8345 janet.chiriboga@mowi.com

Miami, Florida Pure Formulas, Exterior and interior signage & branding

Completed: 2022 (7 days)

\$6,000.00

Pure Formulas David Rodriguez

305-887-0024 david@pureformulas.com

Schedule

Section 3.2.7 (Tab 6)

Excla Specialty Contractor Solutions LLC (ExclaSpecialty) is grateful for the opportunity to present our proposal for the Gateway Entry Signage Installation and Services. We have meticulously examined the project scope and purpose as outlined in the City of Opa-locka's RFP #23-0609200. In response, we have crafted a comprehensive timetable that pinpoints the duration necessary to accomplish each segment of the program.

It's important to note that this timeline represents our best estimate based on current market conditions and the information provided in the RFP. As such, it is subject to change as these conditions evolve and as we gain a more in-depth understanding of the project's specific needs.

Drawing from our wealth of expertise and experience, we propose the following timeline for the project:

1. Rehabilitation of the 6 existing gateways: [120] days from the project start date.
2. Construction and development of 2 new gateways: [90] days from the project start date.
3. Ensuring a unified branding for all 8 gateways: [60] days from the project start date.
4. Incorporating Moorish features into the design: [60] days from the project start date.
5. Providing consistent coloration across all 8 gateways: [90] days from the project start date.
6. Planting low maintenance, drought-tolerant, and native species around the gateway: [90] days from the project start date.
7. Providing illumination/light to the gateway (preferably powered by solar): [90] days from the project start date.
8. On-the-spot routine maintenance and repairs as necessary: Ongoing throughout the project duration.
9. Maintaining and providing a list of pre-approved subcontractors: Ongoing throughout the project duration.

Our project team is prepared to commence work on the earliest available start date [21] days after Notice to Proceed.

Considering the timeline for each component of the program, we anticipate completing the entire project within [180] days from the project start date.

Please note that the proposed schedule provided above is preliminary and subject to review and potential adjustments based on unforeseen or unanticipated conditions that may arise

during the course of the project. Excla Specialty Contractor Solutions LLC (ExclaSpecialty) acknowledges that design-build projects can involve complexities and uncertainties, and we are committed to addressing any challenges that may arise with a proactive and flexible approach. We will work closely with the City of Opa-locka to assess and adapt the schedule as necessary to ensure successful project delivery while maintaining the highest standards of quality and compliance.

ExclaSpecialty is committed to delivering high-quality results within the specified timeframe. We understand the importance of rebranding the City of Opa-locka and creating gateways that reflect the community's identity and pride. Our team is equipped with the necessary skills, expertise, and resources to efficiently manage and execute each stage of the project while ensuring compliance with all relevant standards and regulations.

Thank you for considering Excla Specialty Contractor Solutions for this important endeavor. We look forward to the opportunity to contribute to the rebranding and enhancement of the City of Opa-locka's gateways.



Excla Specialty

Pricing of Services
Section 3.2.8 (Tab 7)

Fee basis included as lump sum,
In accordance with the attached
PRICE PROPOSAL FORM



Excla Specialty

References

Section 3.2.9 (Tab 8)

RECENT PROJECT HISTORY AND REFERENCES

Miami, FL, United States of America FTX Arena

Completed: 2022 (60 days)

\$200,000

DI Build LLC

Kevin Istas

(913) 340-0988 kistas@dibuild.com

Coral Gables, FL, United States of America Quirch Foods _ POS displays

Completed: 2022 (14 days)

\$17,800

Quirch Foods

Mr. Jorge Roza

(305) 691-3535 jorge.roza@quirchfoods.com

2937 Southwest 27th Avenue, Miami, FL 33133, United States of America Farm Stores

Completed: 2022 (21 days)

\$25,000

Farm Stores Franchising LLC Maurice Bared

(800) 726-3276 maurice.bared@farmstores.com

Belfast, Maine, Mowi Seafood, Interior signage & branding

Completed: 2023 (21 days)

\$44,000

Mowi Seafood Inc. Janet Chiriboga

786-214-8345 janet.chiriboga@mowi.com

Miami, Florida Pure Formulas, Exterior and interior signage & branding

Completed: 2022 (7 days)

\$6,000.00

Pure Formulas David Rodriguez

305-887-0024 david@pureformulas.com

Additional Forms
Section 3.2.10 (Tab 10)

[See Attached]

- Proposer's Qualifications
- PRICE PROPOSAL FORM
- DRUG FREE WORK PLACE CERTIFICATION FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION
PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY
- CITY OF OPA-LOCKA NON-COLLUSION AFFIDAVIT
- NON-DISCRIMINATION AFFIDAVIT
- E-VERIFY FORM
- (3) unique signage options together with description
- IRS Form W-9
- Certificate of Insurance

Excla Specialty

PRICE PROPOSAL FORM

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

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

LUMP SUM PRICE: \$ 180,532.00

SUBMITTED
THIS

23

DAY OF

June, 2023

202X.

BID SUBMITTED BY:

Excla Specialty Contractor Solutions, LLC

Company

305-722-7214

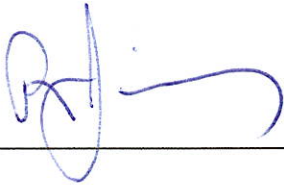
Telephone Number

Ralph Jimenez

Name of Person Authorized to Submit
Bid

n/a

Fax Number



Signature

exclaspecialty@gmail.com

Email Address

Principal/Project Executive

Title

DRUG-FREE WORKPLACE CERTIFICATION FORM

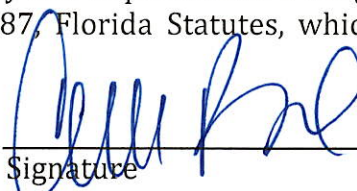
Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace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

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

This Certification is submitted by Carlos Bared the
Principal/Project (Name)
Administrator of Excla Specialty Contractor Solutions, LLC
(Title/Position) (Company)

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

June 9, 2023
Date


Signature

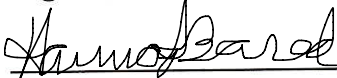
CITY OF OPA-LOCKA
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA - COUNTY OF MIAMI DADE

Carlos Bared being first duly sworn, deposes and says that:

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

Signed, sealed, and delivered in the presence of:


Witness

By: 
Signature

Witness

Carlos Bared, Principal/Project Administrator
Print Name and Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance - Miami 8700 W. Flagler Street Suite 402 Miami FL 33174	CONTACT NAME: Nidia Soto PHONE (A/C, No, Ext): 305-446-5474 FAX (A/C, No): 305-444-8796 E-MAIL ADDRESS: nidia.soto@acentria.com
INSURED Multicorp Marketing, Inc. dba Exclamarketing 7814 NW 54th Street Doral FL 33166	INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Insurance Company of America INSURER B : Progressive Express Insurance Company INSURER C : ALLIED Property and Casualty Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1855234039

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ACPLGLZO3096456831	2/3/2023	2/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			02004120	4/3/2023	4/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP (NI Only) \$ 10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ACPCAP3096456831	2/3/2023	2/3/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			ACPLGLZO3096456831	2/3/2023	2/3/2024	231,800 Ded \$2500 W/H 5%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Printing and Graphics of Business Cards, Catalogs, Brochures, Presentation Folders, Flyers, Posters, Menus, Signs and Banners
Basketball Properties, Ltd. 601 Biscayne Blvd., Miami FL 33132 and Miami-Dade County, 601 Biscayne Blvd., Miami FL 33132 are listed as Additional Insureds as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION 30 Days and 10 Days Nonpayment

DI Build, LLC
10000 Marshall Drive
Box 12
Lenexa KS 66215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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June 23, 2023

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

e-bid submitted via
www.demandstar.com

Subject: Letter of Transmittal of Proposal Documents for RFP No. 23-0609200

Dear Hon. Joanna Flores, City Clerk,

Enclosed please find one (1) original, six (6) copies and one (1) Flash Drive (in PDF format), representing our bid submission for the design, fabrication, rehabilitation, maintenance, and installation services for the City of Opa-locka's, Gateway Entry Signage Installation and Services project, in response to the Request for Proposal (RFP) No. 23-0609200.

We appreciate the opportunity to submit our proposal for the Gateway Entry Signage Installation and Services project. We have a clear understanding of the work to be done as outlined in the RFP, including the design, fabrication, rehabilitation, maintenance, and installation services for signage at eight designated gateways. We are fully committed to performing the work with utmost professionalism, attention to detail, and adherence to the highest industry standards. Our experienced team, coupled with our comprehensive knowledge and expertise in specialty construction projects, positions us to deliver exceptional results that align with the City of Opa-locka's vision. We are dedicated to fulfilling the project requirements efficiently, effectively, and to the complete satisfaction of all stakeholders involved.

We have assigned the following members of our team to supervise and execute the work on this project:

1. Robert Taquechel
Project Manager
786-295-2901

robert@exclamarketing.com

Project Manager responsible for the overall project supervision, coordination, installation and maintenance management.

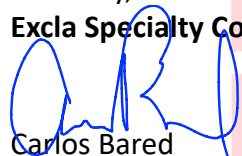
2. Ralph Jimenez
Project Executive
305-992-7338
ralph@exclamarketing.com
Point of contact for all project related graphic design and fabrication matters.

3. Carlos Bared
Project Administrator
786-423-5143
exclaspecialty@gmail.com
Responsible for the overall financial management and administration of the project.

Thank you for your attention to this matter. We look forward to the possibility of working with the City of Opa-locka on this exciting project.

The undersigned hereby certifies that the contents of our responses to the City of Opa-locka's RFP No. 23-0609200 represent Excla Specialty's best efforts in submitting a responsive bid.

Sincerely,
Excla Specialty Contractor Solutions, LLC



Carlos Bared
Principal/Project Administrator

Excla Specialty



Search all services we offer...



Vehicle Registration



Property Tax



Business Tax



Tourist Tax

Search > Account Summary

Business Tax Account #7354399

EXCLA SPECIALTY CONTRACTOR SOLUTIONS LLC

[Request a change to your Business Tax Account](#)

Current owner:

EXCLA SPECIALTY CONTRACTOR SOLUTIONS LLC C/O CARLOS E BARED PRES

Current business address:

7814 NW 54TH ST
DORAL, FL 33166-4108

[More Details](#)



[Get bills by email](#)

Amount Due

RECEIPTS	AMOUNT DUE
2023 Receipt #7648403	02/14/2023 - 09/30/2023 \$45.00

[Print \(PDF\)](#)

Total Amount Due: \$45.00

[Add To Cart](#)

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

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

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

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

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

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

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

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

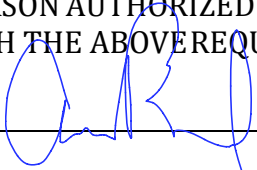
C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. The failure of the Proposer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

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

Signature

A handwritten signature in blue ink, appearing to be 'Carlos Bared', is written over a horizontal line.

Printed Name Carlos Bared/Excla Specialty Contractor Solutions, LLC

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Excla Specialty Contractor Solutions LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 7814 NW 54 Street	Requester's name and address (optional) City of Opa-locka
	6 City, state, and ZIP code Doral, FL 33166	Office of the City Clerk 780 Fisherman Street, 4th Floor, Opa-locka,
7 List account number(s) here (optional) RFP #23-0609200		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
9	2		-	2	0	1	3	9	2
								1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Carlos E. Bared</i>	Date ► 06-06-2023
------------------	---	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Sponsored By: Interim City Manager

RESOLUTION NO. 23-

AN EMERGENCY RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH CABALLERO, FIERMAN, LLERENA, GARCIA, LLP FOR INDEPENDENT CONSULTANT AUDIT SUPPORT SERVICES; REPEALING RESOLUTION NO. 22-034 THAT AWARDED THE SAME SERVICES TO THE FIRIM ANTHONY BRUNSON, P.A., PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently has an approved agreement with Anthony Brunson , P.A. for certified accounting services that was approved by the City of Opa-Locka ("City") on October 5, 2022; and

WHEREAS, the Interim City Manager now desires that the City contracts with Caballero, Fierman, Llerena, Garcia, LLP for the same services, but not to exceed Three Hundred Thousand Dollars (\$300,000) under any circumstances; and

WHEREAS, the Interim City Manager has confirmed that Caballero, Fierman, Llerena, Garcia, LLP will undertake responsibilities to review and provide reconciliations for major account balances, conduct support functions to the City's external auditors and produce annual financial reports for fiscal year ending September 30, 2022; and

WHEREAS, the City Commission finds that finds that it is in the best interest of the City to approve an Emergency Agreement with Caballero, Fierman, Llerena, Garcia, LLP.

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

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

SECTION 2. The City Commission of the City of Opa-Locka, Florida hereby authorizes the Interim City Manager to execute an Emergency Agreement with Caballero, Fierman, Llerena, Garcia, LLP., as set forth in the Agreement attached hereto as Exhibit "A", for an amount not to exceed Three Hundred Thousand Dollars (\$300,000). The City Commission further desires to repeal Resolution No. 23-034 with Anthony Brunson, P.A. for the same services.

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

SECTION 4. This Resolution shall take effect upon adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and **ADOPTED** this _____ day of _____, 2023.

John Taylor, 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 _____

Commissioner Kelley _____

Commissioner Williams _____

Vice Mayor Ervin _____

Mayor Taylor _____



City of Opa-locka Agenda Cover Memo

Department Director:	Niema Walker		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	9.13.2023		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
			(Enter X in box)				
			Public Hearing:	Yes	No	Yes	No
			(Enter X in box)		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:

A resolution authorizing the Interim City Manager to execute an emergency agreement with Caballero, Fierman, Llerena and Garcia, LLP for Independent Consultant Support Services in delivering the FY 22 Financial Statement and Audit Report. This service shall be provided at an amount not to exceed \$300,000 for a term to begin immediately.

Staff Summary:

In FY 23, The City contracted Anthony Brunson, P.A. to conduct professional accounting and internal auditing services in the amount of \$500,000. The Marcum Group serves as the City's external auditing company. An agreement dated August 11, 2023, was presented to the City Administration by Anthony Brunson, P.A. in the amount of \$450,000.00. The City initially desired to renew its contract with Anthony Brunson, P.A. although the staff were unable to execute the agreed services resulting in the City missing submission deadlines. During the excessive research process, Caballero, Fierman, Llerena, Garcia, LLP presented an engagement letter for identical services in the amount of \$250,800.00. At the conclusion of discussion with both firms, it is the staff's

recommendation to no longer continue business with Anthony Brunson P.A. and to enter into an emergency agreement with Caballero, Fierman and Llerena and Garcia, LLP not to exceed \$300,000. Beginning September 1, 2023, Caballero, Fierman, Llerena, Garcia, LLP (CFLG) will be responsible for serving as an independent consultant to the City. The CFLG team shall undertake responsibilities to review and provide reconciliations for major account balances, conduct support functions to the City's external auditors and produce annual financial reports for fiscal year ending September 30, 2022.

Financial Impact – The expense for this engagement will be charged to both FY 23 and FY 24 with approximately one-sixth of the cost being charged to FY 23. This charge is allocated 60% to the General Fund (Finance – Professional Services – 17-513312) and 40% to the Water-Sewer Fund (Water-Sewer Finance – Contracted Services 61-513340). For F Y 23, the Finance – Professional Services account has \$65,189 available at the Water-Sewer – Contracted Services has \$77,594 available, which should be sufficient to accommodate the FY 23 charges. The Proposed FY 24 Budget has sufficient funds in both accounts to accommodate the portion of this engagement charged to FY 24.

Proposed Action:

Staff recommends that the City Commission authorize the Interim City Manager to enter into an agreement with Caballero, Fierman, Llerena, Garcia, LLP to support the City Finance Department in the preparation of the FY 22 Annual Audit.

Attachment:

Caballero, Fierman, Llerena, Garcia, LLP- Engagement Letter
Caballero, Fierman, Llerena, Garcia, LLP- Proposal for Audit Preparation Services
Anthony Brunson, P.A.- Agreement for Accounting Services

August 23, 2023

Honorable Mayor and Members of the City Commission
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

Re: Engagement Letter with Caballero Fierman Llerena & Garcia, LLP ("We", "our" or "us")

We are pleased to confirm our understanding of the terms and objectives of our engagement to provide consulting services to the City of Opa-Locka (the "City") relating to the Audit Preparation Services for the fiscal year ended September 30, 2022.

Scope, Objective, and Responsibilities

We will perform limited consulting procedures solely to provide the City with Audit Preparation Services for the fiscal year ended September 30, 2022. We will perform the procedures as described in Appendix A.

Our procedures will be performed pursuant to the Standards for Consulting Services issued by the American Institute of Certified Public Accountants. Because the procedures described in Appendix A do not constitute an audit conducted in accordance with auditing standards generally accepted in the United States of America, we will not express an opinion on any of the claims or items referred to above. Our engagement cannot be relied upon to disclose errors, irregularities or illegal acts, including fraud or defalcations that may exist. We will inform you of any material errors, irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Engagement Administration, Fees, and Other

Enrique Llerena, CPA is the engagement partner for the Audit Preparation Services specified in this letter. His responsibilities include supervising CFLG's services performed as part of this agreement.

Our fee for these services will be based on the proposed hourly rates included below by level:

Title	Discounted Rate	Hours	Total
Partner	\$ 325	200	\$ 65,000
Manager	250	400	100,000
Supervisor	185	-	-
Senior	165	520	85,800
Staff	125	-	-
		1,120	\$ 250,800

We will require \$25,000 upon execution of this agreement as a start-up cost.

The fee estimate is based on anticipated cooperation from you and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is

necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered weekly as work progresses and are payable on presentation.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will be submitted to mediation, either prior to the filing of any legal action, or upon service of any lawsuit, upon written request of any party to the engagement. The party requesting mediation shall select the mediation provider from the list of mediation training providers approved by the Florida Supreme Court. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association or such other rules as may be agreed upon by the parties. The results of this mediation shall not be binding upon either party. Costs of any mediation proceeding shall be shared equally by both parties. The parties shall be responsible for their own legal fees incurred during the mediation. The venue of the mediation shall be in Miami-Dade County, Florida.

If mediation is unsuccessful, and/or if any legal proceedings are filed, by entering into this engagement, the City and we each expressly agree and acknowledge that Circuit Court for the Eleventh Judicial Circuit of Florida in and for Miami-Dade County, in Miami, Florida, and the United States District Court for the Southern District of Florida, in Miami, Florida, shall each have exclusive and sole jurisdiction for any action arising from, from relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions by us or the City and their respective employees, representatives, or agents. You expressly acknowledge that you voluntarily submit to personal jurisdiction in the State of Florida for any such legal action.

WE AND THE CITY EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ENGAGEMENT LETTER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER US OR THE CITY.

The provisions of the immediately preceding last two paragraphs of this engagement letter are each a material inducement for us to accept this engagement in accordance with the provisions of this engagement letter. The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action on our part and/or by the City and our relationship with the City shall be governed by the laws of the State of Florida. In any litigation brought either by us or the City, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement.

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for all direct or indirect charges incurred through the date of termination or resignation or thereafter as circumstances and this engagement agreement may require.

This engagement letter reflects the entire agreement between us relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of this agreement shall remain in effect. The agreements of the City and Caballero Fierman Llerena & Garcia, LLP contained in this engagement letter shall survive the completion or termination of this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,



Enrique Llerena, CPA
Managing Partner
Caballero Fierman Llerena & Garcia, LLP

RESPONSE:

This letter correctly sets forth the understanding of the City.

Authorized signature: _____

Title: _____

Date: _____

Appendix A

Audit Preparation Services to be performed for the fiscal year ended September 30, 2022 will consist of:

Timing: September 2023 to December 2023

Level of Staffing – Senior – 13 weeks

Scope of work: Completion of work papers including:

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create AJE's as deemed necessary
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- Assist with footnotes
- Additional procedures as deemed necessary subject to mutual agreement

Level of Staffing – Manager – 10 weeks

Scope of work: Completion/review of work papers including:

- Review of government wide workpapers
- Complete complex calculations for Pensions
- Assist with completion for OPEB
- Review of staff work
- Complete RSI information
- Complete footnotes
- Assist with cashflows
- Draft MD&A and update as necessary
- Assist with audit questions and attend City and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

Timing: January 2023

Level of Staffing – Senior

Scope of work: Assistance with the Florida AFR.

We understand that the team will be working with the Finance Director, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement. The services will be utilized for assistance of the completion of the Financial Statements, single audit and AFR reports.

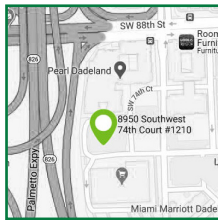


CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

OUR OFFICES

Miami-Dade Office

8950 SW 74th Court
Suite 1210
Miami, FL 33156

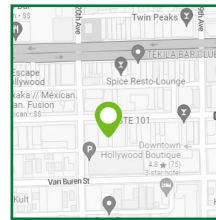


Broward Offices

3350 SW 148th Ave
Suite 110
Miramar, FL 33027

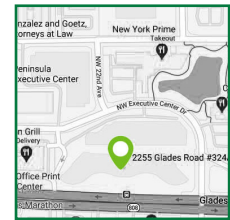


1930 Harrison Street
Suite 101
Hollywood, FL 33020



Palm Beach Office

2255 Glades Road
Suite 324A
Boca Raton, FL 33431





CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors

Caballero Fierman Llerena & Garcia, LLP
8950 SW 74th Court, Suite 1210
Miami, FL 33156
T:305.662.7272 F: 305.662.4266
CFLGCPA.COM

August 18, 2023

Niema Walker, MPA, CGFO
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054

Re: **Proposal for Audit Preparation Services**

The certified public accounting firm of Caballero Fierman Llerena & Garcia, LLP (CFLG) proudly submits the following proposal to provide Audit Preparation Services to the City of Opa-Locka (the City) for the fiscal year ending September 30, 2022. The firm consists of Certified Public Accountants and professionals dedicated to serving the public sector specializing in audits of non-profit and Governmental organizations. The partners of CFLG have been providing professional CPA services throughout Florida for the past 50 years and are members of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. Caballero Fierman Llerena & Garcia, LLP is also a member of the Governmental Audit Quality Center.

Our team offers the **following advantages:**

Personnel On-The-Job: Our Management Team's CPA's have a combined experience of over 50 years of professional practice and are committed to the government sector.

Knowledgeable Team: Because our team members are devoted to the government sector, we are experts in the intricacies and unique issues affecting the City.

Management Involvement:

- The professionals assigned to your engagement focus the **majority** of their time working **exclusively** with Governmental clients.
- **Experienced Firm Management** (Partners/Managers/Supervisors/Seniors) will dedicate **100 percent of their time** to your engagement.
- Because of our experience, we will use your staff's time **efficiently** and serve as a **valuable resource** for the City.

Timely Delivery of Services: We understand the importance of completing the reporting requirements and month-end processes in a timely manner and will work closely with you, your staff and your external auditors to exceed your expectations.

Please note the firm is assigning the following "Key" Engagement Team Members to your Engagement:

2 Partners
1 Manager
1 Senior
4 Total Key Team Members

Fees: We recognize that engaging an accounting firm is an important investment of the City. You can expect that we are competitively priced and that your investment in us will add value to your City.

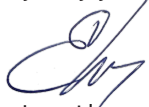
Caballero Fierman Llerena & Garcia, LLP has never received an unacceptable review from a federal or state desk review of any of its workpapers. In addition, CFLG nor any of its partners have ever been involved in any disciplinary action by a regulatory agency or professional organization.

License and Insurance: We are fully licensed and insured to provide the services identified in the scope of services. Copies of licensure and insurance documents can be provided upon request.

We are confident that our firm is eminently qualified to meet the challenges of this engagement. The City would be a valued client of our firm and we pledge to commit our resources to provide the level and quality of services that will fit the City's needs, and exceed your expectations.

Enrique Llerena, CPA, is authorized to make representations for and to bind the firm. He can be reached at 305-680-5132. His e-mail address is ellerena@cflgcpa.com. Please do not hesitate to call if you have any questions about the information provided in this proposal. We thank you for considering our firm's qualifications and experience and look forward to serving you.

Very truly yours,



Enrique Llerena, CPA - Partner
Caballero Fierman Llerena & Garcia, LLP
FEI# 55-0912340
CPA License#: AD64536



FIRM PROFILE

Caballero, Fierman, Llerena & Garcia, LLP (CFLG) has been serving the South Florida Community since 1972 with the highest level of ethical standards and an unparalleled level of professional and personal service with offices in Miami-Dade, Broward, and Palm Beach Counties.

CFLG offers an extensive range of professional services and a high degree of specialization. In addition to traditional accounting, audit, tax and consulting, the firm has developed several niche practice areas including services for the government and not-for-profit sectors.

Our professionals combine practical knowledge with years of experience to provide a level of understanding and service that is unique among professional service firms. We take a team approach to every engagement, ensuring the highest degree of technical knowledge, experience and understanding of current issues and regulatory matters. In addition, our firm is a member of Abacus Worldwide, an international association of independent accounting, consulting and legal firms which provides our Firm's professionals added access to a wide range of industry and service specialization.

FIRM SPECTRUM OF SERVICES

ASSURANCE SERVICES involve audits of financial statements of governmental entities, Federal and Florida Single Audits, employee benefit plans, and small businesses, compilations, reviews, Audit Support, agreed upon procedures, and internal control assessments.

TAX AND ADVISORY SERVICES involve tax return preparation for not-for-profit organizations, private companies and individuals. We also provide assistance to not-for-profit organizations and local governments with compliance and understanding of IRS regulations.

INFORMATION TECHNOLOGY (IT) includes services such as IT compliance assessments and penetration testing.

CFLG's philosophy is to provide our clients with the same high level of service they would expect from a large national firm, but with the personal attention of a small local firm. All of our clients have direct access to our partners. We commit to have our partners involved throughout all phases of the engagement. For example, our partners are in the field during the audit and all the decision making is on site.

Our professional staff is prepared and fully qualified to help you determine your realistic present and future goals, and assist you in reaching them. We combine invaluable experience gained at some of the most highly regarded international accounting firms, with the kind of personal service these firms can seldom provide.

Every member of our professional staff at the firm is here because they combine outstanding accounting qualifications with proven communication skills and depth of character. Our partners and staff are actively involved with recognized standard-setting organizations at the national, state, and local levels. The firm is also a member of the AICPA Governmental Audit Quality Center, which holds our firm to a higher standard of quality.

Our industry areas of specialization include:

- Governmental Organizations
- Not-For-Profit Organizations
- Federal and Florida Single Audits
- Charter Schools
- Retirement Plans (Defined Benefit, Defined Contribution, 403(b) and 401(k))
- Small Businesses
- Individuals



CABALLERO FIERMAN
LLERENA + GARCIA LLP

accountants | advisors

ASSURANCE SERVICES

Caballero, Fierman, Llerena & Garcia, LLP has provided professional auditing, accounting, financial reporting, Audit Support and management consulting services to a broad spectrum of governmental entities, not-for-profit organizations and commercial entities. Our audit professionals, who have been focused in providing these services throughout their entire careers, have an in-depth understanding of the environments in which these types of entities operate. Their knowledge and experience allow us to provide the highest level of professional service to our governmental clients.

The partners, managers and professionals of the Firm are actively involved in recognized standard-setting organizations at the national, state and local level. These organizations include the American Institute of Certified Public Accountants (AICPA), Florida Institute of Certified Public Accountants (FICPA), Government Finance Officers Association (GFOA), the Florida Government Finance Officers Association (FGFOA), the Florida Association of Special Districts (FASD) and the Florida League of Cities. In addition, our firm is a member of the AICPA's Governmental Audit Quality Center and Employee Benefit Plan Audit Quality Center. We are also involved in our community through board and audit committee memberships with not for profit organizations.

Our Assurance Services include:

ACCOUNTING AND CONSULTING

- Audits of 401k Plans
- Audits of governmental pension plans
- Audits of governmental entities (cities, towns, villages, counties and special districts)
- Audits of Not For Profit Organizations
- Audits of Commercial Businesses
- Compilations and Reviews
- Agreed Upon Procedures
- Compliance audits-Federal Single Audits under the Uniform Guidance, Florida Single Audits, and Program-Specific Audits
- Internal audit services
- Performance Audits

AUDIT AND ATTEST SERVICES

- Audit Preparation Services
- Full service accounting and bookkeeping
- Operational Reviews

- Fund balance projections
- Budget Reviews
- Assistance with the preparation of financial statements and review of Comprehensive Annual Financial Reports (CAFR's)
- Assistance with the preparation of state reports
- Assistance with implementation of accounting pronouncements
- Information Technology Reviews

LICENSE TO PRACTICE IN THE STATE OF FLORIDA

The firm is properly registered/licensed State of Florida professional limited partnership. All professional management staff are properly registered/licensed to practice public accounting in the State of Florida.

PARTICIPATION IN QUALITY CONTROL REVIEW PROGRAM

CFLG is a member of the Government Audit Quality Center and as such must comply with a comprehensive quality control process specific to governmental engagements.

YEAR-ROUND INVOLVEMENT

Our involvement with the our clients and its finance department does not end when your financial statements are issued or your tax return is filed. We remain involved with you through our regular reviews of any minutes and communications regarding new standards that have been issued that may affect you. Our year-round involvement ensures a timely and efficient delivery of services and helps us and our clients address any issues before year end.

EXTENSIVE EXPERIENCE WITH REGULATORY ENVIRONMENT

CFLG has extensive experience in performing audits of organizations including preparing financial statements in conformity with GASB and FASB pronouncements.

We also have extensive experience in performing single audits for Not for Profit Organizations and Governmental Entities as well as in providing assistance with clients in preparing Annual Comprehensive Financial Reports.

We have assisted entities in countless submissions to the Federal Audit Clearinghouse.



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors



FIRM LEADERSHIP TEAM



Andrew S. Fierman, CPA
Partner

Miami Office | 305-680-5145
afierman@cflgcpa.com

Andrew is a Partner in our firm's Assurance Services department and brings over more than 21 years of experience. He provides guidance on financial reporting, accounting, and auditing matters including Federal and Florida Single Audits, and consulting services for all types of entities including governmental entities. These consulting services range from internal control reviews to audit support services to annual comprehensive financial report (ACFR) guidance and preparation.

EDUCATION

Bachelor of Science in Accounting,
University of Florida
Master of Business Administration,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA), *Former Miami-Dade Chapter Chair*
Miami Dade League of Cities
- Budget Committee
Florida Government Finance Officers Association (FGFOA),
Government Finance Officer Association (GFOA)
South Florida Government Finance Officers Association, *Associate Member* (FGFOA)
United Way of Miami Dade County,
Former Co-Chair Audit Committee
Communities in Schools of Miami, Inc.,
Chair
Cuban American Certified Public Accountants Association, *Past President*



Enrique Llerena, CPA
Partner

Miami Office | 305-680-5132
ellerena@cflgcpa.com

Enrique Llerena is a Partner in our firm's Assurance Services department. He has more than 18 years of experience servicing a wide range of clientele in the accounting profession.

Mr. Llerena has comprehensive knowledge in Financial Audits, Federal Single Audits, Florida Single Audits, Employee Benefit Plans, Agreed-Upon Procedures, Attestation Services, Audit Support, Operational & Performance Reviews, Internal Control Reviews and Consulting Services. Mr. Llerena has also been a leader in his industry serving as a speaker and presenter in many governmental events.

EDUCATION

Bachelor of Science, Accounting,
Florida International University
Master of Accounting,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
GFOA Special Review Committee,
Active Member
Miami-Dade, Broward and Palm Beach Counties Leagues of Cities
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)
Cuban-American Certified Public Accountants Association Inc., *Director*



Elias Rodriguez, CPA
Manager

Palm Beach Office | 561-988-2689
erodriguez@cflgcpa.com

Elias Rodriguez is a Manager in our firm's Assurance Services department. He has more than 7 years of experience servicing a wide range of clientele in the accounting profession.

Elias has comprehensive knowledge in Financial Audits, Federal Single Audits, Florida Single Audits, Employee Benefit Plans, Attestation Services, Internal Reviews and Consulting Services.

EDUCATION

Bachelor of Science in Accounting,
Florida Atlantic University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association (SFGFOA), *Associate Member*
Florida Government Finance Officers Association (FGFOA)



ENGAGEMENT PERSONNEL



Jamie Blank, CPA
Manager
Miami Office | 305-662-7272
jblank@cflgcpa.com

Jamie Blank is a Manager in our firm with over 12 years of experience in accounting and auditing experience serving governmental entities. Her experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Bachelor of Science in Business
Administration, University of Florida

Master of Accounting,
Florida Atlantic University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)



Joanna Campbell
Supervisor
Miami Office | 305-662-7272
jcampbell@cflgcpa.com

Joanna Campbell is a Supervisor in our firm with over 10 years of experience in accounting and over 5 years with auditing experience serving governmental entities. Her experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Bachelor of Science, Accounting
Florida Memorial University (HBCU)

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)
South Florida Government Finance Officers Association (SFGFOA)
Florida Government Finance Officers Association (FGFOA)



James Diaz CPA
Senior
Miami Office | 305-495-9183
jdiaz@cflgcpa.com

James Diaz is a Senior in our firm with over 4 years of experience in accounting and auditing experience serving governmental entities. His experience includes Audit Support, examining accounting records, reviews of internal controls, federal and state grants, compliance with policies, plans, procedures, and agreed upon procedures (AUP).

EDUCATION

Master of Accounting,
Florida International University

PROFESSIONAL AND BUSINESS AFFILIATIONS

American Institute of Certified Public Accountants (AICPA)
Florida Institute of Certified Public Accountants (FICPA)
Government Finance Officers Association (GFOA)



MIAMI SHORES VILLAGE

 Holly Hugdahl
Finance Director
 financedirector@miamishoresvillage.com
 (305) 762-4855
 Served 12 years

CITY OF MIAMI SPRINGS

 Christopher Chiocca
Finance Director
 chiocca@msvfl.gov
 (305) 805-5019
 Served 17 years

CITY OF SOUTH MIAMI

 Alfredo Riverol
Chief Financial Officer
 ariverol@southmiamifl.gov
 (305) 663-6343
 Served 3 years

TOWN OF CUTLER BAY

 Robert Daddario
Finance Director
 rdaddario@cutlerbay-fl.gov
 (305) 234-4262
 Served 14 years

CITY OF MIRAMAR

 Susan Gooding-Liburd
Chief Financial Officer
 sagooding-liburd@miramarfl.gov
 (954) 602-3158
 Served 5 years



Below is a summary of the scope of services discussed:

Timing: September to December 2023

Level of staffing: 1 Senior

Senior: 13 weeks from September to December

Scope of work: Completion of work papers including

- Prepaids,
- Inventories workpaper
- Transfer in and Transfers out,
- Customer Deposits
- Complete Government wide workpapers
- Complete footnotes
- Create JE's as deemed
- Run Trial Balances
- Draft Statements
- GASB 54 workpapers
- Assist with footnotes
- Additional procedures as deemed necessary subject to mutual agreement

Manager: 8 weeks from September to December

Scope of work: Completion of work papers including

- Review Statements
- Review of government wide workpapers,
- Complete complex calculations for Pensions
- Assist with completion for OPEB,
- Review of staff work
- Complete RSI information,
- Complete footnotes
- Assist with Cashflows
- Draft MDA -update as necessary
- Assist with audit questions and attend City and auditor progress meetings
- Additional procedures as deemed necessary subject to mutual agreement

Timing: January 2023

Level of service: 1 Manager

Senior: 2 weeks in January 2023

Scope of work: Assistance with the Florida AFR.

We understand that the team will be working with the FinanceDirector, and their team. The completion of the audit work papers and addressing all audit concerns would be the primary focus of this engagement. The services will be utilized for assistance of the completion of the ACFR, single audit and AFR reports.

Hourly billing rates applicable to work performed for these services are as follows:

- Senior - \$165
- Manager - \$250
- Partner - \$325

Our fee for the services above would be \$250,800. We will require \$25,000 upon execution of this agreement as a start up cost.



CABALLERO FIERMAN
LLERENA + GARCIA LLP
accountants | advisors



AGREEMENT

THIS IS AN AGREEMENT, dated the 11th day of August, 2023, between:

CITY OF OPA-LOCKA, a Florida municipal corporation, hereinafter
“CITY,”

And

ANTHONY BRUNSON P.A.
a company, authorized to do business in the State of Florida, hereinafter
“CONTRACTOR.”

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

1.1 CITY is in immediate and emergency need of a contractor for professional accounting services as set forth in this Agreement.

1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.

1.3 CITY has worked with CONTRACTOR in the past and CONTRACTOR has a proven track record of success with CITY.

ARTICLE 2 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in Exhibit “A” (“SCOPE OF WORK”). CONTRACTOR may hire sub-contractors who possess the skills and knowledge necessary to service CITY pursuant to this Agreement.

2.2 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Contract with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder, including subcontractors, in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3

COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence Work beginning on August 14, 2023, the effective date.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Contract as follows:

The CITY will pay compensation to CONTRACTOR for the accounting support services described herein for an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000.00).

This amount is based upon standard billing rates for team members assigned to this engagement ranging from \$100.00 to \$275.00 per hour. It is anticipated that the level of effort required for this engagement will be approximately 3,600 hours and will be billed at a blended rate of \$125 per hour for senior staff members, \$150 per hour for managers, and \$195 per hour for partners to the CITY.

Resumes of key team members shall be provided to the City at the commencement of this Agreement.

Travel reimbursement expenses will not apply to this agreement.

The Contractor shall submit invoices monthly for work performed.

CONTRACTOR shall bill invoices on a monthly basis and provide periodic invoices to the City based on the hours of work completed by personnel on a monthly basis, during the course of the engagement upon the rate and terms set forth above. Invoices shall include service for the work provided, *which shall be hours of work completed by personnel with description of services.*

4.2 CONTRACTOR, and any subcontractors of CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor, contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Contract shall be in accordance with the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Contract unless otherwise approved in writing.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed by the City Manager.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Prompt Pay. All compensation due Contractor will be paid within thirty (30) days of delivery of an invoice to the City from Contractor for all Services rendered or within 5 days following approval by the State Oversight Representative. All payments shall be made via electronic transmission.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY other than those arising from unsettled liens, or from unknown failure of the Work to comply with the requirements of the Exhibit A. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall neither commence Work under this Contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor allow any Subcontractor to commence work on its subcontract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the Work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than “A” in the latest edition of “Bests Key Rating Guide”, published by A.M. Best Guide.

5.4 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons or tangible property arising out of the negligent acts or omissions of Contractor or its Subcontractors in the performance of the Work and name the CITY as an additional insured under their Comprehensive General Liability insurance policy.

5.5 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 CONTRACTOR’S INDEMNIFICATION

6.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the losses caused by CONTRACTOR’S negligent act or omissions. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with losses caused by CONTRACTOR’S negligent act or omissions, except in the event that the CITY fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

6.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys’ fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR’s negligent acts, errors, or omissions.

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

6.4 If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation. The costs of any mediation proceeding shall be shared equally by all parties.

ARTICLE 7 INDEPENDENT CONTRACTOR

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

ARTICLE 8 CONTRACT BOND

8.1 There shall be no bond requirements for this Contract.

ARTICLE 9 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

9.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Exhibit A, as long as such changes are in writing and are approved by the City Commission.

ARTICLE 10 TERM AND TERMINATION

10.1 This Agreement shall commence upon the effective date and end on February 28, 2024. An option for one-year renewal at the same terms and conditions based upon the sole discretion of the City.

ARTICLE 11 MISCELLANEOUS

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

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

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

11.4 CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this Contract;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

11.5 Ownership of Documents. Reports, surveys, plans, studies, financial records, and other data provided in connection with this Contract are and shall remain the property of CITY.

11.6 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the CITY shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

CITY: Darvin Williams, Interim City Manager
780 Fisherman Street
Opa-Locka, FL 33054

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Anthony Brunson, President
3350 SW 148th Avenue
Suite 110
Miramar, FL 33027

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

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

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

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

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

11.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Contract shall be litigated in the 11th Judicial Circuit Court in and for Miami-Dade County. Prior to litigation, any dispute arising under this agreement (including but not limited to the scope, nature and quality of services performed by Contractor, Contractor's fees and other terms of the engagement) shall be submitted to mediation.

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

11.14 Extent of Contract. This Contract together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

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

CITY OF OPA-LOCKA

INTERIM CITY MANAGER

Darvin Williams, Interim City Manager

Attest:

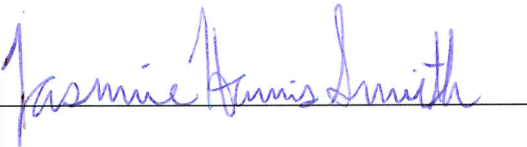
City Clerk

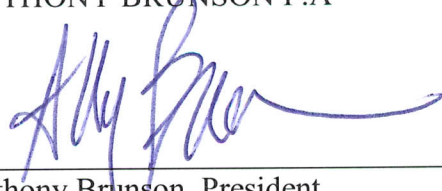
City Attorney

CONTRACTOR :

WITNESSES:

ANTHONY BRUNSON P.A





Anthony Brunson, President
3350 SW 148th Avenue
Suite 110
Miramar, FL 33027

EXHIBIT "A"

SCOPE OF WORK

Beginning on August 14, 2023, Contractor will be responsible for serving as accounting support for the City. Contractor shall undertake responsibilities to review and provide specific recommendations for improvements in the City's internal control environment and procedures, provide reconciliations for major account balances, conduct support functions to the City's external auditors and draft annual financial reports for fiscal year ended September 30, 2022. Primary services include but are not limited to the following:

DESCRIPTION OF SERVICES -

In connection with the City's financial reporting system, Sungard, extract and present financial reports to assist the City with:

1. The issuance of completed "Statements of Revenue, Expenditures, and Changes in Fund Balance" (P&L); and the "Statement of Net Position" (Balance Sheet). These reports are separate from the currently used "Revenue Audit Trail", and **"Expenditure Audit Trail" reports** as printed from Sungard.
2. The Audit Team should verify if Accounts Receivable amounts per the UB Aging Report tie back to amounts billed per the Miami Dade County's monthly billing report.
3. Reconcile opening account balances with Sungard for the fiscal year 2021. Also, ensure that these account balances agree with the auditor's closing working trail balance for fiscal year 2021.
4. Reconciliations of major account balances including fixed assets/capital outlays; leases/debt obligations; due to/from transfer accounts; grant awards/SEFA preparation; OOEB obligations/compensated absences as well as cash and accounts receivable.
5. Preparation of annual financial statements and footnotes for the City.

The Contractors' and the City's objective will be to provide:

- Reconciliation of all major account balances of the City for fiscal year ended September 30, 2022 to provide to the external audit team to support their timely issuance of annual audit reports

EXPECTATION FROM CITY -- RESOURCES PROVIDED BY THE CITY

The following resources shall be provided by the City:

- On site and remote access to applicable City financial software (Sungard and supporting systems and other financial applications as needed).
- Access to all supporting documentation maintained by the City.
- Unrestricted access to persons with the City from whom we determine it necessary to obtain evidence relating to performing applicable procedures.
- The CITY's finance team will provide assistance identifying and locating documents from the CITY's transaction systems within 48 hours of each request. The lack of prompt response could lead to discussion of deferral of agreed-upon milestones and related task delivery dates.

See Attachment – Milestones and Tasks

Date tracking Gantt chart

Track today's date? No

Milestones		
No.	Position	Date

1 1 11/17/2023 Finalize TB, Begin Audit

2 1 12/15/2023 Finalize FS Draft

3 1 1/31/2024 Issuance of FS

Tasks			* And related expenses	
No.	Start Date	End Date	Task	
1	8/14/2023	8/18/2023	Orientation of team members	
2	8/14/2023	8/25/2023	Close out FY21, Prepare FY22 FS Structure	
3	8/21/2023	9/15/2023	Cash	
4	8/21/2023	9/8/2023	AR/Revenue	
5	8/21/2023	9/8/2023	AP/Expenses	
6	9/5/2023	9/15/2023	Fixed Assets*	
7	9/18/2023	9/29/2023	Debt*	
8	9/18/2023	10/13/2023	Payroll/compensated absence*	
9	9/11/2023	9/22/2023	Pension/OPFB*	
10	9/11/2023	10/2/2023	Due to Due From	
11	10/2/2023	10/27/2023	Leases*	
12	9/25/2023	10/6/2023	Other assets*	
13	10/9/2023	10/27/2023	Other liabilities*	
14	9/11/2023	10/6/2023	SEFA	
15	10/16/2023	11/3/2023	CRA	
16	10/30/2023	11/17/2023	Review and finalize TB to send to Marcum	
17	11/18/2023	11/26/2023	Thanksgiving Break	
18	11/27/2023	12/15/2023	Prepare FS, Respond to Audit	
19	12/16/2023	1/7/2024	Inquiries, and make adjustments Winter Break	
20	1/8/2024	1/31/2024	Respond to audit inquiries, make adjustments, and issue FS	
21	8/21/2023	12/15/2023	FULL TIME SUPPORT FROM FINANCE MEMBER	

Notes	Assigned Team Member	Reviewer	Reviewer 2
Establish internal policies, procedures, and plan. Logins and technology troubleshooting	Saad	Tony	
DFS Upload, Journal Entry Packets, Close Sungard FY22, Adjust FS Groupings, Prepare FY22 FS Infrastructure	Saad	Tony	
	Selina	Manager	Tony
	Swati	Manager	Tony
	Kimmesha	Manager	Tony
	Amir	Manager	Tony
	Amir	Manager	Tony
	Selina	Manager	Tony
	Swati	Manager	Tony
	Saad	Tony	
	Swati	Manager	Tony
	Swati	Manager	Tony
	Swati	Manager	Tony
	Kimmesha	Manager	Tony
	Selina	Manager	Tony
	Saad/ Selena	Manager	Tony
	Saad/Selena	Manager	Tony
	Saad and team assigned to respective areas	Manager	Tony

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: City Manager

ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA- LOCKA, FLORIDA, ADOPTING A FINAL MILLAGE RATE PURSUANT TO SECTION 200.065, FLORIDA STATUTES, FOR FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; SETTING FORTH PUBLIC HEARING DATES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 26, 2023, the City Commission of the City of Opa-Locka, Florida ("City Commission") adopted Resolution No. 23-107, setting the tentative millage rate of 9.350 mills, after further review of the budget desires to set the final millage rate of 9.350 mills for Fiscal Year 2023-2024, commencing October 1, 2023 and ending September 30, 2024, and scheduled public hearings on September 13, 2023 and September 27, 2023; and

WHEREAS, in order to ensure broad notice and allow for public input, public hearings were noticed and set for September 13, 2023 and September 27, 2023; and

WHEREAS, the Miami-Dade County Property Appraiser has determined the non-exempt net aggregate value of taxable property (real, personal, and centrally assessed properties), in the City of Opa-Locka for the Fiscal Year 2023-2024 to be \$1,718,241,394; and

WHEREAS, public hearings on September 13, 2023 and September 27, 2023, allowed for public comment on and consideration by the City Commission of the proposed millage rate; and

WHEREAS, the public and all interested parties have the opportunity to address their comments to the City Commission regarding the millage rate; and

WHEREAS, having considered the comments of the public regarding the millage rate, the City Commission of the City of Opa-Locka desires to adopt a final millage rate for Fiscal Year 2023-2024.

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Adoption of Millage Rate.

The City Commission of the City of Opa-Locka hereby adopts and establishes the millage rate of the City of Opa-Locka for Fiscal Year 2023-2024, commencing October 1, 2023 through September 30, 2024, at 9.3500 mills, which is \$9.35 per \$1,000 of assessed property value within the City of Opa-Locka. This represents a 9.39% increase above the rolled-back rate of 8.5476 mills, which is \$8. 5476 per \$1,000 of assessed property value within the City of Opa-Locka.

Section 3. Public Hearings.

Public hearings are to be held by the Commission on September 13, 2023 and September 27, 2023 at 7:01 p.m. for each hearing.

Section 4. Transmittal.

The City Clerk of the City of Opa-Locka is hereby directed to transmit a certified copy of this Ordinance to the Miami-Dade County Property Appraiser and the Tax Collector of Miami-Dade County.

Section 5. Inclusion in Code.

It is hereby the intention of the Commission of the City of Opa-Locka and it is hereby provided that the provisions of this Ordinance may become and be made a part of the Code of Opa-Locka, Florida.

Section 6. 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 Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

Section 7. Conflict and Repealer.

Any provision of any City of Opa-Locka ordinance or regulation which is in conflict with the provisions of this Ordinance is repealed prospectively to the extent of such conflict.

Section 8. Liberal Construction.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

Section 9. Severability.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, invalid or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect the applicability of this Ordinance to any other person, property or circumstances.

Section 10. 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 FIRST READING this 13th day of September, 2023.

PASSED SECOND READING this 27th day of September, 2023.

ATTEST:

John H. Taylor Jr., Mayor

Joanna Flores, City Clerk

Ordinance No. 23-XX

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Dominguez	_____
Vice-Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:			
City Manager:	Davin E. Williams		CM Signature:			
Commission Meeting Date:	Sep 14, 2022		Item Type: (Enter X in box)	Resolution	Ordinance	Other
				X		
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading
	X			X		
			Public Hearing: (Enter X in box)	Yes	No	Yes No
				X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes		No
			Advertised on TRIM Notice sent out by County Property Appraiser on August 24, 2023	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:

FY 24 Tentative Millage Rate Adoption

Staff Summary:

On July 26, 2023, the City Commission adopted Resolution 23-107 which set a FY 24 Proposed Millage Rate of 9.3500 mills which supported the FY 24 Proposed City Budget. On July 31st the City submitted the City's proposed FY 24 budget to the State for review and approval.

Staff is proposing a Tentative Millage Rate of 9.3500 mills. This millage rate is 9.39% higher than the City's rolled-back rate of 8.5576 mills and is sufficient to meet the objectives of the FY 24 Tentative Budget.

Proposed Action:

Staff recommends that the City Commission adopt the tentative millage rate of 9.3500 mills on first reading.

Attachment:

1. Ordinance

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By: Interim City Manager

ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2022-2023, commences on October 1, 2023 and ends September 30, 2024; and

WHEREAS, pursuant to Article IV, Section 4.5 of the City of Opa-Locka Charter, the City Manager has prepared and presented to the City Commission of the City of Opa-Locka a budget and an explanatory budget review that details revenues, expenditures and other budgetary considerations for Fiscal Year 2023-2024; and

WHEREAS, the proposed Fiscal Year 2023-2024 Budget for the City of Opa-Locka included an estimate of departmental revenues, and expenditures; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the City Commission conducted Public Hearings on September 13, 2023 and September 27, 2023; and

WHEREAS, the public hearings for the Proposed Budget have been held as stated above, and comments from the public concerning said Budget have been heard and considered; and

WHEREAS, the City Commission of the City of Opa-Locka, having had an opportunity to review and approve the Proposed Budget, as deemed appropriate, after hearing comments from the public regarding the Proposed Budget and having complied with the "Truth in Millage (**TRIM**)" requirements of the Florida Statutes, desires to adopt a General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2022-2023, commencing October 1, 2023.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Title.

This Ordinance shall be known and may be cited as the "2023-2024 General, Proprietary and Special Revenue Funds Budget Ordinance".

Section 3. Interim City Manager's Recommendation.

Pursuant to Article IV, Section 4.5 of the City Charter, the Interim City Manager has recommended a proposed General, Proprietary and Special Revenue Funds Budget to the City Commission for the Fiscal Year commencing October 1, 2023 through

September 30, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

Section 4. Approval of Fiscal Year 2023-2024 General, Proprietary and Special Revenue Funds Budget.

The City Commission of the City of Opa-Locka hereby approves, adopts and ratifies the proposed General, Proprietary and Special Revenue Funds Budget for the Fiscal Year 2023-2024, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

Section 5. Authorization of City Manager.

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 General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2023-2024.

Section 6. Adoption and Ratification of Expenditure Allocations.

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 the General, Proprietary and Special Revenue Funds Budget shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance, which shall constitute an appropriation of amounts specified therein. Expenditure control will 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.

Section 7. Outstanding Encumbrances.

Any and all outstanding encumbrances as of September 30, 2023, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2023, but are not expected to be paid until on or after October 1, 2023. Receipts from sources not anticipated in the attached budget may be appropriated and expended by Ordinance duly enacted by the City Commission in accordance with 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. The City Manager is authorized to approve adjustments to expenditure code allocations, within the limit of departmental appropriations made in the attached Budget.

Section 8. Authorization of Finance Director.

The City's Finance Director, in accordance with the City Charter, is hereby authorized to deposit into the accounts of the General, Proprietary and Special Revenue Funds, any interest on deposits earned or accrued to the benefit of any trust funds, revolving accounts, working capital reserves, or other funds held in trust by the City of Opa-Locka, unless specifically prohibited from doing so by trust or other agreements.

Section 9. Setting Fees and Charges.

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 10. Conflict and Repealer.

All Ordinances or Code provisions in conflict herewith are hereby repealed.

Section 11. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Effective Date.

This Ordinance shall become effective immediately upon final passage.

PASSED FIRST READING this 13th day of September, 2023.

PASSED SECOND READING this 27th day of September, 2023.

John Taylor, 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	_____
Commissioner Kelley	_____
Commissioner Williams	_____
Vice Mayor Ervin	_____
Mayor Taylor	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	Darvin E. Williams		CM Signature:		
Commission Meeting Date:	Sep 13, 2023		Item Type:		
			(Enter X in box)		
Fiscal Impact:	Yes	No	Ordinance Reading:		
(Enter X in box)			(Enter X in box)		
N/A	X		Public Hearing:		
			(Enter X in box)		
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:		
Account# :	Ex:		(Enter X in box)		
			Advertised on TRIM Notice sent out by County Property Appraiser on August 24, 2023		
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:	
(Enter X in box)			Enhance Organizational ☒ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. Of Life & City Image ☒ Communication ☒	(list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

FY 24 Tentative General, Proprietary and Special Revenue Funds Budget Adoption

Staff Summary:

On July 19, 2023, Staff provided a detailed review of the FY 24 Proposed City Budget and followed up with a further review of the FY 24 Proposed City Budget on July 24, 2023 which incorporated changes directed by the City Commission at the first workshop. Subsequently on July 26, 2023 Staff recommended the City Commission tentatively approve the FY 24 Proposed City Budget to allow the budget to be forwarded to the State by August 1st, 2023 for review and approval as required by the Agreement of Cooperation established in accordance with Executive Order 16-135 in response to the City's declaration of a financial emergency. The Commission adopted the FY 24 Proposed City Budget for forwarding to the State with Resolution 22-012 and the FY 24 Proposed City Budget was forwarded to the State on July 31st, 2023.

Financial Impact: Adoption of the Tentative General, Proprietary and Special Revenue Funds Budget will set the FY 24 millage rate at 9.3500 mills and provide \$95,086,362 of funding, including \$24,165,324 of Interfund Transfers, to meet the City's FY 24 requirements.

Proposed Action:

Staff recommends the City Commission adopt the FY 24 Tentative City Budget and Millage Rate at this first hearing.

Attachment:

1. Ordinance, including Exhibit "A" summarizing the proposed budget by account

1st Reading/Public Hearing:

2nd Reading/Public Hearing:

Adopted:

Effective Date:

Sponsored By:

City Manager

ORDINANCE NO. 23-XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ADOPTING THE CITY'S GENERAL, PROPRIETARY AND SPECIAL FUNDS BUDGET FOR THE FISCAL YEAR 2023-2024, COMMENCING OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR THE EXPENDITURE OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTIONS; PROVIDING FOR APPROPRIATION OF ALL BUDGET EXPENDITURES; PROVIDING FOR FEES CONSISTENT WITH APPROPRIATION AND AMENDMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2023-2024, commences on October 1, 2023 and ends September 30, 2024; and

WHEREAS, pursuant to Article IV, Section 4.5 of the City of Opa-locka Charter, the City Manager has prepared and presented to the City Commission of the City of Opa-locka a budget and an explanatory budget review that details revenues, expenditures and other budgetary considerations for Fiscal Year 2023-2024; and

WHEREAS, the proposed Fiscal Year 2023-2024 Budget for the City of Opa-locka included an estimate of departmental revenues, and expenditures; and

WHEREAS, pursuant to Section 200.065, Florida Statutes, the City Commission conducted Public Hearings on September 13, 2023 and September 27, 2023 and

WHEREAS, the public hearings for the Proposed Budget have been held as

stated above, and comments from the public concerning said Budget have been heard and considered; and

WHEREAS, the City Commission of the City of Opa-locka, having had an opportunity to review and approve the Proposed Budget, as deemed appropriate, after hearing comments from the public regarding the Proposed Budget and having complied with the "Truth in Millage (**TRIM**)" requirements of the Florida Statutes, desires to adopt a General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2023-2024, commencing October 1, 2023.

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. Title.

This Ordinance shall be known and may be cited as the "2023-2024 General, Proprietary and Special Revenue Funds Budget Ordinance".

Section 3. City Manager's Recommendation.

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended a proposed General, Proprietary and Special Revenue Funds Budget to the City Commission for the Fiscal Year commencing October 1, 2023 through September 30, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated

by reference herein.

Section 4. Approval of Fiscal Year 2023-2024 General, Proprietary and Special Revenue Funds Budget.

The City Commission of the City of Opa-locka hereby approves, adopts and ratifies the proposed General, Proprietary and Special Revenue Funds Budget for the Fiscal Year 2023-2024, and hereby appropriates the budgeted expenditures and revenues as set forth in the attached Exhibit "A".

Section 5. Authorization of City Manager.

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 General, Proprietary and Special Revenue Funds Budget for Fiscal Year 2023-2024.

Section 6. Adoption and Ratification of Expenditure Allocations.

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 the General, Proprietary and Special Revenue Funds Budget shall be expended in accordance with the appropriations provided in the Budget adopted by this Ordinance, which shall constitute an appropriation of amounts specified therein. Expenditure control will 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.

Section 7. Outstanding Encumbrances.

Any and all outstanding encumbrances as of September 30, 2023, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2023, but are not expected to be paid until on or after October 1, 2023. Receipts from sources not anticipated in the attached budget may be appropriated and expended by Ordinance duly enacted by the City Commission in accordance with 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. The City Manager is authorized to approve adjustments to expenditure code allocations, within the limit of departmental appropriations made in the attached Budget.

Section 8. Authorization of Finance Director.

The City's Finance Director, in accordance with the City Charter, is hereby authorized to deposit into the accounts of the General, Proprietary and Special Revenue Funds, any interest on deposits earned or accrued to the benefit of any trust funds, revolving accounts, working capital reserves, or other funds held in trust by the City of Opa-locka, unless specifically prohibited from doing so by trust or other agreements.

Section 9. Setting Fees and Charges.

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 10. Conflict and Repealer.

All Ordinances or Code provisions in conflict herewith are hereby repealed.

Section 11. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 12. Effective Date.

This Ordinance shall become effective immediately upon final passage.

PASSED FIRST READING this 13th day of September, 2023.

PASSED SECOND READING this 27th day of September, 2023.

John H. Taylor Jr., Mayor

ATTEST:

Joanna Flores, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE: _____

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Dominguez	_____
Vice-Mayor Ervin	_____
Mayor Taylor	_____

1st Reading/Public Hearing:
2nd Reading/Public Hearing:
Adopted:
Effective Date:
Sponsored by: Interim City Manager

ORDINANCE NO. 23-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, 2022 AND ENDING SEPTEMBER 30, 2023, 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 2022-2023 Fiscal Year General, Proprietary and Special Revenue Funds budgets by passage of Ordinance 22-17, amended by Ordinance 23-04, Ordinance 23-05, Ordinance 23-07 and Ordinance 23- ; and

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

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

WHEREAS, pursuant to 4.7(c) of the City of Opa-Locka Charter, entitled "Appropriation Amendments During the Fiscal Year", the City Commission may otherwise amend the annual budget from time to time during the year, by ordinance, as it deems necessary to do so; and

WHEREAS, the City Commission desires to amend its 2022-2023 Fiscal Year General, Proprietary and Special Revenue Funds budgets as set forth in Exhibit "A".

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

SECTION 1. RECITALS ADOPTED

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Pursuant to Article IV, Section 4.5 of the City Charter, the City Manager has recommended proposed Amended General, Proprietary and Special Revenue Funds Budgets to the City Commission for the Fiscal Year retroactive to October 1, 2022, 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 2022-2023, 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 2022-2023.

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, 2022, shall not lapse at that time and appropriations have been hereby provided for those outstanding encumbrances that have been incurred prior to September 30, 2022, but are not expected to be paid until after then. Receipts from sources not anticipated in the attached budget may be appropriated and expensed by Ordinance duly enacted by the City Commission in accordance with the applicable law. Adjustments within the same fund to departmental appropriations made in the attached Budget may be approved, from time to time, in the

appropriate lawful manner. The City Manager is authorized to approve adjustments to the expenditure code allocations, within the limit of department appropriations made in the attached Budget and as otherwise consistent with the City of Opa-Locka's Code of Ordinances.

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

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager 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 Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka and upon a filing of a certified copy hereof with the Florida Department of State and is subject to the approval of the Governor or Governor's Designee.

SECTION 5. EFFECTIVE DATE.

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

PASSED FIRST READING this ____ day of _____, 2023.

PASSED SECOND READING this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Robert Anathan		Department Director Signature:		
City Manager:	Darvin Williams		CM Signature:		
Commission Meeting Date:	9.13.2023		Item Type:	Resolution	Ordinance
			(Enter X in box)		X
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
(Enter X in box)			(Enter X in box)		
N/A	X		Public Hearing:	Yes	No
			(Enter X in box)	X	
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	See Attachments		(Enter X in box)	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:	
(Enter X in box)		X	Enhance Organizational ☐	(list the specific objective/strategy this item will address)	
			Bus. & Economic Dev ☐		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
			Communication ☐		
Sponsor Name	City Manager		Department:	City Manager	
			City Manager's Office		

Short Title:

FY 23 Budget Amendment #5 – First Hearing

Staff Summary:

Issue/Recommendation: A budget amendment is required to align the City budget with current requirements. Staff recommends the City Commission approve FY 23 Budget Amendment #4 on second hearing.

History: The City Commission adopted the City FY 23 Budget on October 5, 2022 (Ordinance 2022-17) which was subsequently approved by the State. This budget was composed of \$64.3 million of expenditures and \$20.6 million of funding being transferred between various Funds, resulting a total budget of \$84.9 million.

On February 8, 2023, the City Commission approved FY 23 Budget Amendment #1 on second hearing. The primary function of this amendment was to bring into FY 23 those projects, and their associated funding, that

had been approved in FY 22 but hadn't been completed by the end of FY 22. Consequently, \$5.4 million of expenditures and associated funding were added, as well as another \$3.7 million of interfund transfers, reflecting movement of funds from where they resided, e.g., the General Fund, to where the projects would be managed and completed, e.g., the Safe Neighborhood CIP Fund. This resulted in an amended budget of \$69.7 million of expenditures plus another \$24.3 million of interfund transfers reflecting movement of funds from one Fund to another.

On March 22, 2023, the Commission approved FY 23 Budget Amendment #2 on second hearing. The primary purpose of this amendment was to bring in five community-selected projects funded by \$1.0 million of ARPA funds and \$250,000 of an anticipated grant. Additionally, three CIP projects were reprioritized, freeing up \$47,275 of Stormwater Fund Balance. Three additional items included the rental of mobile office trailer, an irrigation truck, the carving out of a small Community Policing Budget and a relocation assistance grant program, all funded with either vacancy savings or grants. The net impact of Budget Amendment #2 was an expenditure increase of \$1,242,725, all funded with either grants or use of ARPA Fund Balance.

On April 26, the Commission approved FY 23 Budget Amendment #3, increasing expenditures by \$1,072,892 to \$72,083,483, excluding interfund transfers, primarily related to capital projects.

On June 26, the Commission approved FY 24 Budget Amendment #4, increasing expenditures by \$779,651, with much of the increasing in revenues of \$1,163,461 directly associated with the increased expenditures,

Current Activity: As indicated in the following Financial Impact, there is a recommended increase of Expenditure of \$130,000 which will be funded by an increase of Grants of \$163,775, with a surplus \$33,775 to improve overall City Available Fund Balance.

There are eight items in the first hearing of this budget amendment with a gross increase in expenditure of \$307,000, offset by a savings of \$177,000, for a net increase of \$130,000. The two primary increases in expenditure are as follows:

1. \$130,000 - Protective equipment for the City's Tactical Response Unit.
2. \$100,000 - Insurance deductibles due to additional claims.

Financial Impact: This budget amendment can be summarized financially as follows:

Funding

Revenue / Loans / Grants	\$ 163,775
(Addition To) Fund Balance	<u>(33,775)</u>
Total Funding – Excluding Transfers-In	130,000
Transfers-In	<u>(63,775)</u>
Total Funding	\$ 66,225

Expenditure

Expenditure – Excluding Transfers-Out	\$ 130,000
Transfers-Out	<u>(63,775)</u>
Total Expenditure	\$ 66,225

Additional details on the above are presented in the Overview and Summary By Line Item attachments. In addition to these details, greater detail is presented in the attachments, Summary By Fund and Detail By Line Item, which contain detailed accounting information for the State review.

Proposed Action:

Staff recommends the City Commission approve the proposed budget amendments on first hearing.

Attachment:

1. Budget Amendment Overview
2. Budget Amendment Summary By Line Item
3. Budget Amendment Summary By Fund
4. Budget Amendment Detail By Line Item
5. Ordinance

FY 23 Budget Amendment #5 Overview - First Hearing

Summary			
<u>Funding</u>			Notes
Revenue / Loans / Grants	\$ 163,775		(a)
Use Of Fund Balance	(33,775)		(b)
Total Funding – Excluding Transfers-In	130,000		
Transfer-In	(63,775)		
Total Funding	\$ 66,225		
<u>Expenditure</u>			
Expenditure – Excluding Transfers-Out	\$ 130,000		(c)
Transfers-Out	(63,775)		
Total Expenditure	\$ 66,225		
Notes			

	Adopted Bgt	Incr/(Decr)	Bgt. Amend #1
(a) <u>Revenue / Loans / Grants</u>			
Grant Funding	\$ 163,775		
Total Revenue / Loans / Grants	\$ 163,775		
(b) <u>Use Of/(Addition To) Fund Balance</u>			
General Fund	\$ 7,514,330	\$ -	\$ 7,514,330
Water-Sewer Operating Fund	881,748	(350,228)	531,520
Stormwater Operating Fund	2,432,114	-	2,432,114
Special Law Enforcement	(173,865)	130,000	(43,865)
Law Enforcement Training Fund	49,000	-	49,000
American Recovery Plan Act (ARPA)	8,000,000	186,453	8,186,453
Total Use Of / (Addition To) Fund Balance	\$ 18,703,327	\$ (33,775)	\$ 18,669,552
(c) <u>Expenditures</u>			
Police Tactical Equipment	\$ 130,000		
Risk Management Dedcutibles	100,000		
Telephone Expense	30,000		
Water-Sewer Fund Audit Fees	20,000		
Roads & Sidewalks Compensation * Rentals	18,000		
Miscellaneous	9,000		
Expenditures - Gross	307,000		
Savings	(177,000)		
Contingency	0		
Expenditures - Net	\$ 130,000		

FY 23 Budget Amendment #5 Summary By Line Item
First Hearing

#	Amount	Purpose	Funding Source
1	\$18,000	Roads & Sidewalks Overtime, FICA & Rentals	Roads & Sidewalks Savings – Lease Vehicles
2	\$6,000	Code Compliance miscellaneous small adjustments	Code Compliance Savings – Furniture & Equipment – Deferred until next year
3	\$30,000	Additional Telephone Service to correct a budget error (FY 22 under-reported)	IT Hardware savings
4	\$3,000	Minor adjustment to Beautification & Maintenance Division for General Expense	Beautification & Maintenance Division Operating Expense savings
5	\$100,000	Increase in Risk Management General Liability and Vehicle Accident Deductibles due to additional claims	This is an Internal Service Fund funded by other Funds. Funded by savings in Roads & Sidewalks Professional Services, Stormwater Contracted Services, Sewer Salaries and Town Center Rentals
6	\$130,000	Protective Equipment for City's ten person tactical response unit	Special Law Enforcement Available Fund Balance
7	\$20,000	Additional Water-Sewer audit fees to fund start of second audit within this fiscal year.	Savings from Water-Sewer Finance & Customer Service Salaries
8	-	Water-Sewer CIP change of funding sources	\$350,228 of funding switched from Water-Sewer Operating Fund to ARPA Fund and a grant

FY 23 Budget Amendment #5 - Summary By Fund - First Hearing

Total City				
	Governmental Funds	Enterprise Funds	ARPA Fund	Total
Budget Thru Amendment #4				
Funding				
Revenue/Loans	29,941,888	24,163,226	-	54,105,114
Use Of / (Add To) Fund Bal	7,389,465	3,313,862	8,000,000	18,703,327
Total Funding Ex Trans-In	37,331,353	27,477,088	8,000,000	72,808,441
Transfer-In	16,554,228	9,635,647	-	26,189,875
Total Funding	53,885,581	37,112,735	8,000,000	98,998,316
Expenditure				
Expenditure - Ex Trans-Out	39,452,942	32,580,498	775,000	72,808,441
Transfer-Out	14,432,638	4,532,237	7,225,000	26,189,875
Total Expenditure	53,885,581	37,112,735	8,000,000	98,998,316
Amendment #5				
Funding				
Revenue/Loans	-	163,775	-	163,775
Use Of / (Add To) Fund Bal	130,000	(350,228)	186,453	(33,775)
Total Funding Ex Trans-In	130,000	(186,453)	186,453	130,000
Transfer-In	100,000	(163,775)	-	(63,775)
Total Funding	230,000	(350,228)	186,453	66,225
Expenditure				
Expenditure - Ex Trans-Out	145,044	(15,044)	-	130,000
Transfer-Out	84,956	(335,184)	186,453	(63,775)
Total Expenditure	230,000	(350,228)	186,453	66,225
Budget Thru Amendment #5				
Funding				
Revenue/Loans	29,941,888	24,327,001	-	54,268,889
Use Of / (Add To) Fund Bal	7,519,465	2,963,634	8,186,453	18,669,552
Total Funding Ex Trans-In	37,461,353	27,290,635	8,186,453	72,938,441
Transfer-In	16,654,228	9,471,872	-	26,126,100
Total Funding	54,115,581	36,762,507	8,186,453	99,064,541
Expenditure				
Expenditure - Ex Trans-Out	39,597,986	32,565,454	775,000	72,938,441
Transfer-Out	14,517,594	4,197,053	7,411,453	26,126,100
Total Expenditure	54,115,581	36,762,507	8,186,453	99,064,541

Exhibit "A"

FY 23 Budget Amendment #5 - Summary By Fund - First Hearing

General Fund

	Budget Thru Amend #4	Amendment #5	Budget Thru Amend #5
Funding			
Revenue/Loans	20,564,818	-	20,564,818
Use Of / (Add To) Fund Bal	7,514,330	-	7,514,330
Total Funding - Ex Transfer-In	28,079,148	-	28,079,148
Transfer-In	4,295,437	-	4,295,437
Total Funding	32,374,585	-	32,374,585
Expenditure			
Commission	179,478	-	179,478
City Manager	875,771	-	875,771
General Fund Non-Depart - Ex Trans Out	2,464,765	-	2,464,765
Human Resources	364,588	-	364,588
Clerk	438,028	-	438,028
Attorney	582,000	-	582,000
Finance	1,207,364	-	1,207,364
Planning & Community Dev	621,461	-	621,461
Building & Licenses	717,238	-	717,238
Parks & Recreation	1,444,653	-	1,444,653
Police	8,127,499	-	8,127,499
Code Enforcement	539,988	-	539,988
Building & Grounds Maintenance	1,084,473	-	1,084,473
Public Works - Admin	566,556	-	566,556
Public Works - Streets	1,633,656	(81,638)	1,552,018
Public Works - Trash	81,400	-	81,400
Public Works - Vehicle Maintenance	814,622	-	814,622
Total Expenditure - Ex Transfer-Out	21,743,540	(81,638)	21,661,902
Transfer-Out	10,631,045	81,638	10,712,683
Total Expenditure	32,374,585	-	32,374,585

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FY 23 Budget Amendment #5 - Summary By Fund - First Hearing

Governmental Funds										
	General Fund	Safe Neighborhood Capital Fund	People's Transportation Plan Fund	Town Center Fund	Debt Service Fund	Special Law Enforcement Fund	Law Enforcement Training Trust Fund	Insurance Service Fund	Information Technology Service Fund	Total Gov Funds
Budget Thru Amendment #4										
Funding										
Revenue/Loans	20,564,818	2,883,278	1,193,119	288,773	4,770,900	240,000	1,000	-	-	29,941,888
Use Of / (Add To) Fund Bal	7,514,330	-	-	-	-	(473,865)	49,000	-	-	7,389,465
Total Funding Ex Trans-In	28,079,148	2,883,278	1,193,119	288,773	4,770,900	66,135	50,000	-	-	37,331,353
Transfer-In	4,295,437	6,134,109	-	692,023	121,329	-	-	3,579,139	1,732,191	16,554,228
Total Funding	32,374,585	9,017,387	1,193,119	980,796	4,892,229	66,135	50,000	3,579,139	1,732,191	53,885,581
Expenditure										
Expenditure - Ex Trans-Out	21,743,540	8,944,258	1,193,119	828,593	1,315,967	66,135	50,000	3,579,139	1,732,191	39,452,942
Transfer-Out	10,631,045	73,129	-	152,203	3,576,262	-	-	-	-	14,432,638
Total Expenditure	32,374,585	9,017,387	1,193,119	980,796	4,892,229	66,135	50,000	3,579,139	1,732,191	53,885,581
Amendment #5										
Funding										
Revenue/Loans	-	-	-	-	-	-	-	-	-	-
Use Of / (Add To) Fund Bal	-	-	-	-	-	130,000	-	-	-	130,000
Total Funding Ex Trans-In	-	-	-	-	-	130,000	-	-	-	130,000
Transfer-In	-	-	-	-	-	-	-	100,000	-	100,000
Total Funding	-	-	-	-	-	130,000	-	100,000	-	230,000
Expenditure										
Expenditure - Ex Trans-Out	(81,638)	-	-	(3,318)	-	130,000	-	100,000	-	145,044
Transfer-Out	81,638	-	-	3,318	-	-	-	-	-	84,956
Total Expenditure	-	-	-	-	-	130,000	-	100,000	-	230,000
Budget Thru Amendment #5										
Funding										
Revenue/Loans	20,564,818	2,883,278	1,193,119	288,773	4,770,900	240,000	1,000	-	-	29,941,888
Use Of / (Add To) Fund Bal	7,514,330	-	-	-	-	(43,865)	49,000	-	-	7,519,465
Total Funding Ex Trans-In	28,079,148	2,883,278	1,193,119	288,773	4,770,900	196,135	50,000	-	-	37,461,353
Transfer-In	4,295,437	6,134,109	-	692,023	121,329	-	-	3,679,139	1,732,191	16,654,228
Total Funding	32,374,585	9,017,387	1,193,119	980,796	4,892,229	196,135	50,000	3,679,139	1,732,191	54,115,581
Expenditure										
Expenditure - Ex Trans-Out	21,661,902	8,944,258	1,193,119	825,275	1,315,967	196,135	50,000	3,679,139	1,732,191	39,597,986
Transfer-Out	10,712,683	73,129	-	155,521	3,576,262	-	-	-	-	14,517,594
Total Expenditure	32,374,585	9,017,387	1,193,119	980,796	4,892,229	196,135	50,000	3,679,139	1,732,191	54,115,581

Exhibit "A"

Enterprise Funds											
	Water-Sewer Operating Fund							Storm		Water	
	Water Division 64	Sewer Division 35	Water-Sewer Finan Div 61	Water Lines Div 63	Water-Sewer CIP Div 75	Total Water-Sewer Op Fund	Storm Water Op Fund 43	Water Sewer CIP 86	Storm Water CIP Fund 87	Total	Total Enterprise Funds
Budget Thru Amendment #4											
Funding											
Revenue/Loans						10,788,507		4,095,343	7,000,000	24,163,226	
Use Of / (Add To) Fund Bal						881,748		-	-	3,313,862	
Total Funding Ex Trans-In						11,670,255		4,095,343	7,000,000	27,477,088	
Transfer-In						183,284		5,080,228	4,372,135	9,635,647	
Total Funding	-	-	-	-	-	11,853,539	4,711,490	9,175,571	11,372,135	37,112,735	
Expenditure											
Expenditure - Ex Trans-Out	1,889,440	4,761,799	2,983,821	253,798	271,727	10,160,585	1,518,831	9,175,571	11,725,511	32,580,498	
Transfer-Out	-	-	1,692,954	-	-	1,692,954	2,839,283	-	-	4,532,237	
Total Expenditure	1,889,440	4,761,799	4,676,775	253,798	271,727	11,853,539	4,358,114	9,175,571	11,725,511	37,112,735	
Amendment #5											
Funding											
Revenue/Loans						-		163,775	-	163,775	
Use Of / (Add To) Fund Bal						(350,228)		-	-	(350,228)	
Total Funding Ex Trans-In						(350,228)		163,775	-	(186,453)	
Transfer-In						-		(163,775)	-	(163,775)	
Total Funding	-	-	-	-	-	(350,228)	-	-	-	(350,228)	
Expenditure											
Expenditure - Ex Trans-Out	-	(13,133)	-	-	-	(13,133)	(1,911)	-	-	(15,044)	
Transfer-Out	-	-	(337,095)	-	-	(337,095)	1,911	-	-	(335,184)	
Total Expenditure	-	(13,133)	(337,095)	-	-	(350,228)	-	-	-	(350,228)	
Budget Thru Amendment #5											
Funding											
Revenue/Loans						10,788,507		4,259,118	7,000,000	24,327,001	
Use Of / (Add To) Fund Bal						531,520		-	-	2,963,634	
Total Funding Ex Trans-In						11,320,027		4,259,118	7,000,000	27,290,635	
Transfer-In						183,284		4,916,453	4,372,135	9,471,872	
Total Funding	-	-	-	-	-	11,503,311	4,711,490	9,175,571	11,372,135	36,762,507	
Expenditure											
Expenditure - Ex Trans-Out	1,889,440	4,748,666	2,983,821	253,798	271,727	10,147,452	1,516,920	9,175,571	11,725,511	32,565,454	
Transfer-Out	-	-	1,355,859	-	-	1,355,859	2,841,194	-	-	4,197,053	
Total Expenditure	1,889,440	4,748,666	4,339,680	253,798	271,727	11,503,311	4,358,114	9,175,571	11,725,511	36,762,507	

FY 23 Budget Amendment #5 - Detail - First Hearing

#	<u>Amendment Details</u>				<u>Budget</u>	<u>Adj</u>	<u>Revised</u>	
1	<u>Roads & Sidewalks - Rentals & Overtime & FICA</u>							
	Rds & Swlk	Exp	41-541440	Rentals & Leases	25,000	2,000	27,000	Minor adjustment to avoid year-end issues.
	Rds & Swlk	Exp	41-541140	Salaries - Overtime	18,000	8,000	26,000	
	Rds & Swlk	Exp	41-541210	FICA	20,658	8,000	28,658	
	Rds & Swlk	Exp	41-541648	Automotive Lease/Purchase	81,000	(18,000)	63,000	
2	<u>Code Enforcement - Professional & Contracted Services, Op Expense</u>							
	Code	Exp	23-521312	Other Professional Services	10,200	2,000	12,200	Minor adjustment to avoid year-end issues. Furniture deferred to next year
	Code	Exp	23-521340	Other Contracted Services	9,078	2,000	11,078	
	Code	Exp	23-521520	Operating Expense	2,000	2,000	4,000	
	Code	Exp	23-521642	Office Furniture & Equipment	6,300	(6,000)	300	
3	<u>IT - Telephone</u>							
	IT	Exp	85-512411	Telephone	140,190	30,000	170,190	Adjustment to avoid year-end issues.
	IT	Exp	85-512646	Computer Equipment	627,320	(30,000)	597,320	
4	<u>Beautification & Maint - General Expense</u>							
	Beaut & Maint	Exp	39-541493	General Expense	8,000	3,000	11,000	Minor Adjustment to avoid year-end issues
	Beaut & Maint	Exp	39-541520	Operating Expense	9,422	(3,000)	6,422	
5	<u>Risk Management - Vehicle Deductible - General Liab Deductible</u>							
	Risk Management	Exp	84-513392	Motor Vehicle - Deductible	8,450	50,000	58,450	Adjustment to Risk Management Fund for additional deductibles. General, Water-Sewer, Stormwater and Town Center Funds need to increase contributions to this Internal Services Fund.
	Risk Management	Exp	84-513452	General Liability - Deductible	86,460	50,000	136,460	
	Risk Management	Trf-In	118-384140	Transfer In - Various Funds	3,579,139	100,000	3,679,139	
	General Fund	Trf-Out	19-519442	Transfer Out - To Risk Management	2,917,326	81,638	2,998,964	
	PW-Streets	Exp	41-541312	Other Professional Services	235,000	(81,638)	153,362	
	STM Oprs	Exp	43-538340	Other Contracted Services	502,000	(1,911)	500,089	
	STM Oprs	Trf-Out	43-538442	Transfer Out - To Risk Management	67,429	1,911	69,340	
	Sewer	Exp	35-535120	Salaries - Regular	221,592	(13,133)	208,459	
	WS Fin	Trf-Out	61-513442	Transfer Out - To Risk Management	467,903	13,133	481,036	
	Town Center	Trf-Out	62-513442	Transfer Out - To Risk Management	126,480	3,318	129,798	
	Town Center	Exp	62-519440	Rentals	18,000	(3,318)	14,682	
6	<u>Special Law Enforcement - Special Supplies</u>							
	SLE	Exp	65-521548	Special Supplies	-	130,000	130,000	Adjustment to purchase tactical equipment; to be funded by Fund Balance
	SLE	Fund Bal	165-383010	Use of Fund Balance	-	130,000	130,000	

Exhibit "A"

FY 23 Budget Amendment #5 - Detail - First Hearing

#	Amendment Details		Budget	Adj	Revised	
7	WS-Finance - Accounting & Auditing					
	WS- Finance	Exp 61-513320 Accounting & Auditing	40,000	20,000	60,000	Adjustment to avoid year-end issues.
	WS- Finance	Exp 61-513120 Salaries - Regular	200,277	(20,000)	180,277	
8	Water-Sewer CIP- Change in Funding Source					
	WS Fin	Trf-out 61-581925 Transfer Out - To WS CIP	350,228	(350,228)	-	Change of funding sources to Water-Sewer CIP from Water-Sewer Ops to ARPA and Grant revenue
	WS Fund Bal	Fnd Bal 440-3830101 Use of Fund Balance	881,748	(350,228)	531,520	
	WS CIP	Trf-In 445-381010 Transfer In - From WS Ops	350,228	(350,228)	-	
	WS CIP	Rev 445-334700 County GDBG Grant	336,225	163,775	500,000	
	WS CIP	Trf-In 445-381105 Transfer In - From ARPA	4,730,000	186,453	4,916,453	
	ARPA	Trf-out 15-538902 Transfer Out - To WS CIP	4,730,000	186,453	4,916,453	
	ARPA	Fnd Bal 105-383010 Use of Fund Balance	8,000,000	186,453	8,186,453	
			-		-	
			-		-	
			-		-	

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE CITY OF OPA-LOCKA'S COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)(i), FLORIDA STATUTES (2021); PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions including those relating to Comprehensive Planning, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, on July 1, 2021, CS/CS/CS/HB 59 was signed into law by the Governor (the "Law") and provides, among other things, for a new requirement in Section 163.3177(6), Florida Statutes (2021) that each local government include in its comprehensive plan a "property rights element to ensure that private property rights are considered in local decision-making"; and

WHEREAS, Florida Law provides that local governments "must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191"; and

WHEREAS, the City does not currently have a property rights element in its comprehensive plan; and

WHEREAS, the City Commission desires to comply with state law and adopt a new property rights element in the form prescribed by the new Law; and

WHEREAS, notice was publicly advertised as required by City and State regulations regarding text amendments to the Comprehensive Plan; and

WHEREAS, on July 31, 2023 the Planning and Zoning Board, as the local planning agency for the City held its hearing on this proposed Ordinance with due public notice and input, and recommended its adoption; and

WHEREAS, on September 13, 2023, the City Commission held a first reading and public hearing of this proposed Ordinance; and

WHEREAS, the City Commission directs the transmittal of the proposed Comprehensive Plan Property Rights Element to appropriate state agencies, after first reading, for review pursuant to Section 163.3184(3)(b), Florida Statutes; and

WHEREAS, pursuant to Section 163.3184(3)(b), Florida Statutes, “the local government, after the initial public hearing held pursuant to subsection (11), shall transmit within 10 working days the amendment or amendments and appropriate supporting data and analyses to the reviewing agencies. The local governing body shall also transmit a copy of the amendments and supporting data and analyses to any other local government or governmental agency that has filed a written request with the governing body”; and

WHEREAS, on **XXXXX XX, 2023**, the City Commission held a second reading and public reading of this proposed Ordinance with due public notice and input; and

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City of Opa-Locka, Florida, Comprehensive Plan is hereby amended to add a Property Rights Element, pursuant to Section 163.3177(6)(i), Florida Statutes (2021), as follows:

PROPERTY RIGHTS ELEMENT

GOAL: CONSIDER THE RIGHTS OF PROPERTY OWNERS IN ALL LOCAL DECISION-MAKING.

OBJECTIVE PR-1:

Apply rules, ordinances. and regulations with sensitivity for judicially acknowledged and constitutionally protected private property rights.

Policy PR-1.1: In local decision-making. the City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy PR-1.2: In local decision-making, the City shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy PR-1.3: In local decision-making, the City shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy PR-1.4: In local decision-making, The City shall consider the right of a property owner to dispose of his or her property through sale or gift.

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 of this Ordinance may be authorized by the Interim City Manager, following review by the City Attorney, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

Pursuant to Florida Law, the Comprehensive Plan amendment(s) adopted by this Ordinance shall not become effective until 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to comply. This Ordinance is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

Department Director:	Gregory D. Gay		Department Director Signature:				
City Manager:	Darvin E. Williams		CM Signature				
Commission Meeting Date:	September 13, 2023		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)		X		
Fiscal Impact:	Yes	No	Resolution Reading:	1st Reading		2nd Reading	
(Enter X in box)			(Enter X in box)	X			
		X	Public Hearing:	Yes	No	Yes	No
			(Enter X in box)	X		X	
Funding Source:	(Enter Fund & Dept) Ex: N/A		Advertising Requirement:	Yes		No	
Account# :	See Financial Impact section below		(Enter X in box)	X			
ILA Required:	Yes	No	RFP/RFQ/Bid#:				
(Enter X in box)		X					
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:			
(Enter X in box)	X		Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	(list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE OPA-LOCKA COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT AS REQUIRED BY AND IN CONFORMITY WITH SECTION 163.3177(6)(i), FLORIDA STATUTES (2021); PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR LIBERAL CONSTRUCTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions including those relating to Comprehensive Planning, and render municipal service, and exercise any power

of the City of Opa-Locka (“City”) empowers the City Commission to adopt, amend, or repeal such ordinances as may be required for the proper governing of the City of Opa-locka. On July 1, 2021, CS/CS/CS/HB 59 was signed into law by the Governor (the “Law”) and provides, among other things, for a new requirement in Section 163.3177(6), Florida Statutes (2021) that each local government include in its comprehensive plan a “property rights element to ensure that private property rights are considered in local decision-making”. The Law provides that local governments “must adopt a property rights element in its comprehensive plan by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan pursuant to s. 163.3191”. The City does not currently have a property rights element in its comprehensive plan and the City Commission desires to comply with state law and adopt a new property rights element in the form prescribed by the new Law. Notice was publicly advertised as required by the City and State regulations regarding text amendments to the Comprehensive Plan. On July 31, 2023, the Planning and Zoning Board, as the local planning agency for the City held its hearing on this proposed Ordinance with due public notice and input, and recommended its adoption. The City Commission held a first reading and public hearing of this proposed Ordinance and the City Commission voted to transmit the proposed Comprehensive Plan Property Rights Element to state agencies, after first reading, for review pursuant to Section 163.3184(3)(b), Florida Statutes.

HISTORY

During the 2021 Legislative Session, the Florida Legislature adoption changes to Chapter 163, Section 163.3177 – Required and optional elements of comprehensive plan; studies and surveys. This change created Subsection 163.3177 (6)(i) which requires that governmental entities respect judicially acknowledged and constitutionally protected private property rights. The bill was signed into law by the governor on June 29, 2021.

As part of this requirement, a new Property Rights Element must be incorporated into the City’s Comprehensive Plan.

Financial Impact

There is no negative financial impact from the approval of this legislation.

Proposed Action:

PCD Staff recommends approval of this Comprehensive Plan Amendment.

Attachment:

Draft Ordinance
Amendment of the Comprehensive Plan-Private Property Rights



☐ **Fort Lauderdale Office** · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☒ **Miami-Dade Office** · 2103 Coral Way · Suite 810 · Miami, FL 33145 · 786.485.5200(p) · 786.485.1520(f)

TO: Planning & Zoning Board
(Local Planning Agency)
City of Opa-Locka

VIA: Gregory D. Gay, AIA-NAM, Director
Planning & Community Development Department
City of Opa-Locka

FROM: Alex A. David, AICP
Calvin, Giordano & Associates
City Planning Consultant

SUBJECT: Amending City Comprehensive Plan to Include a Property Rights Element

DATE: June 6, 2023

During the 2021 Legislative Session, the Florida Legislature adoption changes to Chapter 163, Section 163.3177 – Required and optional elements of comprehensive plan; studies and surveys.

This change created Subsection 163.3177 (6)(i) which requires that governmental entities respect judicially acknowledged and constitutionally protected private property rights. The bill was signed into law by the governor on June 29, 2021.

As part of this requirement, a new Property Rights Element must be incorporated into the City's Comprehensive Plan.

The proposed wording in the new Element, which meets the statutory requirements, is as follows:

PROPERTY RIGHTS ELEMENT

GOAL: CONSIDER THE RIGHTS OF PROPERTY OWNERS IN ALL LOCAL DECISION-MAKING.

OBJECTIVE PR-1:



Memorandum

Apply rules, ordinances, and regulations with sensitivity for judicially acknowledged and constitutionally protected private property rights.

Policy PR-1.1: In local decision-making, the City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy PR-1.2: In local decision-making, the City shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy PR-1.3: In local decision-making, the City shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy PR-1.4: In local decision-making, the City shall consider the right of a property owner to dispose of his or her property through sale or gift.

After recommendation by the Planning & Zoning Board to the City Commission and first reading by the Commission the proposed amendments to the Comprehensive Plan adding the Property Rights Element will be transmitted to the Florida Department of Economic Opportunity and other review agencies. Once agency reviews are completed the item will be scheduled for second reading (adoption).

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, GRANTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) A PERPETUAL EASEMENT DONATION FOR PARCEL 800, WITHIN THE CITY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") has identified Parcel 800 as property owned by the City of Opa-Locka Florida ("City") and, as a relevant part of one of their current and ongoing construction projects; and

WHEREAS, pursuant to Sections 337.25 and 337.29, Florida Statutes, FDOT has requested that the City donate a perpetual easement of this parcel to FDOT for the purpose of constructing and maintaining a signal master arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits; and

WHEREAS, Section 4.3 of the City of Opa-Locka's Charter requires an Ordinance for the conveyance of land; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to donate a perpetual easement of this parcel to FDOT, pursuant to composite Exhibit "A" and as described herein.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

The City Commission of the City of Opa-Locka, Florida, hereby donates a perpetual easement of Parcel 800, within the City, to FDOT, pursuant to composite Exhibit "A" and as described herein.

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 of this Ordinance may be authorized by the Interim City Manager, following review by the City Attorney,

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

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	09.13.2023		Item Type: <i>(Enter X in box)</i>	Resolution	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: NA		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:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X		Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐				
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

An ordinance of the City Commission of the City of Opa-locka granting FDOT a perpetual Easement Donation

Staff Summary:

City staff have recently received a request from FDOT has identified **Parcel 800** as property owned by the City of Opa-Locka Florida and, as part of the construction project and pursuant to Sections 337.25 and 337.29, Florida Statutes, requests the City of Opa-Locka to donate the perpetual easement of this parcel to FDOT for the purpose of constructing and maintaining a signal master arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits.

Financial Impact – There is no immediate financial impact. There could be subsequent legal costs.

Proposed Action:

It is recommended the City Commission of the City of Opa-locka adopt legislation allowing the Florida Department of Transportation FDOT to construct a master arm signal to serve a pedestrian crosswalk across NW 27th Avenue.

Attachment:

1. Agenda
2. Perpetual Easement Donation Package



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172-5800

JARED W. PERDUE, P.E.
SECRETARY

June 26, 2023

City of Opa-Locka Florida
Attn: **Mr. Owen Carney**
Operations Manager
Public Works and Utilities Department
12950 Lejeune Road (NW 42nd Avenue)
Opa-Locka, FL 33054

SUBJECT: REQUEST FOR A PERPETUAL EASEMENT DONATION (SUBMITTED VIA EMAIL)

Item/Segment No.: 443937-2
Managing District: 6
State Road No.: 817/NW 27 Avenue from Sesame Street to Dunad Avenue
County: Miami-Dade
Parcel No. (s): 800 (Perpetual Easement)
Size: 240 SF, more or less
Folio No.: N/A
Property Location: See attached Legal Description

Dear Mr. Carney,

The Florida Department of Transportation (FDOT) is planning some improvements along State Road 817/NW 27 Avenue from Sesame Street to Dunad Avenue.

Work is expected to begin Spring 2027. Please note that the start date and duration of construction are subject to change.

FDOT has identified Parcel 800 as property owned by the City of Opa-Locka and as part of the construction project and pursuant to Sections 337.25 and 337.29, Florida Statutes, requests the City of Opa-Locka to donate the perpetual easement of this parcel to FDOT for the purpose of constructing and maintaining a signal mast arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits.

By agreeing to the transfer or donation of the above referenced parcel, the City of Opa-Locka confirms that all applicable federal and state procedures and regulations were followed prior to the conveyance of said property.

If possible, to meet the right-of-way certification date, FDOT would like this donation to be executed by the City of Opa-Locka on or before February 29, 2024.

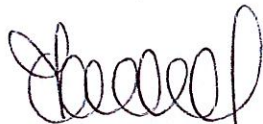
Attached please find the following documents for your review and to begin the process for approval:

1. Project Fact Sheet
2. Sketch to accompany Legal Description
3. Legal Description
4. Roadway Plan
5. Signalization Plan
6. Staking Pictures of Parcel 800
7. Perpetual Easement Document 800.1
8. Donation Form and Instructions for Completion (to be executed by the City of Opa-Locka)

I look forward to working together for the fulfillment of this request.

If you have a question or need additional information, please contact me.

Cordially,



Yarley Millan

Right of Way Agent

Florida Department of Transportation

Adam Leigh Cann Building

1000 NW 111th Avenue, Ste # 6105-A

Miami, FL 33172

Phone: (305)470-5159

Email: Yarley.Millan@dot.state.fl.us

Enclosures

Cc: File



PROJECT FACT SHEET
FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX
State Road (SR) 817/NW 27 Avenue
From Sesame Street to Dunad Avenue
Project Identification Number: 443937-2-52-01

The Florida Department of Transportation (FDOT) is developing the design for a roadway project along SR 817/NW 27 Avenue from Sesame Street to Dunad Avenue, in Miami-Dade County.

PROJECT DETAILS

- Adding a new midblock pedestrian crosswalk controlled by a High Intensity Activated Crosswalk Beacon (HAWK)
- Reconstructing the median at the crosswalk location
- Repaving and restriping the road
- Reconstructing the driveways within the new sidewalk areas
- Adding new signage to direct pedestrians to the crosswalks
- Upgrading signing
- Enhancing lighting system at the new pedestrian crossing

ESTIMATED PROJECT COST

\$730,031

PROJECT DATES

Work is expected to begin Spring 2027 and last about eight months. Please note that the construction start date and duration is subject to change.

MUNICIPALITIES IN PROJECT AREA

City of Opa-Locka

POSSIBLE EFFECTS DURING CONSTRUCTION

Work will be done in phases to reduce the effects of construction on the community. Vehicular, bicycle, and pedestrian traffic will be impacted.

MAINTENANCE OF TRAFFIC

During construction, temporary lane closures and detours will affect traffic. Pedestrian detours will be established with clear signage. Access to adjacent businesses and neighbourhoods will be maintained.

FOR MORE INFORMATION

If you have any questions or comments, please contact FDOT Community Outreach Specialist Rodolfo Roman by telephone at 305-470-5477 or by email at Rodolfo.Roman@dot.state.fl.us.



Please let us know how you prefer to receive information about future projects (mail, email, or other). Your comments are important to us. Please visit our website: www.fdotmiamidade.com.
Thank you for your participation.



Follow us on Twitter
twitter.com/MyFDOT_Miami



Like our Facebook Page
facebook.com/MyFDOTMiami



Subscribe to our YouTube Page
youtube.com/user/MyFDOTMiami



1000 NW 111 Avenue, Miami, FL 33172

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings and coordinates are relative to the State Plane Coordinate System, Florida East Zone (901), Transverse Mercator Projection, North American Datum 1983, 1990 adjustment (NAD83/90), where the East Section Line of the N.E. quarter of Section 21, Township 52 South, Range 41 East bears S 02°21'10" E.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.
- Baseline of Survey and Right of Way Lines, shown on this Sketch and Legal are based on a Florida Department of Transportation Right of Way Control Survey Map for S.R. 817 (NW 27th Avenue), section 87240, FPID#438076-1 dated: 03/23/2023.
- This Sketch is intended to be displayed at the stated graphic scale in English units of measurements as depicted on the sketch and legal. Attention is directed to the fact that said Sketch may be altered in scale by reproduction and must be considered when obtaining scaled data.
- All stations and offsets refer to the Baseline of Survey of S.R. 817 (NW 27th Avenue).
- I hereby certify that to the best of my knowledge and belief the above sketch and legal description of Parcel 800, a Perpetual Easement for State Road 817 (NW 27th Avenue) is true, accurate, and was prepared under my direction.
- I further certify that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyor and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
- Title report prepared by National Title and Abstract Company, Number: 23-98643, dated: February 23, 2023 at 2:30 o'clock p.m., was reviewed in connection with this work.

LEGEND:

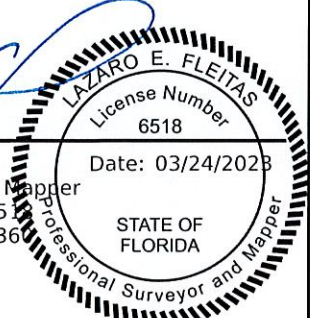
PC - Point of Curvature
 PT - Point of Tangency
 FDOT - Florida Department of Transportation
 F.P. NO. - Financial Project Number
 STA. - Station
 SEC. - Section
 TWP. - Township
 RGE. - Range
 EXIST. - Existing
 ORB - Official Record Book
 PB - Plat Book
 PG. - Page
 PI - Point of intersection
 Δ - Central angle
 L.A. - Limited Access
 T - Tangent
 L - Arc Length of curve
 R - Radius
 P.O.C. - Point of Commencement
 P.O.B. - Point of Beginning
 A - Arc Length of Curve
 CB - Chord Bearing

CH - Chord Length
 D - Degree of Curve
 P.O.B. - Point of Beginning
 R.P.B. - Road Plat Book
 PL - Property Line
 LB. - Licensed Business
 LT - Left
 No. - Number
 SR - State Road
 SQ. FT. - Square Feet
 R/W - Right of Way
 (P) - Plat
 OFF. - Offset
 Ac. - Acre

SYMBOLS:

 - Baseline of Survey
 - Center Line
 - Spring Line
 - Parcel Number


 Lazaro E. Fleitas PSM
 Professional Surveyor & Mapper
 Florida Certificate No. 6518
 Licensed Business: LB-7360
 9594 N.W. 41st Street
 Doral, Florida 33178


 LAZARO E. FLEITAS
 License Number 6518
 Date: 03/24/2023
 STATE OF FLORIDA
 Professional Surveyor and Mapper

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 817

MIAMI-DADE COUNTY

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
			STATE ROAD NO. 817				MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 N.W. 41st Street Doral, FL 33178	DATA SOURCE: SEE GENERAL NOTES ABOVE	
			DRAWN	WD	03-23-2023			
REVISION	BY	DATE	CHECKED	LF	03-24-2023	F.P. NO. 443937-2		SECTION 87240
								SHEET 01 OF 04

EXHIBIT "A"

A portion of land of the 12 feet Alley in Block 6, Plat No. ONE, OPA-LOCKA, according to the Plat thereof, recorded in Plat Book 25, Page 44, of the Public Records of Miami-Dade County, Florida, lying in NE 1/4 of Section 21, Township 52 South, Range 41 East, more particularly described as follows:

Containing 240 Square feet, more or less.

THIS IS NOT A SURVEY

			FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
			STATE ROAD NO. 817			
			MIAMI-DADE COUNTY			
					PREPARED BY: CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 N.W. 41st Street Doral, FL 33178	
					DATA SOURCE: SEE GENERAL NOTES ON SHEET ONE	
			DRAWN WD 03-23-2023		F.P. NO. 443937-2	
			CHECKED LF 03-24-2023		SECTION 87240	
REVISION			8Y		DATE	
					SHEET 02 OF 04	



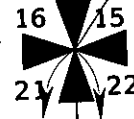
Scale: 1" = 50'

EXHIBIT "A"

MIAMI-DADE COUNTY

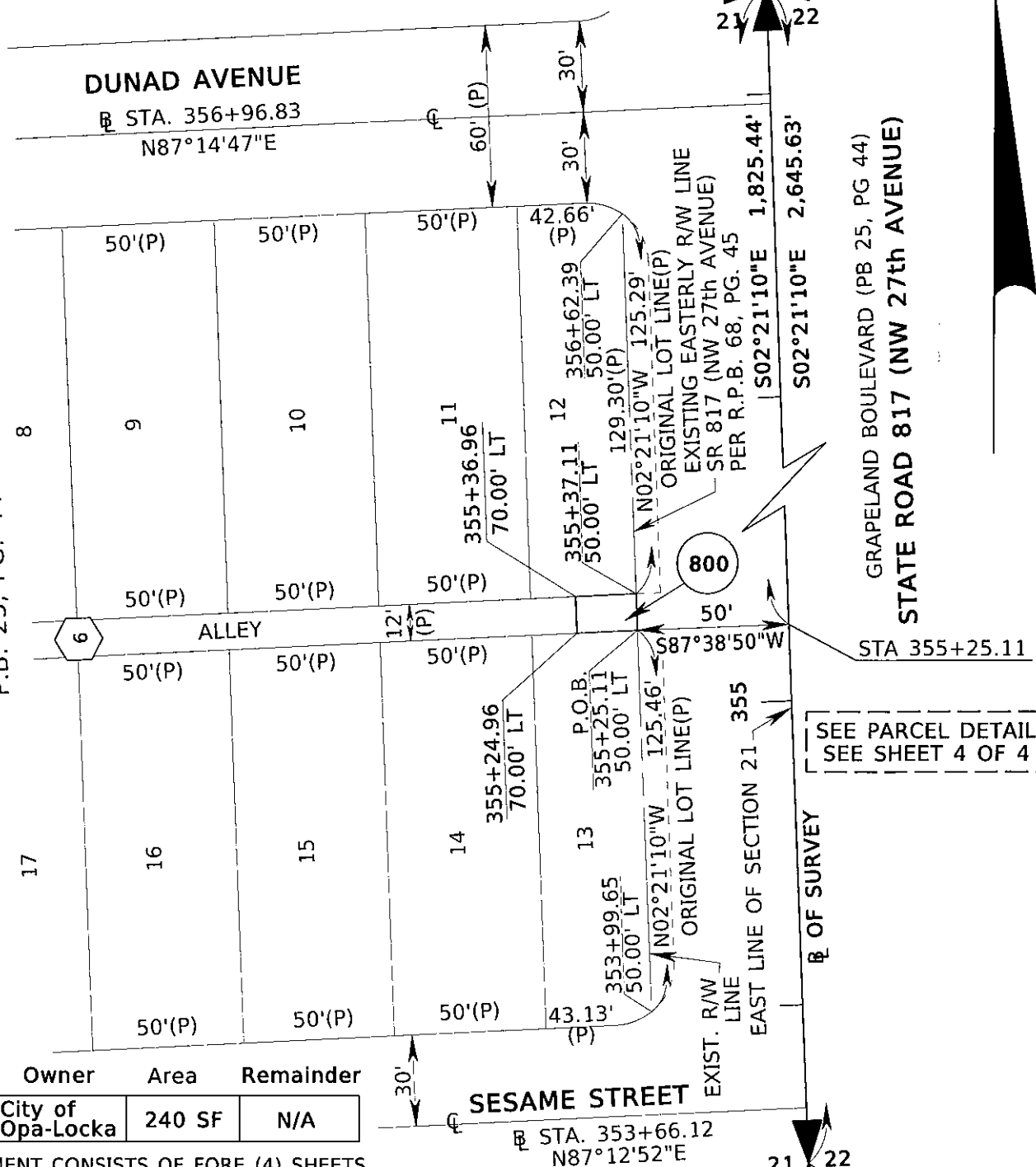
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 41 EAST.

P.O.C.
PI STA. 373+50.55
NE. CORNER
NE. 1/4 SEC. 21-52-41



PLAT NO. ONE OPA-LOCKA

P.B. 25, PG. 44



GRAPELAND BOULEVARD (PB 25, PG 44)
STATE ROAD 817 (NW 27th AVENUE)

SEE PARCEL DETAIL
SEE SHEET 4 OF 4

Parcel No.	Owner	Area	Remainder
800	City of Opa-Locka	240 SF	N/A

THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

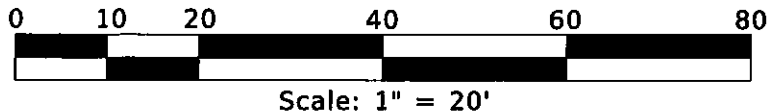
FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 817 PARCEL 800 MIAMI - DADE COUNTY

REVISION	BY	DATE	DRAWN	DELLOSIO	03-23-23	CHECKED	FLEITAS	03-24-2023	F.P. NO. 443937-2	SECTION 87240-N/A	SHEET 3 OF 4

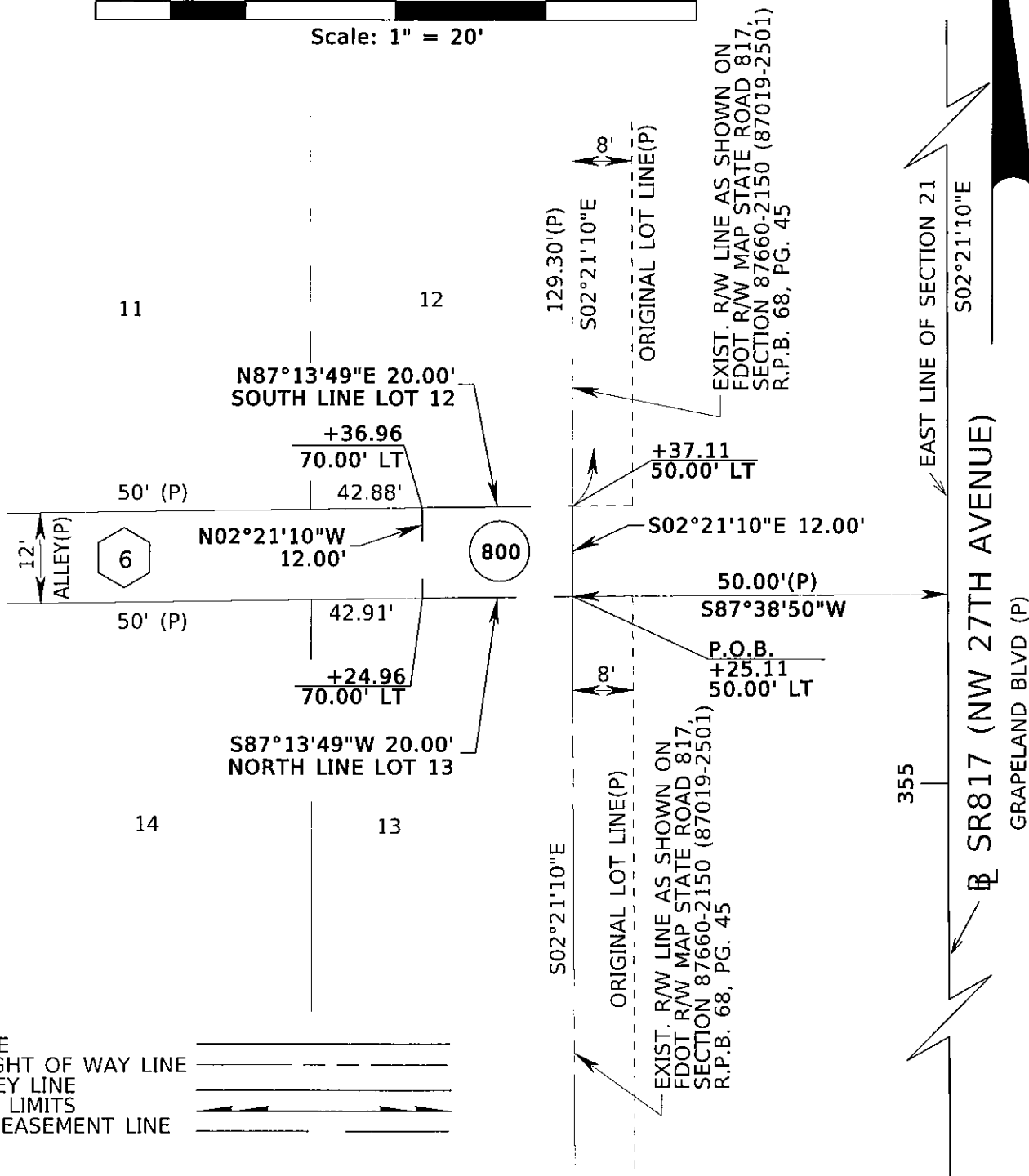
PARCEL 800

EXHIBIT "A"
MIAMI-DADE COUNTY
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 41 EAST.



PLAT NO. ONE OPA-LOCKA

P.B. 25, PG. 44



LINE TYPES:

SECTION LINE
EXISTING RIGHT OF WAY LINE
BASE SURVEY LINE
SUBDIVISION LIMITS
PERMANENT EASEMENT LINE

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND
SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE
UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION
SPECIFIC PURPOSE SURVEY - NOT A FIELD SURVEY

STATE ROAD NO. 817

MIAMI-DADE COUNTY

			PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41ST STREET, SUITE 201, DORAL, FL 33178 TEL: 3055921070, LR# 7360			DATA SOURCE: SEE GENERAL NOTES ON SHEET ONE	
			DRAWN	WD	03-23-23	F.P. NO. 443937-2	
			CHECKED	LF	03-24-23		
			REVISION	BY	DATE	SECTION 87240	SHEET 4 OF 4

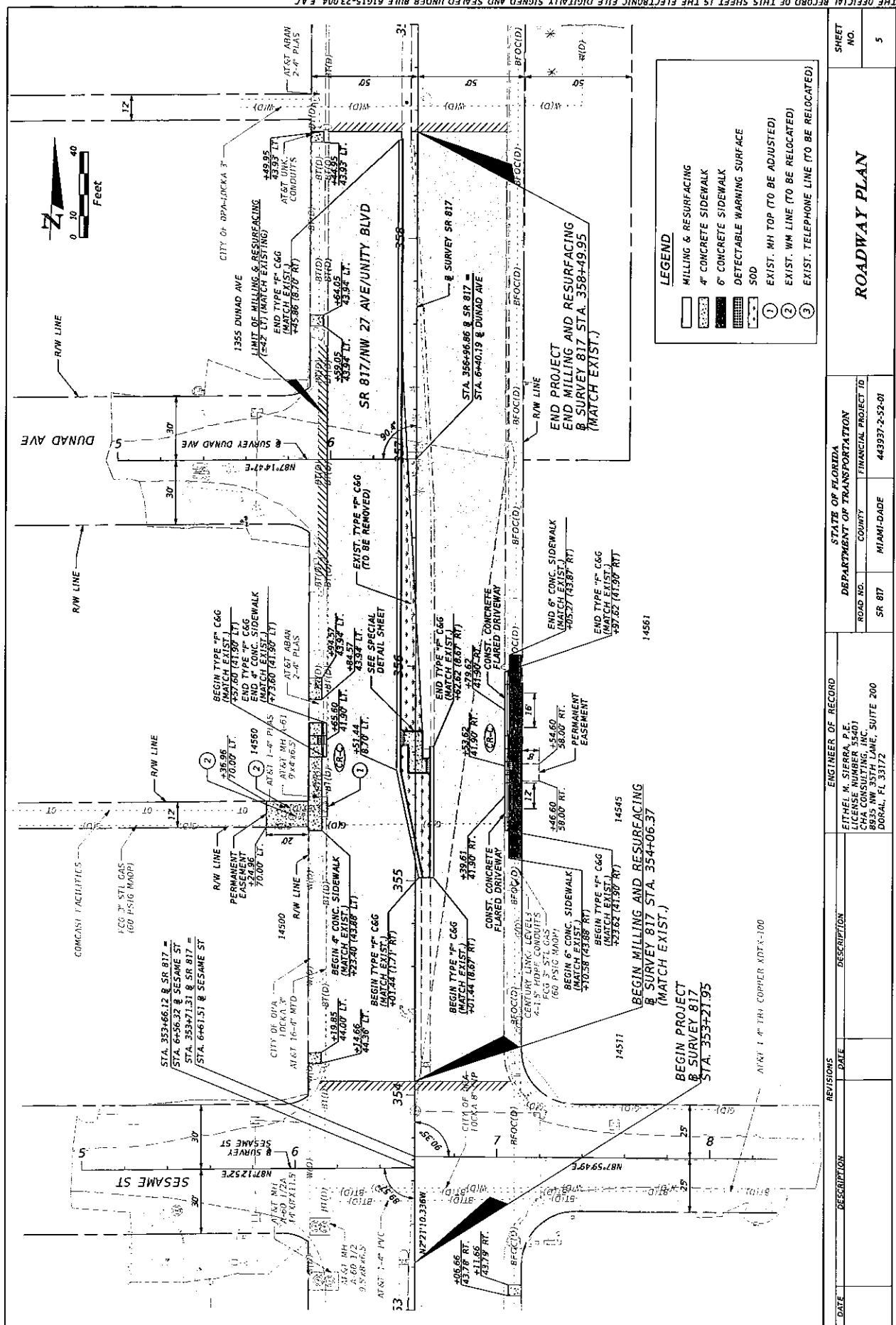
Parcel 800

LEGAL DESCRIPTION:

A portion of land of the 12 feet Alley in Block 6, Plat No. ONE, OPA-LOCKA, according to the Plat thereof, recorded in Plat Book 25, Page 44, of the Public Records of Miami-Dade County, Florida, lying in NE 1/4 of Section 21, Township 52 South, Range 41 East, more particularly described as follows:

Commence at the Northeast Corner of said Section 21; thence run South 02° 21' 10" East, along the East Line of said Section 21, said line also being the baseline survey for State Road 817 (NW 27th Avenue), as shown on Florida Department of Transportation Right of Way Map for said State Road 817 (NW 27th Avenue), Section 87660-2150 (87019-2501), recorded in Road Plat Book 68, Page 45 of the Public Records of Miami-Dade County, Florida and the basis of bearings, for a distance of 1,825.44 feet; thence South 87°38'50" West at Right angles from the previously described East Line of Section 21, for a distance of 50.00 feet to a point on the Existing Westerly Right of Way Line of State Road 817 (NW 27th Avenue), as shown on said Road Plat Book 68, Page 45 and the POINT OF BEGINNING of the hereinafter described PARCEL; thence South 87°13'49" West along the North Line of Lot 13, Block 6, of said Plat Book, for a distance of 20.00 feet; thence North 02°21'10" West for a distance of 12.00 feet to a point on the South Line of Lot 12, Block 6, of said Plat Book; thence North 87°13'49" East along said South Line of Lot 12, Block 6, for a distance of 20.00 feet, to a point on said Existing Westerly Right of Way Line of State Road 817 (NW 27th Avenue); thence South 02°21'10" East, along the previously described Existing Westerly Right of Way Line, for a distance of 12.00 feet to the POINT OF BEGINNING.

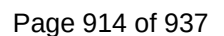
Containing 240 square feet, more or less.



LEGEND

- MILLING & RESURFACING
- 4" CONCRETE SIDEWALK
- 6" CONCRETE SIDEWALK
- DETECTABLE WARNING SURFACE
- SOD
- EXIST. MH TOP (TO BE ADJUSTED)
- EXIST. WM LINE (TO BE RELOCATED)
- EXIST. TELEPHONE LINE (TO BE RELOCATED)

REVISIONS		ENGINEER OF RECORD		STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		ROADWAY PLAN		SHEET NO.	
DATE	DESCRIPTION	DATE	DESCRIPTION	NAME	DATE	NAME	DATE	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
				EITHIEL M. SIERRA, P.E. LICENSE NUMBER 55401 CHA CONSULTING, INC. 8935 NW 35TH LANE, SUITE 200 DORAL, FL 33172				SR 817	MIAMI-DADE	443937-2-52-01	5



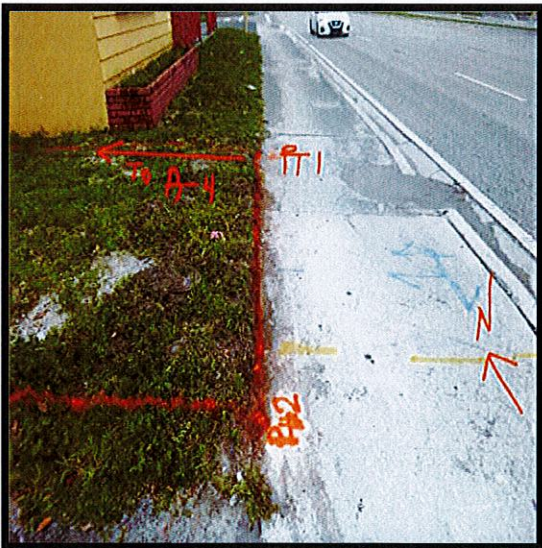
STAKING PICTURES

Project #: 443937-2
Parcel #: 800
Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



STAKING PICTURES

Project #: 443937-2
Parcel #: 800
Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



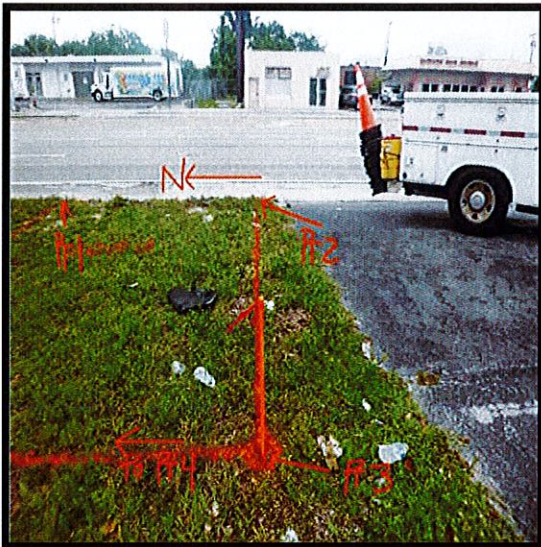
STAKING PICTURES

Project #: 443937-2
Parcel #: 800
Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



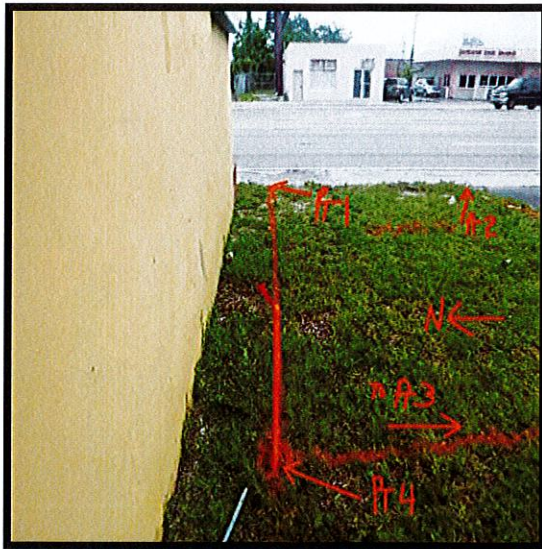
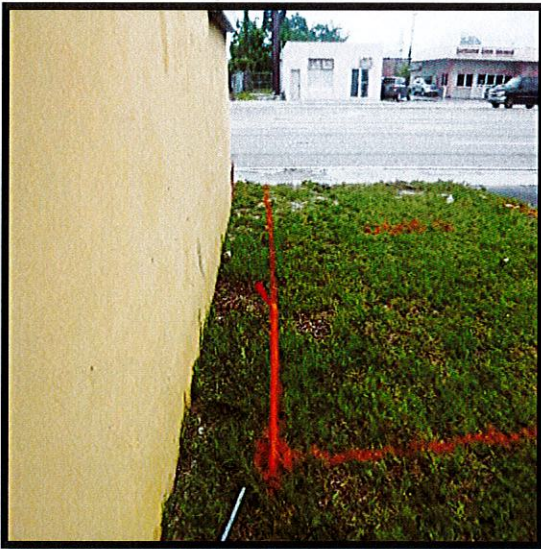
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Project #: 443937-2
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Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



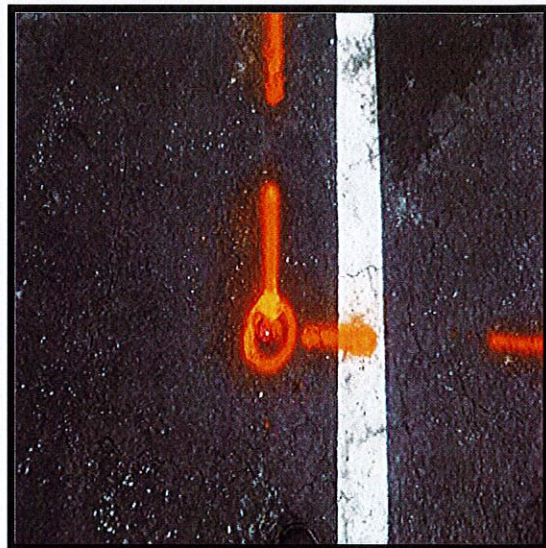
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STAKING PICTURES

Project #: 443937-2
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Size: 240 SF, more or less
Owner: Miami Dade County
Folio: N/A



07-PE.02-04/93

This instrument prepared by
or under the direction of, RT
Alicia Trujillo, Esq. ds
District Six Chief Counsel RTB
Document prepared by: MF
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
April 28, 2023

Parcel No. : 800.1
Item/Segment No. : 443937-2
Managing District : 6
Parcel Folio : N/A

PERPETUAL EASEMENT

THIS EASEMENT made effective the ____ day of _____, 20 ____, by **CITY OF OPA-LOCKA, a municipal corporation of the State of Florida**, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement in, over, under, upon and through Parcel 800, which is described below, for the purpose of constructing and maintaining a signal mast arm, service disconnects, controller cabinets, concrete pad, pull boxes, wiring and conduits.

Parcel 800

F.P. No. 443937-2

A portion of land of the 12 feet Alley in Block 6, Plat No. ONE, OPA-LOCKA, according to the Plat thereof, recorded in Plat Book 25, Page 44, of the Public Records of Miami-Dade County, Florida, lying in NE 1/4 of Section 21, Township 52 South, Range 41 East, more particularly described as follows:

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Containing 240 square feet, more or less.

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____

CITY OF OPA-LOCKA,
a municipal corporation of the State of Florida

Its City Clerk

By: _____

Its Mayor

Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____, Mayor, who is personally known to me or who has produced _____ as identification.

Notary Stamp

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

PARCEL 800**EXHIBIT "A"****GENERAL NOTES:**

- THIS IS NOT A SURVEY
- Bearings and coordinates are relative to the State Plane Coordinate System, Florida East Zone (901), Transverse Mercator Projection, North American Datum 1983, 1990 adjustment (NAD83/90), where the East Section Line of the N.E. quarter of Section 21, Township 52 South, Range 41 East bears S 02°21'10" E.
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- I hereby certify that to the best of my knowledge and belief the above sketch and legal description of Parcel 800, a Perpetual Easement for State Road 817 (NW 27th Avenue) is true, accurate, and was prepared under my direction.
- I further certify that said sketch and legal description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Surveyor and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
- Title report prepared by National Title and Abstract Company, Number: 23-98643, dated: February 23, 2023 at 2:30 o'clock p.m., was reviewed in connection with this work.

LEGEND:

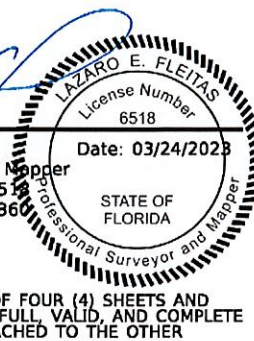
PC - Point of Curvature
 PT - Point of Tangency
 FDOT - Florida Department of Transportation
 F.P. NO. - Financial Project Number
 STA. - Station
 SEC. - Section
 TWP. - Township
 RGE. - Range
 EXIST. - Existing
 ORB - Official Record Book
 PB - Plat Book
 PG. - Page
 PI - Point of intersection
 Δ - Central angle
 L.A. - Limited Access
 T - Tangent
 L - Arc Length of curve
 R - Radius
 P.O.C. - Point of Commencement
 P.O.B. - Point of Beginning
 A - Arc Length of Curve
 CB - Chord Bearing

CH - Chord Length
 D - Degree of Curve
 P.O.B. - Point of Beginning
 R.P.B. - Road Plat Book
 PL - Property Line
 LB. - Licensed Business
 LT - Left
 No. - Number
 SR - State Road
 SQ. FT. - Square Feet
 R/W - Right of Way
 (P) - Plat
 OFF. - Offset
 Ac. - Acre

SYMBOLS:

— Baseline of Survey
 — Center Line
 — Spring Line
 (800) - Parcel Number

Lazaro E. Fleitas PSM
 Professional Surveyor & Mapper
 Florida Certificate No. 6518
 Licensed Business: LB-7360
 9594 N.W. 41st Street
 Doral, Florida 33178



THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER

THIS IS NOT A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
				STATE ROAD NO. 817	
				MIAMI-DADE COUNTY	
				PREPARED BY: CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 N.W. 41st Street Doral, FL 33178	
				DATA SOURCE: SEE GENERAL NOTES ABOVE	
				F.P. NO. 443937-2 SECTION 87240 SHEET 01 OF 04	
REVISION	BY	DATE	CHECKED	LF	03-24-2023

PARCEL 800**EXHIBIT "A"****LEGAL DESCRIPTION:**

A portion of land of the 12 feet Alley in Block 6, Plat No. ONE, OPA-LOCKA, according to the Plat thereof, recorded in Plat Book 25, Page 44, of the Public Records of Miami-Dade County, Florida, lying in NE 1/4 of Section 21, Township 52 South, Range 41 East, more particularly described as follows:

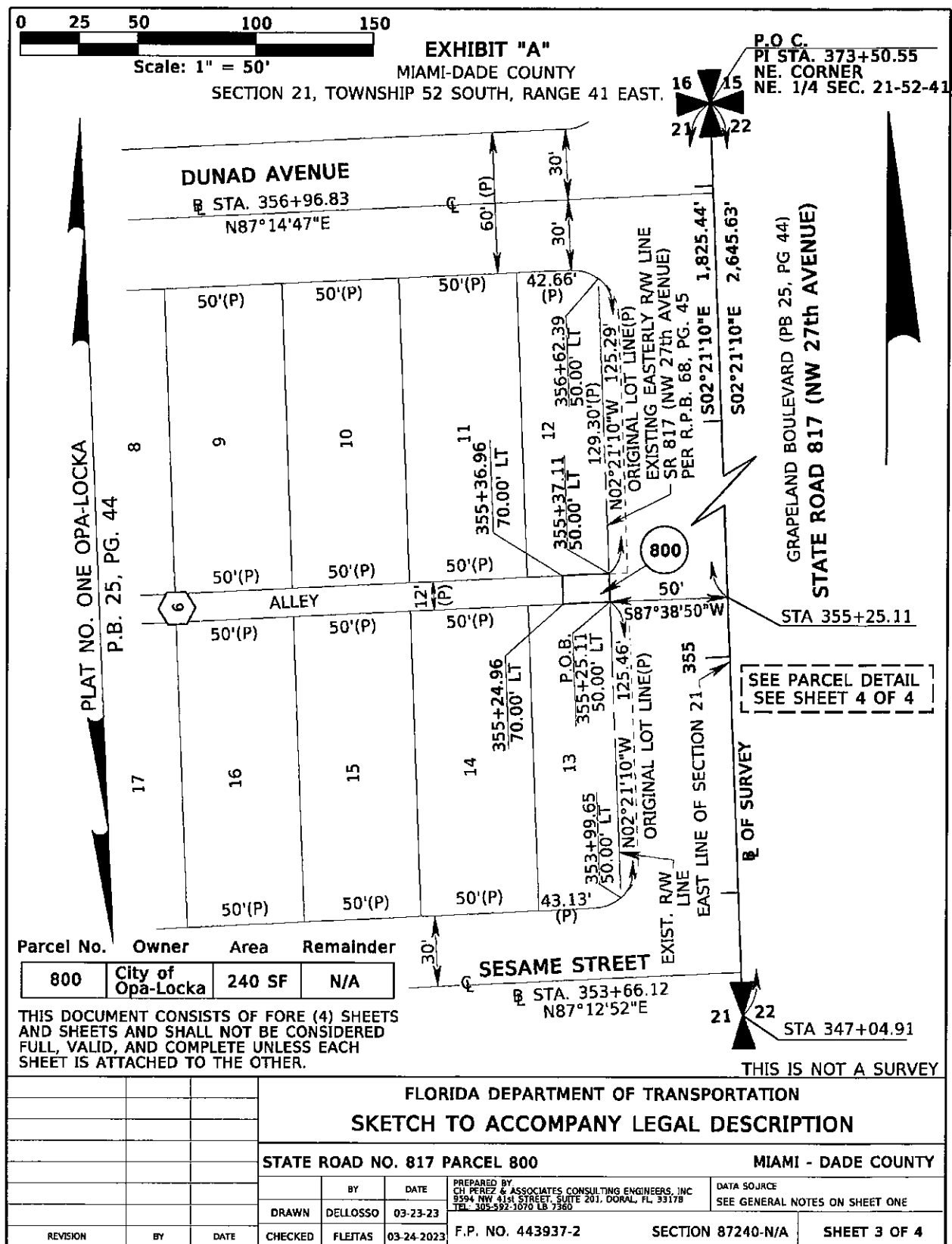
Commence at the Northeast Corner of said Section 21; thence run South 02° 21' 10" East, along the East Line of said Section 21, said line also being the baseline survey for State Road 817 (NW 27th Avenue), as shown on Florida Department of Transportation Right of Way Map for said State Road 817 (NW 27th Avenue), Section 87660-2150 (87019-2501), recorded in Road Plat Book 68, Page 45 of the Public Records of Miami-Dade County, Florida and the basis of bearings, for a distance of 1,825.44 feet; thence South 87°38'50" West at Right angles from the previously described East Line of Section 21, for a distance of 50.00 feet to a point on the Existing Westerly Right of Way Line of State Road 817 (NW 27th Avenue), as shown on said Road Plat Book 68, Page 45 and the POINT OF BEGINNING (P.O.B.) of the hereinafter described PARCEL; thence South 87°13'49" West along the North Line of Lot 13, Block 6, of said Plat Book, for a distance of 20.00 feet; thence North 02°21'10" West for a distance of 12.00 feet to a point on the the South Line of Lot 12, Block 6, of said Plat Book; thence North 87°13'49" East along said South Line of Lot 12, Block 6, for a distance of 20.00 feet, to a point on said Existing Westerly Right of Way Line of State Road 817 (NW 27th Avenue); thence South 02°21'10" East, along the previously described Existing Westerly Right of Way Line, for a distance of 12.00 feet to the POINT OF BEGINNING (P.O.B.)

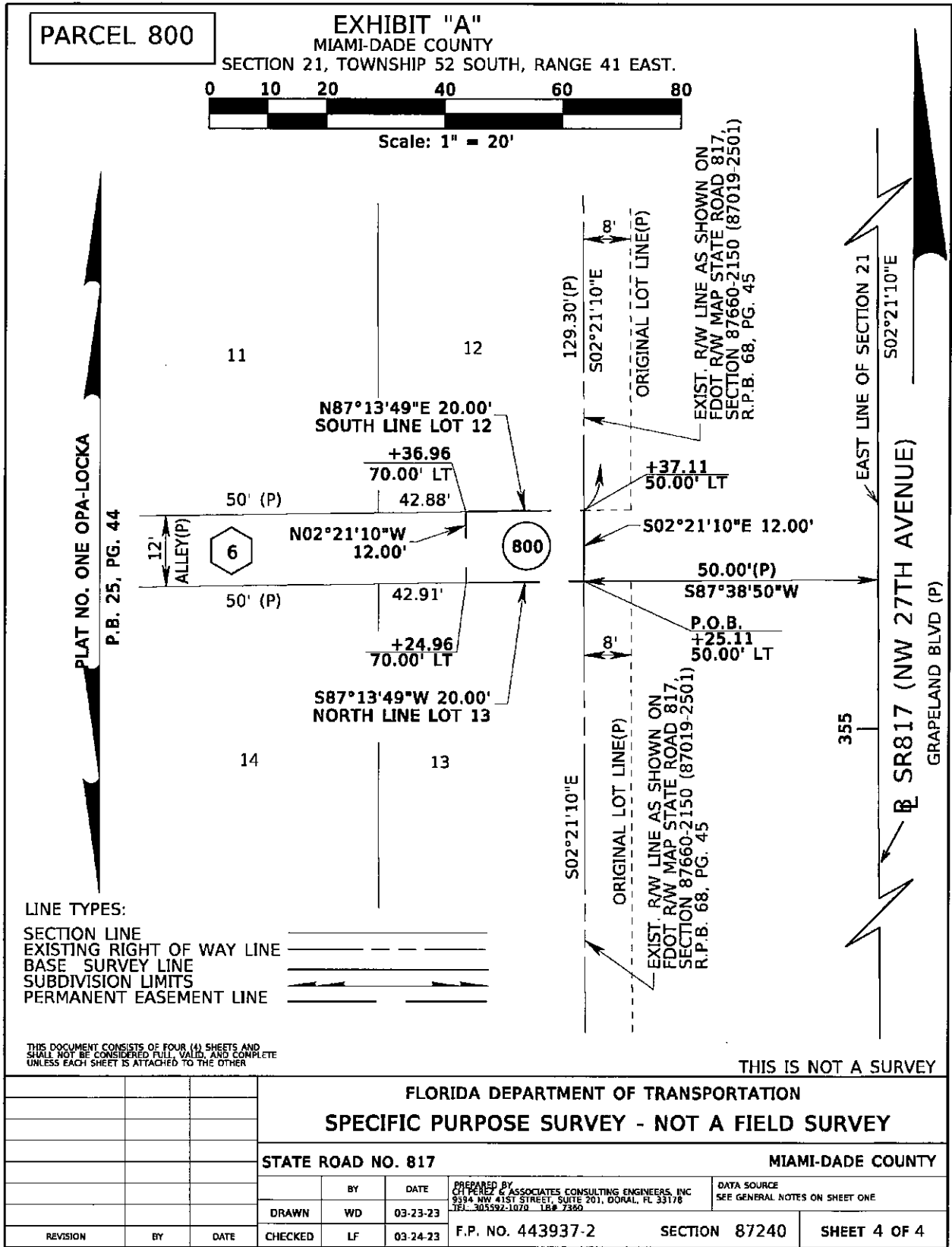
Containing 240 Square feet, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND
SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE
UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
				STATE ROAD NO. 817	
				MIAMI-DADE COUNTY	
				PREPARED BY CH Perez & Assoc. Consulting Eng., INC. LB#7360 9594 NW 41st Street Doral, FL 33178	
				DATA SOURCE SEE GENERAL NOTES ON SHEET ONE	
		DRAWN	WD	03-23-2023	F.P. NO. 443937-2
		CHECKED	LF	03-24-2023	
REVISION	BY	DATE			SECTION 87240
					SHEET 02 OF 04







Florida Department of Transportation

RON DESANTIS
GOVERNOR

JARED W. PERDUE, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

June, 26, 2023

City of Opa-Locka
12950 Lejeune Road (NW 42nd Avenue)
Opa-Locka, FL 33054

ITEM/SEGMENT NO.:	443937-2
MANAGING DISTRICT:	6
F.A.P. NO.:	N/A
STATE ROAD NO.:	SR 817/NW 27 Avenue from Sesame Street to Dunad Avenue
COUNTY:	Miami Dade
PARCEL NO.:	800
INTEREST CONVEYED:	Perpetual Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date



Florida Department of Transportation

**INSTRUCTIONS FOR COMPLETION OF THE
DONATION OF PROPERTY TO THE
FLORIDA DEPARTMENT OF TRANSPORTATION (FORM 575-030-12)**

This form should be printed on official DOT letterhead.

DATE AND INSIDE ADDRESS:	Space is provided for a date and inside address of the property owner.
PROJECT/PARCEL INFORMATION:	The following information can be located in the legal documents and Right of Way map for each project and is required on official Department forms: Item/Segment No. Managing District F.A.P. No. State Road No. County Parcel No.
OWNER'S SIGNATURE BLOCK:	The owner must sign and provide an address and date before the Department can accept the donation.
ORIGINAL:	Parcel File
COPIES:	Owner(s)

ORDINANCE NO. 23-XXXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 2, ARTICLE II, OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCES ENTITLED "CITY COMMISSION", SECTION 2-27 ENTITLED "EXPENSE ACCOUNT FOR MAYOR AND EACH CITY COMMISSIONER" TO INCREASE MONTHLY EXPENSE REIMBURSEMENT ALLOWANCES FOR THE CITY COMMISSION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka has been allotted a monthly reimbursement amount not to exceed Two Hundred Dollars (\$200.00) as reimbursement for expenses; and

WHEREAS, the reimbursement is used to cover publications (subscriptions), dues, food and drink for dignitaries and public officials, cleaning, gasoline, transportation, and communications; and

WHEREAS, there has been a significant rise in the covered expenses, specifically food and gasoline and the City Commission desires to raise the monthly allowance to Three Hundred Dollars (\$300.00) to offset economic inflation; and

WHEREAS, the City Commission finds that it is in the best interests of the City and its residents to authorize the amendment of Chapter 2, Article II of the City's Code of Ordinances, entitled "City Commission", Section 2-27 entitled "Expense account for mayor and each city commissioner" to increase monthly expense reimbursement allowances from Two Hundred to Three Hundred Dollars for the City Commission.

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

SECTION 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

SECTION 2. AUTHORIZATION

Amending Chapter 2, Article II, Division 1, Section 2-27 entitled "Expense account for mayor and each city commissioner", which shall read:

Sec. 2-27. - Expense account for mayor and each city commissioner.

The mayor and each city commissioner, in addition to the compensation pursuant to the Charter, and in addition to per diem and travelling expenses paid pursuant to Florida Statutes, Section 112.061, may receive reimbursement of monies expended during each monthly period, not to exceed the sum of two hundred dollars ~~(\$200.00)~~ (\$300.00) per month, for monies paid for publications (subscriptions), dues, food and drink for dignitaries and public officials, cleaning, gasoline, transportation, communications and other similar and related expenses incurred in the performance of the duties of mayor and commissioner, provided:

(a) A voucher, in a form prepared by the city manager, is executed by the mayor or commissioner submitting said voucher setting forth the nature of the expense and the purpose therefor.

(b) Receipts are attached, if available, or estimates of gasoline based on mileage.

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 of this Ordinance may be authorized by the Interim City Manager, following review by the City Attorney for legal sufficiency, without need of public hearing, by filing a corrected copy of same with the City Clerk.

SECTION 4. SEVERABILITY

If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

SECTION 5. CONFLICT

All sections or parts of sections of the applicable City of Opa-Locka ordinances currently in place in conflict herewith are intended to be rescinded and repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE

This Ordinance shall, upon adoption, become effective as specified by the City of Opa-Locka Code of Ordinances and the City of Opa-Locka Charter and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this ____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	9.13.2023		Item Type: <i>(Enter X in box)</i>	Resolution	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			Yes	No	Yes	No
					X	X	
Funding Source: <i>Account#:</i>	<i>(Enter Fund & Dept)</i> Ex: 10-511306 10-511307		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
Sponsor Name	Commissioner Williams		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka to amend Chapter 2, Section 2-27 entitled "Expense account for mayor and each city commissioner" to increase the monthly allowance to three hundred dollars (\$300.00).

Staff Summary:

History: The City Commission has been allotted a reimbursement of monies for related expenses incurred in the performance of the duties of mayor and commissioner, not to exceed two hundred dollars (\$200.00) monthly per member of the Commission. The reimbursement is used to cover publications (subscriptions), dues, food and drink for dignitaries and public officials, cleaning, gasoline, transportation, and communications.

Current: There has been a significant rise in the covered expenses, specifically food and gasoline. The City Commission is requesting a monthly allowance increase to three hundred dollars (\$300.00) to help offset economic inflation.

Financial Impact - The proposed increase will increase FY 24 annual expense by \$6,000. This additional expense is incorporated into the FY 24 Proposed Annual Budget and is subject to being appropriated in the final adoption of this budget.

Proposed Action:

Staff recommends the City Commission approve the legislation providing an increase in the Commission's monthly allowance to three hundred dollars (\$300.00) per member of the Commission.

Attachment:

1st Reading / Public Hearing:

2nd Reading / Public Hearing:

Adopted:

Effective Date:

Sponsored By: Mayor Taylor

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DESIGNATING THE SECTION OF SERVICE ROAD FROM NORTHWEST 22ND AVE TO NORTHWEST 18TH AVE AS DEBORAH SHEFFIELD IRBY ROAD; PROVIDING FOR A REPEALER; SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, Chapter 19, Article III entitled *Naming of Public Facilities and Streets*, Sections 19-26 through 19-29 pertains to naming of streets whenever there is a proposal to rename an existing public facility or street; and

WHEREAS, pursuant to Section 19-27(b) of the City of Opa-Locka's Code of Ordinances, the City Commission designates itself as the Street Naming Committee; and

WHEREAS, to recognize Deborah Sheffield Irby's support of the City during her tenure as City Clerk, Community Activist and a long-time resident of Opa-Locka the City of Opa-Locka desires to designate the section of Service Road from Northwest 22nd Ave to Northwest 18th Ave as "Deborah Sheffield Irby Road"; and

WHEREAS, Mrs. Irby played a significant role in the progression of the City and has fought for equality and community issues; and

WHEREAS, the City of Opa-Locka finds it in the best interest of the City to honor Deborah Sheffield Irby by designating the section of Service Road from Northwest 22nd Ave to Northwest 18th Ave as "Deborah Sheffield Irby Road".

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

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 approves the designation of the section of Service Road from Northwest 22nd Ave to Northwest 18th Ave as Deborah Sheffield Irby Road.

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, following review by the City Attorney, without the need for 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 and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this _____ day of _____, 2023.

John Taylor, 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 Kelley	_____ (Yes)	_____ (No)
Commissioner Williams	_____ (Yes)	_____ (No)
Vice Mayor Ervin	_____ (Yes)	_____ (No)
Mayor Taylor	_____ (Yes)	_____ (No)



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

City Manager:	Darvin Williams		CM Signature:				
Commission Meeting Date:	07.26.2023		Item Type: <i>(Enter X in box)</i>	Resolution	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	Mayor Taylor		Department:	City Commission			

Short Title:

An ordinance of the City Commission of the City of Opa-locka designating the section of Service Road from Northwest 22nd Ave to Northwest 18th Ave as Deborah Sheffield Irby Road.

Staff Summary:

History: Staff finds it appropriate to designate a street for Deborah Sheffield Irby in recognition of her continued support for the city during her tenure as City Clerk, Community Activist and a long-time resident of Opa-locka. Mrs. Irby has played a significant role in the progression of the City and has fought for equality and community issues.

Financial Impact – Cost to not exceed \$5,000 and to be charged to Non-Department General Expense, Account 19-519-493.

Proposed Action:

Staff recommends the City Commission approve the legislation designating the section of Service Road from Northwest 22nd Ave to Northwest 18th Ave as Deborah Sheffield Irby Road.

Attachment: