

Memorandum



Date: September 7, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 8(N)(4)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the "From:" field.

Subject: Joint Participation Agreement Between Miami-Dade County and the City of Florida City to Provide the City of Florida City with Funding in an Amount up to \$3,100,000.00 for the Construction of Road Improvements along SW 344 Street from US-1 to SW 172 Avenue

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Joint Participation Agreement (JPA) between Miami-Dade County (County) and the City of Florida City (City) to reimburse the City for the construction of a road improvement project along SW 344 Street from US-1 to SW 172 Avenue (Project).

SCOPE

The Project lies within the City in Commissioner Dennis C. Moss' District 9.

FISCAL IMPACT

The construction cost estimate for the Project is \$5,073,744.26. The County will provide up to \$3,100,000.00 from Road Impact Fee District 6 funds. The funding index code is CPENT06C.BCC09C.RWIDEN.99122, and the Capital project number is P2000000366. The balance of the Project's construction costs will be provided by the City.

TRACK RECORD/MONITOR

The County will utilize the resources of the City to contract and construct the Project on a reimbursable basis. The Project will be assigned to Mr. Bassam Moubayed, CFM, Chief of the Construction Division within the Department of Transportation and Public Works (DTPW), who will oversee construction inspections conducted by DTPW staff before the release of construction funds is recommended.

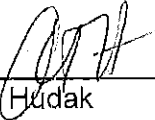
Whenever County funds are utilized for work under this JPA, the City agrees to comply with applicable County regulations including, but not limited to, the Small Business Enterprise Goods and Services Program, the Small Business Enterprise Architecture and Engineering Program, the Small Business Enterprise Construction Services Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). The work covered under this JPA has been reviewed by the County's Small Business Development Division. A Contract Measure Recommendation of 6.7 percent SBE-Construction was established.

BACKGROUND

The City is currently working with developers along SW 344 Street in order to bring commercial developments in the area. SW 344 Street is currently a four (4) lane roadway divided by a canal. There is a concern about traffic access and flow that is limited by the canal. Therefore, the City is proposing to culvert the existing canal in order to add lanes and provide better access to the area. The City is providing the design of the Project at its sole expense. This JPA provides partial funding for the construction of the Project. The balance of the Project's construction costs will be provided by the City.

Honorable Chairman Jean Monestime
and Members, Board of County Commissioners
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On April 12, 2016, the City Commission adopted Resolution No. 16-19, approving this JPA. The City will implement a Public Involvement Plan (PIP) to provide information to property owners, tenants, and area residents for major work to be performed in the area. Construction of the improvements is scheduled to commence in April 2017.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: September 7, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(4)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 3/5's _____, unanimous _____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(4)
9-7-16

RESOLUTION NO. _____

RESOLUTION APPROVING A JOINT PARTICIPATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY TO PROVIDE THE CITY OF FLORIDA CITY WITH FUNDING IN AN AMOUNT UP TO \$3,100,000.00 FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS ALONG SW 344 STREET FROM US-1 TO SW 172 AVENUE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, both the City of Florida City and Miami-Dade County wish to facilitate a road improvement project along SW 344 Street from US-1 to SW 172 Avenue,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Joint Participation Agreement between Miami-Dade County and the City of Florida City, providing funding up to \$3,100,000.00 to the City of Florida City for eligible expenses incurred in the construction of these improvements, in substantially the form attached hereto and made part hereof; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman

Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Dennis C. Moss

Sen. Javier D. Souto

Juan C. Zapata

Daniella Levine Cava

Audrey M. Edmonson

Barbara J. Jordan

Rebeca Sosa

Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of September, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

**JOINT PARTICIPATION AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND THE CITY OF FLORIDA CITY
SW 344 STREET FROM US-1 TO SW 172 AVENUE**

This AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the CITY OF FLORIDA CITY, FLORIDA, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the "City", and MIAMI-DADE COUNTY, a political subdivision of the STATE OF FLORIDA, hereinafter referred to as the "County".

WITNESSETH

WHEREAS, both parties herein wish to facilitate the construction of a road improvement project in MIAMI-DADE COUNTY, hereinafter referred to as the "Project" described as follows:

The construction of a roadway improvement project along SW 344 Street from US-1 to SW 172 Avenue; and

WHEREAS, the County wishes to utilize the resources of the City to contract and construct the Project, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree:

RESPONSIBILITIES OF CITY:

- 1.1. **Design:** The City shall complete at its sole expense, the construction plans, technical specifications, special provisions, pay items and cost estimates for the Project in accordance with standard Florida Department of Transportation, County, and/or City, as applicable, design criteria, to the satisfaction of the County Department of Transportation and Public Works Director. The City's design consultant shall be made available to County at the City's expense solely to review shop drawings and perform required post-design services, limited to Project design.
- 1.2. **Permits and Approvals:** The City shall obtain all necessary permits, and utility adjustments; and coordinate the review of construction documents by utilities and permitting agencies. The City shall make all necessary adjustments as required for approval and/or permitting by those agencies. The City shall obtain all necessary permits, and utility adjustments for the Project in accordance with applicable state, federal and local laws and ordinances. The City shall not pay for any permits required by the Miami-Dade County Department of Transportation and Public Works.
- 1.3. **Right-of-Way:** The City shall acquire at its sole expense, any right-of-way that is required to complete the construction of the Project.
- 1.4. **Public Information and Involvement:** The City will implement a Public Involvement Plan (PIP) during the design and construction of the Project to provide information to property owners, tenants, and area residents, including

but not limited to: public meetings, Project documentation and flyers, business signs, directional parking signs, and schedules for major work to be performed in the area. Appropriate investigation of the Project stakeholders shall be used to develop the goals and objectives to implement the PIP. The City shall submit a copy of the PIP to the County Department of Transportation and Public Works Director for review and concurrence prior to its implementation.

Projects that exceed \$1,000,000.00 in construction costs shall comply with the process and guidelines for the preparation and implementation of PIPs as established by Miami-Dade County Implementing Order 10-13.

- 1.5. **Publicity**: By the acceptance of these funds, the City agrees that the Project elements funded by this Agreement shall recognize and adequately reference the County as a funding source. The City shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein. The City shall submit sample or mock up of such publicity or materials to the County for review and approval. The City shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source.

- 1.6. **Accounting**: The City shall at all times maintain separate accounting for the costs of the Project so those costs may be independently verified and audited by the County, at the request and cost of the County. The City agrees to permit the County auditors to inspect the books, records and accounts of the Project for three (3) years after completion of the Project. These records shall be made available to the County for inspection within ten (10) business days upon written receipt of a written request from the County.
- 1.7. **Construction**: The City shall procure the services of a licensed contractor holding an engineering contractor's license to construct the Project. The City may award the contract through any available lawful means, in accordance with Section 255.20, Florida Statutes, which in the City's discretion, affords the most competitive price for construction of the Project and which may include, but is not limited to, bid solicitation, request for proposals, the award of a change order on existing City contract(s), or the extension of unit-prices provided in connection with prior competitive bid awards. Notwithstanding any provision to the contrary, the City shall comply with all applicable County contract compliance and oversight measures relating to the expenditure of County funds, in accordance with Section 6 of this Agreement. Prior to the advertisement to solicit a licensed contractor to construct the Project, the City shall contact the County Department of Transportation and Public Works Capital Improvements Section and provide all necessary documentation to ensure this compliance.

The construction contract shall also contain a requirement that the contractor(s) provide a payment and performance bond at least in the amount and form required by state law naming the County and City as joint obligees or joint contracting public entities. The construction contract shall contain a contingency amount to address unforeseen conditions and owner required changes which shall not exceed ten percent (10%) of the base amount of the contract, unless otherwise approved in writing by designated representatives of the County and City. The commitment for the expenditures of any contingency funds shall not be made by the City without the prior written approval of the County Department of Transportation and Public Works Director. The County shall respond, in writing, within thirty (30) business days of receiving written requests from the City to approve the commitment of contingency funds.

Subsequent to the evaluation of bids or proposals by the City and the City's determination of the most advantageous bid or proposal, the City shall provide said evaluation to the County Department of Transportation and Public Works Director for review and approval. Final commitment of County funds for the Project shall occur upon approval of the contract award recommendation by the County Department of Transportation and Public Works Director. The County agrees that the selection, retention and discharge of such contractor shall be the responsibility of the City.

- 1.8. **Claims and Change Orders:** The City shall notify the County Department of Transportation and Public Works Director in writing when claims or change

orders arise. The City shall also invite the County to participate in negotiations of these claims and change orders. The County shall review and make a determination or approval of all change orders or supplemental agreements, permits, modifications of plans, or other requests for approvals submitted by the City.

1.9. Construction Administration and Inspection: The City shall exercise all responsibilities of the owner under the construction contract, including construction administration and inspections. The City may delegate this function to an authorized agent or Construction Engineering Inspection consultant. The County's inspector shall have an oversight role in the routine daily inspections. In the case of a disagreement over the interpretation of the plans, the County Department of Transportation and Public Works Director shall have final authority subsequent to an independent final inspection by the County. The City's designated representative and the County's designated representative shall jointly perform the inspection of the Project which immediately precedes substantial completion. The City shall certify upon completion that the Project has been constructed pursuant to the design plans, specifications and approved change orders. Final payment to the City and obligation of maintenance responsibility to the parties shall be subject to the final acceptance of the Project by the County Department of Transportation and Public Works Director.

1.10. Coordination with Miami-Dade County Public Schools: Due to potential safety, operational and bus transportation impacts, the City shall coordinate

with Miami-Dade County Public Schools staff to implement maintenance of traffic measures.

2. RESPONSIBILITIES OF COUNTY:

2.1. Funding Amount, Reimbursement of Project Costs: The construction cost estimate for the Project is \$5,073,744.26 (this amount includes ten percent (10%) contingency). The County agrees to provide funds up to \$3,100,000.00 for eligible costs, as defined herein, incurred by the City for the construction of the Project. The County shall disburse to the City funds for the Project in the manner set forth in Section 4. The County shall incur no liability for any costs in excess of said funding amount unless there has been a duly authorized increase approved by the Board of County Commissioners. The City shall not be obligated to commence work should the bid amount exceed the funding provided by the County. If the bid amount exceeds the funding amount, the City reserves its rights to reject all bids and re-bid the Project.

2.2. County Payments of Project Costs: The County funds provided for eligible costs as defined herein, incurred for the construction of the Project are specified below:

<u>Funding Amount</u>	<u>Funding Source</u>	<u>County Fiscal Year of Commitment</u>
\$3,100,000.00	Road Impact Fee District 6	2016-2017

2.3. Project Cost Adjustments: The amount contributed by the County is based on the current estimated costs of the Project. The parties recognize that adjustments to the above-referenced cost may be required in the future, and that at the option of the parties, amendments may be entered into to revise

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the funds available for the Project. Provided that there is no increase in the amount of County funds required as stated in Section 2.1, amendments may be executed by the City Mayor and the County Mayor or County Mayor's designee without the need for approval by the City Council and County Commission. Otherwise, further funding commitments shall be subject to the approvals of the parties' respective governing boards.

3. **ELIGIBLE COSTS:** The parties agree that only the below identified costs that may be incurred by the City that are directly related to the Project are eligible for reimbursement, provided adequate documentation accompanies the reimbursement request in the form of approved invoices, verified payment requests, documented journal entries, and/or check vouchers. For purposes of this Agreement, eligible costs are further defined as those pertaining to the construction of Project elements that are the standard items normally provided for by the County in County road improvement projects, and not the enhancement of standard items, or the incorporation of items which are in addition to those standard items. The County shall not be assumed to be liable to provide reimbursement for the design, construction or maintenance of such items that do not conform to this section of the Agreement. If enhancements to standard items are constructed in this Project, the City may request County reimbursement only to a maximum amount corresponding to that which would be expended in providing the normal standard version of that item for a project of the same scope. The parties further agree that eligible costs will not include fees for construction management, construction inspections, and project management.

4. **SCHEDULE AND MANNER OF REIMBURSEMENTS:** Upon execution of the Agreement, the City shall furnish the County with a copy of the estimated budget for the Project, and will similarly furnish the County with any and all revisions thereto. At the time of contract award for this Project, the City shall submit the Estimated Quarterly Construction Payout Schedule for the Project to the County Department of Transportation and Public Works Director. Quarterly disbursement of County funds to the City shall be based upon City invoices with certified copies of paid contractor invoices attached and shall not include any other charges. The quarterly submittal for invoices shall also include a certified copy of payment to Sub-Contracted firms.
5. **COMPLIANCE WITH LAWS:** The parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement and with all applicable laws relating to the Project. The parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
6. **BUSINESS PROGRAM COMPLIANCE AND OVERSIGHT:** Whenever County funds are used, the City agrees to comply with applicable County regulations, including but not limited to, the Small Business Enterprise Goods and Services Program, the Small Business Enterprise Architecture and Engineering Program, the Small Business Enterprise Construction Services Program, the Community Workforce Program (CWP), and the Responsible Wages and Benefits Ordinance (Ordinance No. 90-143). Specifically, the City agrees to abide by the applicable contract measure recommendation(s) established by the County's Internal Services Department (ISD), Small Business Development Division Project Worksheet for the

participation of specified business entities and/or trades and for CWP requirements, as administered by the County's ISD. ISD shall have the right to oversee and perform compliance monitoring, including but not limited to, the right to audit and to require reports and documentation related to the Code.

7. **PROJECT SIGNAGE**: The County shall furnish and install a Project sign in each direction of traffic indicating that this Project is being funded by Road Impact Fees, in coordination with the City, in proximity to the start/end of the Project limits. Should Maintenance of Traffic (MOT) signage be required as part of the work, the Project sign shall be placed an appropriate distance before the MOT signage range. The Project signs shall remain in place for the duration of the work or as directed by the Project engineer.

8. **INDEMNIFICATION**: To the extent authorized by Florida law, the City hereby agrees to indemnify, defend, save and hold harmless the County to the extent of all the limitations included with Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the City, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its sole negligence or breach of contract.

To the extent authorized by Florida law, the County hereby agrees to indemnify, defend, save and hold harmless the City to the extent of all the limitations included in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by the County, its agents or employees. It is specifically understood and

agreed that this indemnification clause does not cover or indemnify the City for its sole negligence or breach of contract.

In the event of breach or non-performance by the persons selected by the City to perform the work, the City shall, upon written request by the County, assign to the County any and all of its rights under the affected contract for purposes of the County's prosecution of claims, actions or causes of action resulting from such breach or non-performance unless the City, at its option, pursues such claims, actions or causes of action through arbitration, administrative proceeding or lawsuit. The City agrees to cooperate fully with the County in the prosecution of any such claim or action. Any damages recovered by the County which is attributable to an expenditure by the City shall be returned to the City by the County, within sixty (60) business days of receipt.

9. **DISPUTE RESOLUTION, APPLICABLE LAW:** The parties shall resolve any disputes, controversies or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act", Chapter 164, Florida Statutes, as amended. This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade, Florida. Each party will bear its own attorney's fees.

10. **ENTIRE AGREEMENT, AMENDMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the

parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms contained herein shall be effective unless set forth in writing in accordance with this section. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

11. JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties from the other.

12. SEVERANCE: In the event a portion of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be effective unless the City or County elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) business days after the finding by the court becomes final.

13. NOTICES: Any and all notices required to be given under this agreement shall be sent by first class mail, addressed as follows:

To the County:

Attention: Department of Transportation and Public Works
c/o Director
Miami-Dade County
701 NW 1 Court, Suite 1700
Miami, Florida 33136
(786) 469-5406

To the City:

Attention: Otis T. Wallace
Mayor, City of Florida City
404 West Palm Drive
Florida City, Florida 33034
(305) 247-8221

IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written,

ATTEST:
HARVEY RUVIN
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA,
BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: _____ BY: _____
Deputy Clerk County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency Bruce Zilber
County Attorney

ATTEST: CITY OF FLORIDA CITY, a municipal
corporation of the State of Florida

Jennifer A. Evelyn BY: Otis T. Wallace
City Clerk Mayor

(Affix City Seal)

Approved by City Attorney
as to form and legal sufficiency [Signature]
City Attorney

**CITY OF FLORIDA CITY
RESOLUTION NUMBER 16-19**

A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A JOINT PARTICIPATION AGREEMENT WITH MIAMI-DADE COUNTY IN THE AMOUNT OF \$3,100,000 FOR THE PALM DRIVE CANAL PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE ANY ADDITIONAL DOCUMENTS THAT ARE NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Florida City is currently working with developers on both sides of East Palm Drive in order to bring commercial developments to the area;

WHEREAS, East Palm Drive is currently a four (4) lane roadway divided by a canal and the developers have a concern about the traffic access and flow that is limited by the canal in the middle of East Palm Drive; and

WHEREAS, the City is proposing to culvert the existing canal at a cost of approximately \$6,300,000 in order to add additional traffic lanes that will provide better access to the properties on both sides of the road; and

WHEREAS, The City has requested financial assistance from the County for the cost of installing culverts and covering the Palm Drive Canal from US 1 to SW 172 Street and the County has agreed to allocate \$3,100,000 from Road Impact Fee funds and undertake an amendment to the current County Long Range Transportation Plan (LRTP) and the County Transportation Improvement Program; and

WHEREAS, To receive the funding from the County, the City must enter into a Joint Participation Agreement (JPA) with the County that will lay out the financial contribution requirements of the County and the City as well as some implementation requirements from the County; and

WHEREAS, it is in the City's best interest to enter into the JPA with the County; and

WHEREAS, the Mayor and Commission hereby find and determine that it is in the best interest of the City to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:

RESOLUTION NO:16-19

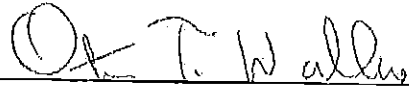
Section 1. That each of the above-stated recitals are hereby adopted and confirmed.

Section 2. That the Mayor is authorized to execute the Joint Participation Agreement and to execute any additional documents that are needed as part of the implementation process.

Section 3. That the Mayor and Executive Director of the Community Redevelopment Agency are hereby authorized to take any and all action that is necessary to implement the purposes of this Resolution.

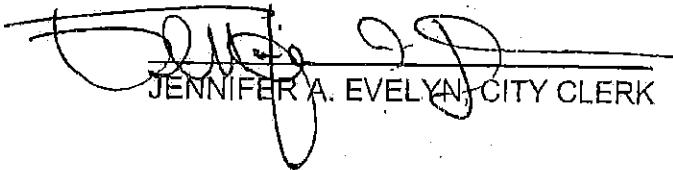
Section 4. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 12th day of APRIL*****, 2016.



OTIS T WALLACE, Mayor

ATTEST:


JENNIFER A. EVELYN, CITY CLERK

Approved as to form and legal sufficiency:


JEFF GAZEAU, CITY ATTORNEY

Offered by Mayor

Motion to adopt by Vice Mayor Butler seconded by Comm. Brown

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace	<u>Yes</u>
Vice Mayor Sharon Butler	<u>Yes</u>
Commissioner Eugene D. Berry	<u>Yes</u>
Commissioner Avis Brown	<u>Yes</u>
Commissioner R. S. Shiver	<u>Yes</u>