

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING

June 25, 2013

1:00 P.M.

Opa-locka Municipal Complex
780 Fisherman Street, 2nd Floor
Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Myra L. Taylor called the meeting to order at 1:10 p.m. on Tuesday, June 25, 2013 on the 2nd Floor of the Opa-locka Municipal Complex, 780 Fisherman Street, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Luis B. Santiago, Commissioner Timothy Holmes, and Mayor Myra L. Taylor. Also in attendance were: City Manager Kelvin L. Baker, Sr., City Attorney Joseph S. Geller, and Deputy Clerk Sha’mecca Lawson. Vice Mayor Joseph L. Kelley, Commissioner Dorothy Johnson, and City Clerk Joanna Flores were not in attendance.

3. INVOCATION:

The Invocation was delivered by Mayor Myra L. Taylor.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. RESOLUTIONS:

a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO APPROVE THE SETTLEMENT AGREEMENTS FOR ADAM BURDEN, GUITHELE RUIZ-NICOLAS, TARA LAZIER, LARRY RILEY, AND VINCENT ROBINSON IN THE MATTER OF BURDEN, ET AL V CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above resolution was read by title by Attorney Geller.

It was moved by Commissioner Holmes, seconded by Commissioner Santiago to pass the resolution.

Attorney Geller informed the City Commission that the city went to trial on the matter and won 15 of the 16 claims. The city did not prevail on Mr. Burden's claim for whistle blower. The jury awarded him \$156,750.00 in addition to attorney fees, however the city appealed that decision. Mr. Burden agreed to be paid \$121,000.00, which in his opinion is a good deal for now.

He further said Mrs. Ruiz-Nicholas is being paid \$2,500.00 to drop her appeal; Mr. Robinson will receive all his accrued time; and the city will assist Mr. Burden and Mr. Robinson in regaining their certification.

There being no further discussion, the motion passed by a 3-0 vote.

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| Commissioner Santiago | Yes |
| Vice Mayor Kelley | Not Present |
| Commissioner Holmes | Yes |
| Commissioner Johnson | Not Present |
| Mayor Taylor | Yes |

(b) A RESOLUTION OF THE CITY OF OPA-LOCKA, FLORIDA, TO APPROVE HIRING DR. EZEKIEL ORJI AS A CONSULTANT FOR A PERIOD OF 26 WEEKS, PURSUANT TO THE EXECUTION OF THE WAIVER AND RELEASE ("AGREEMENT") ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by C.M.*

The above resolution was read by title by Attorney Geller.

It was moved by Commissioner Holmes, seconded by Commissioner Santiago to pass the resolution.

Attorney Geller explained that Dr. Orji retired, but he will be hired as a consultant for the city to assist with the transition for a permanent Finance Director and the financing for a new city hall. As part of the agreement, Dr. Orji has agreed to waive any claims he may have against the city for putting him in a stressful environment.

There being no further discussion, the motion passed by a 3-0 vote.

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| Commissioner Santiago | Yes |
| Vice Mayor Kelley | Not Present |
| Commissioner Holmes | Yes |
| Commissioner Johnson | Not Present |
| Mayor Taylor | Yes |

(c) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO TERMINATE ANY FURTHER NEGOTIATIONS FOR THE PURCHASE OF THE TOWN CENTER, AT 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by T.H.*

The above resolution was read by title by Attorney Geller.

It was moved by Commissioner Holmes, seconded by Commissioner Santiago to pass the resolution.

Manager Baker said he was hoping to introduce an approved contract to purchase the Town Center building; however that is not the case. The only thing that has been approved is the purchase price. The attorneys for both parties have been going back and forth for several weeks with regards to the terms and conditions.

Commissioner Santiago said he would like to make an amendment to allow the City Manager 15 additional days to negotiate before moving out of the building.

Commissioner Holmes said you cannot make an amendment to items at a Special Commission meeting because the items were posted.

Commissioner Santiago said the city needs to be more flexible with Mr. Stackhouse.

He further said it's going to cost the city a lot of money to move. He wants to support the resolution, but it needs to be amended to allow an additional 15 days.

He asked the City Manager why the owner does not want to sign the agreement.

Manager Baker said a purchase price was agreed upon and that is normally the hardest part of the deal.

He said the hope was for the terms and conditions to go smoother than it has, but there's a lot of legal language and they have to be certain that the city is protected.

He further said he had a meeting with the owner of the building two weeks ago and for the most part it was a very productive meeting. He was very optimistic that the issues would have been resolved. He did impress upon the owner of the urgency of this nature.

Commissioner Holmes asked the City Attorney is it legal to make an amendment to the resolution to add an additional 15 days for negotiation.

Attorney Geller said the suggestion that was made is that the commission can make an attempt to request that something be added to the agenda at the Regular Commission Meeting tomorrow and it is certainly acceptable.

He further said he does not want to say that the amendment made by Commissioner Santiago is impossible, but Commissioner Holmes' point regarding what was noticed does make sense.

Commissioner Holmes recommended voting on the resolution as is and make a suggestion to bring it back as an amendment at the next Regular Commission Meeting.

Attorney Geller said that is the proper way to do it.

Commissioner Holmes said the city had to pay several individuals to assist with the negotiations and they tried to purchase the building, however with no understanding from the owner he would like to go after the owner for reimbursement.

Attorney Geller said if a final agreement was reached and the owner breached it then the city will be able to go after them for reimbursement; however that is not the case here.

He further said as much as they have negotiated they never had signatures for an agreement, they can't seem to get a deal.

Commissioner Holmes asked, how long has the city been negotiating to purchase the building?

Mayor Taylor said since July 2012.

She further said she reviewed the July 25, 2012 Commission meeting minutes where the city did not include lease payments in the new budget.

Attorney Geller said there are a number of issues, first being the seller does not want to agree with specific performance, meaning if he decides not to sell the building to the city they cannot go to court and force him to sell it. He wanted a deal where literally a day before the closing if he backed out all the city can get is the deposit back and none of the other expenses. The best offer the owner came back with at 6:00 p.m. last night is if the owner backed out of the deal they will pay the city \$50,000.00 when the cost might be twice that amount. The city has asked for time to investigate and the owner is only willing to allow 30 days. The city's professionals are saying they cannot get the job done in that time frame.

In addition the owner is requesting \$300,000.00 in deposits that the city may be putting at risk and he wants a clause that says if the city got held up for even a week because of financing they will forfeit that money. Finally, for the city to be able to purchase the building and pay the debt service they need to know that it is operating profitable now. He said he will give the city the lease and rent roll, but there has not been an agreement to allow city accountants time to review the backup to make sure all the tenants are paying their rent and the expenses are what they have said.

Commissioner Santiago said his question is does the owner want to sell the building because if he does not then the city needs to get out.

Mayor Taylor said the owner wants to sell the building, but on his terms.

She further said she does not necessarily want to move, but as the Mayor of the city she does not want to be shifted back and forth.

Attorney Geller said in addition to what he previously mentioned when the city finally got a written response from the owner at 6:00 p.m. last night, the owner's attorney said the owner is counting the parking spaces now. The city has been having challenges with getting the owner to agree to include parking.

Commissioner Holmes said when the city first decided to purchase the building he made it clear to have the parking included in the purchase price of \$10 Million Dollars.

Mayor Taylor said whenever you purchase a property there is a legal description. She asked was the parking lot included in the legal description?

Attorney Geller said the parking lot is not included in the legal description.

Manager Baker explained that the parking facilities surrounding the building are owned by different owners. There is a development agreement for each of the lots that link them to the building. The parking located in the front and on the side of the building are the only parking spaces included in the purchase price.

Elbert Waters appeared before the City Commission and stated that staff has been very diligent in trying to work with the seller of the building. The parking lot on the east of the building is currently owned by the seller and staff indicated that the parking lots on the east and west side of the building will have to be part of the transaction. The seller came back and offered to give the city a perpetual easement, meaning the city can continue to park there until such time as if a development were to take place then the city will have to find adequate parking space.

He further said staff indicated to the seller that the city is not in a position to purchase a property without having proper parking.

Commissioner Holmes said it would be in the city's best interest to move out of the building and use modulars in the interim.

Mayor Taylor asked Commissioner Santiago, what is the point of allowing staff an additional 15 days for negotiation?

Commissioner Santiago said he requested an additional 15 days for negotiation before he heard staff comments.

He further said he is no longer in favor of an additional 15 days for negotiation because it sounds like the owner is playing games.

Manager Baker said if the seller really wants to make the deal work, those items could have been worked out.

He further said the money that the city is paying monthly for the rental of the building are not budgeted and the agreement has always been that it will be rolled into the purchase of the building.

Attorney Geller said the city requested as part of the contract offer that the city receive some financial credit towards what is being paid monthly.

Mayor Taylor asked, what was the seller's answer?

Attorney Geller said the seller's answer was a flat "no".

Mayor Taylor said if the legislation passes today, the Commission still need to give the City Manager some directives as to the new plan.

There being no further discussion, the motion passed by a 3-0 vote.

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| Commissioner Holmes | Yes |
| Commissioner Johnson | Not Present |
| Commissioner Santiago | Yes |
| Vice Mayor Kelley | Not Present |
| Mayor Taylor | Yes |

Mayor Taylor asked the City Commission if they were prepared to hear a presentation by Related Urban.

Commissioner Holmes said he would like the presentation to be made on the following day at the Regular Commission Meeting when the full commission body is present.

Mayor Taylor said the City Commission needs to hear from Mr. Baker before August 2013 with regards to where the city stands with relocation of city offices.

Commissioner Holmes directed the City Manager to start inquiring on modulars.

6. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Holmes, seconded by Commissioner Santiago to adjourn the meeting at 1:45 p.m.



MAYOR

ATTEST:



CITY CLERK