

City of Opa-locka

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



Regular Commission Meeting Agenda

Wednesday, February 12, 2020

7:00 PM

City Commission

Mayor Matthew A. Pigatt

Vice Mayor Chris Davis

Commissioner Sherelean Bass

Commissioner Alvin Burke

Commissioner Joseph L. Kelley

Appointed Officials

City Manager John E. Pate

City Attorney Burnadette Norris-Weeks

City Clerk Joanna Flores, CMC

SPEAKING BEFORE THE CITY COMMISSION

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

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

DECORUM POLICY

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

NOTICE TO ALL LOBBYISTS

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

FLORIDA STATUTES, CHAPTER 285.0105:

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

CITY OF OPA-LOCKA

“The Great City”

AGENDA

REGULAR COMMISSION MEETING

February 12, 2020

7:00 P.M.

Sherbondy Village Auditorium

215 Perviz Avenue

Opa-locka, FL 33054

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Presentation by Commissioner Sherelean Bass

Employee of the Month Presentation

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Special Commission Meeting – January 15, 2020

Regular Commission Meeting – January 22, 2020

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

10. PUBLIC PRESENTATIONS:

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:

Items listed under the Consent Agenda are viewed to be routine and the recommendation will be enacted by one motion in the form listed below. If discussion is desired, the item(s) will be removed from the Consent Agenda and will be considered separately. All Consent Agenda Resolutions will be read by title.

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR THE INGRAM PARK FIELD RELIGHTING AND COMPLIANCE PROJECT TO COMPLY WITH MIAMI-DADE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO REPRESENT THE CITY OF OPA-LOCKA IN THE LITIGATION CASE(S) RAUL FERNANDEZ AND DJ OPPORTUNITIES, INC. VS MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA, FLORIDA AND LAKEVIEW APARTMENTS LLC AND L.L.C. LAKEVIEW APARTMENTS VS MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY FOR INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING SECTION 22-136(E) TO DELETE CERTAIN LANGUAGE REFERENCING TRANSIT ORIENTED CORRIDOR AS A SCRIVENER'S ERROR; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 8, 2020). *Sponsored by City Manager*

C. RESOLUTIONS:

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

20. OFFICIAL BOARD APPOINTMENTS:

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

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

**Community Relations, Recreation and Activities Board
2 Individual appointments (Mayor Pigatt and Vice Mayor Davis)**

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

21. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

A. Got a Concern? Commissioner Kelley invites you to **Walk in Wednesdays from 9:00 a.m. – 12:00 p.m., Opa-locka Municipal Complex, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. NO APPOINTMENT NEEDED!**

- B. Join Commissioner Joseph L. Kelley for Meet Me Monday featuring special guest John E. Pate, City Manager for the City of Opa-locka, **February 10, 2020** @ 6:00 p.m., Mt. Pleasant Church, 15000 NW 27th Avenue, Opa-locka, Florida.
- C. City of Opa-locka Senior Citizens Valentine's Day Gala, Friday, **February 14, 2020** @ 7:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Sherelean Bass in collaboration with the Parks & Recreation Department*
- D. City of Opa-locka Workshop to discuss Roads, Streets, Water and Sewer Infrastructure Planning, Wednesday, **February 19, 2020** @ 6:00 p.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.
- E. City of Opa-locka Mayor and Commission Food Distribution, Friday, **February 21, 2020** at 10:00 a.m., Sherbondy Park, 215 Perviz Avenue, Opa-locka, Florida. *Hosted by Commissioner Joseph L. Kelley and Commissioner Alvin E. Burke*
- F. City of Opa-locka Seniors Fishing at South Bay, Tuesday, **February 25, 2020** from 8:30 a.m. – 3:30 p.m. Seating is limited, please RSVP today by calling 786.393.9175. *Hosted by Commissioner Joseph L. Kelley*
- G. City of Opa-locka and Farm Share will be having a Food Distribution on Wednesday, **March 4, 2020** from 10:00 a.m. – 1:00 p.m., Sherbondy Pavilion, 777 Sharazad Boulevard, Opa-locka, Florida. Items to be distributed on a first come first served basis, while supplies last. *Hosted by Commissioner Joseph L. Kelley and Commissioner Alvin E. Burke*

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

SPECIAL COMMISSION MEETING

Wednesday, January 15, 2020

5:30 P.M.

Sherbondy Village Auditorium

215 Perviz Avenue

Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Matthew Pigatt called the meeting to order at 5:30 p.m. on Wednesday, January 15, 2020 in the Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Mayor Matthew Pigatt, Vice Mayor Chris Davis, Commissioner Sherelean Bass, and Commissioner Alvin Burke. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores. Commissioner Joseph L. Kelley was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT: Agenda Items Only

Marc Cooper, 6801 SW 75th Terrace, Miami, FL 33143, thanked the commission for the opportunity to speak and went on to say that the tenants for his property under the public hearing item has obtained all licenses and permits necessary to operate in the City. They came up with a timeline to correct all other issues at the business and want to come into compliance.

Attorney Michael Pizzi, 6625 Miami Lakes Drive, Miami Lakes, FL, said he is representing NFL Recycling who has been operating lawfully and legally in the City since 2014. They applied for licenses, paid all the fees and have been operating for years. While they are agreeable to do everything the City is asking, they did not agree to comply within sixty (60) days nor are they agreeing to building a closed in facility as this will cost too much money. He asked the commission to approve the public hearing item.

6. RESOLUTIONS:

a) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-

LOCKA, APPROVING A SETTLEMENT AGREEMENT IN THE CASE OF JOSEPH BARTON AND JAIDEN CONTRERAS VS. CITY OF OPA-LOCKA, ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE CERTAIN ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager Deffered from 01/08/2020 Regular Commission Meeting*

The above resolution was read by Attorney Norris-Weeks.

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

Mayor Pigatt said he is uncomfortable with the item and asked the manager what is being put in place to ensure this does not happen again.

City Manager Pate said Commissioner Kelley is bringing forth legislation to review all properties in the City to ensure they meet all standards.

City Attorney Norris-Weeks said the City is holding no liability with the item.

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

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

7. PLANNING & ZONING:

A. PUBLIC HEARING:

- 1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF A REQUEST FROM NFL RECYCLING CORP. (C/O NELSON FUENTES LARA) AND 25th AVENUE WAREHOUSE LLC (C/O MARIANELA SANDIGO) TO GRANDFATHER, AS A NON-CONFORMING USE, A SCRAP METAL YARD/OUTDOOR RECYCLING OPERATION AT 14569 NW 25th AVENUE, OPA-LOCKA, FLORIDA, 33054; IDENTIFIED BY FOLIO 08-2122-002-0430 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager Deffered from 01/08/2020 Regular Commission Meeting***

The above resolution was read by Attorney Norris-Weeks.

It was moved by Commissioner Burke, seconded by Commissioner Kelley for discussion.

Mayor Pigatt opened the floor for a public hearing.

Attorney Michael Pizzi, 6625 Miami Lakes Drive, Miami Lakes, FL, said the company has complied with everything City staff has asked them to do thus far. The company has agreed to

completing what is being asked, but there is a twenty third condition that is not feasible for the company; it is impossible. The City will cause people to be out of jobs if this is not approved.

There being no further persons to speak on the public hearing, the public hearing was closed.

Commissioner Burke said the enclosure of the business was not included in the original paperwork. DERM has a moratorium for new construction in the area. He said this is setting the business owners up for failure.

Vice Mayor Davis asked staff to provide a response as to why the twenty third condition was added at the last minute.

Planning and Community Development Director Gregory Gay said recycling is allowed in a wholly enclosed area in the I-2 zoning district. There are two other operations that have a scrap metal business in the area and they are grandfathered in because the businesses predate the current ordinance. They looked at the conditions and came to the conclusion that if the business was enclosed, they would be conformed and would not need grandfathering. He said they are making it as easy as possible for the business to come into compliance.

Commissioner Burke said it is unfair to put the additional condition in place when the business will not be able to comply.

Commissioner Kelley asked why the addition was included at this time when it was not included at the last meeting.

City Manager Pate said staff had not informed him about the additional item and he is requesting that it be removed at this time.

Commissioner Kelley said he does not like how the item is being handled and will not support it with the twenty third item. He said he is disappointed with this.

A motion was made to amend the resolution to remove the twenty third item under Section 3-2.

It was moved by Commissioner Burke, seconded by Vice Mayor Davis to pass the amendment.

Mayor Pigatt said he is concerned that staff has stated that this is an unlawful business that is operating in the City. Staff has provided for the business to come before the commission as a conforming business and to remove one of the stipulations of doing this is being amended. He suggested that time be given for the business to come into compliance. He does not support the amendment.

Commissioner Bass asked if a meeting can be held with the company to come to a resolve.

Mr. Pizzi said one year ago Mr. Gay sent a memo recommending that the business be allowed to operate lawfully and not impose the new zoning regulations.

Mr. Gay said the memo is accurate based on the time it was written. They had not had the time to research and determine the permits that were denied in 2013. Also Miami Dade County property appraisers office has aerial photos that show the site had changed over the years. It was determined that the site did not start until after the new code was put in place.

Mr. Pizzi said it would be impossible to comply with condition twenty three. Even if it is deleted with this amendment, he is requesting additional time to come into compliance with the other conditions.

Mr. Cooper asked the commission to do the right thing with this item so it does not come up again in the future.

Commissioner Kelley asked the attorney to draft legislation speaking to the fact that people come before the commission and forward one copy of a document for the commission to quickly scan and make a decision right then and there. If it is not given to staff in advance, then the commission should take a ten minute recess to go over the information. If he needs to deliberate, he needs to see everything without scanning and making a decision.

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

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

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

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

6. ADJOURNMENT:

There being no further business to come before the Commission, it was moved by Commissioner Burke, seconded by Commissioner Kelley to adjourn the meeting at 6:16 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

REGULAR COMMISSION MEETING

WEDNESDAY, January 22, 2020

7:00 P.M.

Sherbondy Village Auditorium

215 Perviz Avenue

Opa-locka, FL 33054

1. CALL TO ORDER:

Mayor Matthew Pigatt called the meeting to order at 7:00 p.m. on Wednesday, January 22, 2020 at the Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Mayor Matthew A. Pigatt, Vice Mayor Chris Davis, Commissioner Sherelean Bass and Commissioner Joseph L. Kelley. Also in attendance were: Assistant City Manager George Ellis, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores. Commissioner Alvin Burke was not in attendance.

3. INVOCATION:

The invocation was delivered by Commissioner Joseph L. Kelley.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

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

7. APPROVAL OF AGENDA:

It was moved by Vice Mayor Davis, seconded by Commissioner Kelley to approve the agenda, consent agenda and pull list.

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

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – January 8, 2020

It was moved by Commissioner Bass, seconded by Vice Mayor Davis to approve the minutes from the Regular Commission Meeting of January 8, 2020.

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

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

Larry Gardner, Commissioner Barbara Jordan's Office, District I, reported that the Mom and Pop grants are available from January 15 – 30, 2020. Applications can be turned in from February 3 – 7, 2020.

Commissioner Bass thanked Mr. Gardner for attending the MLK Walk on Saturday on behalf of District I.

Commissioner Kelley also thanked Mr. Gardner for representing District I and attending the MLK Walk.

Mayor Pigatt thanked the district for working on the roads on 151st Street and on 37th Avenue.

City Clerk Flores stated that Mr. Edgar Wright from the U.S. Census Bureau deferred the public presentation until the next Regular Commission Meeting.

Mayor Pigatt informed the public that Congresswoman Frederica Wilson will be holding a census job fair on January 23, 2020 at the North Dade Regional Library in the auditorium from 2:00 p.m. – 5:00 p.m.

10. PUBLIC PRESENTATION:

- 1. Edgar V. Wright, Partnership Specialist**
U.S. Census Bureau
Ref: 2020 Census – Establishing a Complete Count Committee

11. CITIZENS' INPUT:

12. ACTION ITEMS:

13. CONSENT AGENDA:

13-1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REQUIRING THE CITY MANAGER TO CONDUCT A YEARLY INSPECTION OF ALL NON-RESIDENTIAL CITY PROPERTIES TO DETERMINE

WHETHER EACH PROPERTY IS OPERATING IN COMPLIANCE WITH THE APPLICABLE LAND USE DESIGNATION; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by Commissioner Kelley

The above resolution was read by Attorney Norris-Weeks.

It was moved by Vice Mayor Davis, seconded by Commissioner Bass to pass the resolution.

The motion passed by a 4-0 vote.

Commissioner Burke	Not Present
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARING:

A. FIRST READING ORDINANCE(S):

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

C. RESOLUTIONS/PUBLIC HEARINGS:

17. CITY MANAGER'S REPORT:

Assistant City Manager Ellis said the manager will be working on a strategic plan for the City and will be meeting with each of the commission. This will include the role and procedures for the commission, inner structural priorities by location and streets, water and sewer priorities, and his priorities for the next year. These meetings will take place within the next ninety days. He stated that the manager asked that the vice president of The Millenia Housing Group for Cordoba Courts Apartments be allowed to speak on behalf of the property.

David Beals, Executive Vice President for The Millenia Housing Group, said he has a written report that he is providing to the City tonight addressing the issues at Cordoba Courts. They are aware of the mold and rodent issues and are spending funds and resources to give the people at Cordoba Courts a better lifestyle. He said he is new to the company, but wants to work with each of the commission to correct all of the issues at the complex.

Commissioner Bass thanked Mr. Beals for working to correct all of the issues at Cordoba Courts.

Vice Mayor Davis said he has been working with the complex for years and is excited to see movement. He looks forward to working with Mr. Beals in the future.

Commissioner Kelley welcomed Mr. Beals and stated that promises have been made in the past and he hopes all of the issues will be corrected.

Mayor Pigatt commended the president and the vice president for coming down and speaking on behalf of Cordoba Courts and he looks forward to the changes in the future.

18. OFFICIAL BOARD REPORTS:

19. MAYOR/COMMISSION REPORT:

Commissioner Bass announced the Valentine's Day Gala that will be held for seniors fifty five (55) years and older.

Vice Mayor Davis asked that all of the seniors living facilities be given notice of the event.

Commissioner Kelley thanked everyone who attended the MLK Walk that honored the late Dr. Martin Luther King, Jr., and his mother, the late Mrs. Ollie B. Kelley who founded the walk. He said the seniors fishing trip is forth coming and will be announced at a later date.

Mayor Pigatt announced that the State of the City Address will be held on Friday, January 24, 2020 at 6:30 p.m.; he invited the public to attend.

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

There being no further business to come before the commission, it was moved by Commissioner Kelley, seconded by Vice Mayor Davis to adjourn the meeting at 7:22 p.m.

MAYOR

ATTEST:

CITY CLERK

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS ("RFP") FOR THE INGRAM PARK FIELD RELIGHTING AND COMPLIANCE PROJECT TO COMPLY WITH MIAMI DADE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING REQUIREMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the field lighting system at Ingram Park was destroyed by hurricane Irma; and

WHEREAS, the City Commission has determined that it is necessary for the City of Opa-locka ("City") to replace and upgrade the field lighting system at Ingram Park ("Project"); and

WHEREAS, the City was approved for \$179,334.65 in funding by the Miami-Dade County Board of County Commission on July 23, 2019 for the FY 2019 Action Plan and Reallocation Funding Recommendations, for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), HOME Community Housing Development Organization (HOME CHDO), HOME Program Income, Emergency Solutions Grant, and Housing Development Grant (HODAG) Program Income programs; and

WHEREAS, the Project, in whole or in part, will be assisted through the Miami-Dade Public Housing and Community Development with Federal funding from the Community Development Block Grant; and

WHEREAS, the manufacturer / contractor must comply with Presidential Executive Order 11246, as amended; Executive Order 11375; Title VII of the Civil Rights Act of 1964, as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance; and

WHEREAS, the City desires to contract with a fully Florida licensed and certified manufacturer / contractor that possesses sufficient financial support, equipment, organization and governmental compliance experience to insure that it can satisfactorily perform lighting replacement and upgrade services for the City as well as comply with required federal, state and local laws, rules and regulations; and

WHEREAS, the City seeks a Contractor with experience to specifically perform the scope of services set forth in the Request for Proposals (RFP), attached hereto as Exhibit "A" hereto; and

WHEREAS, the City has determined that issuance of an RFP is in the best interest of the City and its residents.

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. Approval of Issuance of RFP for Ingram Park Relighting and Compliance Project. The City Commission of the City of Opa-locka hereby approves the issuance of a Request for Proposals (RFP) for lighting replacement and upgrade services at Ingram Park, as set forth in Exhibit "A" attached hereto.

Section 3. Effective Date.
This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka.

PASSED and ADOPTED this ____ day of _____ 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)

EXHIBIT "A"
REQUEST FOR PROPOSAL (RFP)
Ingram Park Relighting and Compliance Project



City of Opa-Locka Agenda Cover Memo

Department Director:	Airia Austin	Department Director Signature:		
Finance Director:		FD Signature:		
City Manager:	John E. Pate	CM Signature:		
Commission Meeting Date:	02/12/2020	Item Type:	Resolution	Ordinance
		(Enter X in box)	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# :	(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#:	RFP #	
Strategic Plan Related (Enter X in box)	Yes No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X	Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		
Sponsor Name	City Manager	Department:	City Manager	

Short Title:

Request for Proposals (RFP) for Ingram Park Relighting Project

Staff Summary:

This item is to initiate the Request for Proposals (RFP) for Ingram Park Field Relighting and Compliance Project to comply with Miami Dade County requirements for Community Development Block Grant (CDBG) funding availability of \$179,334.65.

Proposed Action:

Staff recommends approval of the item to prevent the City from losing this grant opportunity

Attachment:

1. Agenda
2. RFP Draft Document
3. FY 2019 Action Plan and Reallocation Funding Recommendation Letter



Public Housing and Community Development

701 NW 1st Court, 16th Floor
Miami, FL 33136-3914
T 786-469-4100 • F 786-469-4199

miamidade.gov

August 2, 2019

Honorable Matthew Pigatt
Mayor
City of Opa-Locka
780 Fisherman Street
Opa-Locka, FL 33054

RE: FY 2019 Action Plan and Reallocation Funding Recommendations

Dear Mayor Pigatt:

Congratulations! Miami-Dade Public Housing and Community Development (PHCD) has recommended the following activity for your agency for funding which was approved by the Board of County Commissioners (Board) on Tuesday, July 23, 2019 for the FY 2019 Action Plan and Reallocation Funding Recommendations, for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), HOME Community Housing Development Organization (HOME CHDO), HOME Program Income, Emergency Solutions Grant (ESG), and Housing Development Grant (HODAG) Program Income programs:

Activity Title:	Ingram Park Lighting Project
Category:	Public Facilities & Capital Improvements
Source:	CDBG
Approved Amount:	\$179,334.65

Please be advised that prior to any expenditure of CDBG or HOME funds, PHCD must issue an environmental clearance by the United States Department of Housing and Urban Development (U.S. HUD) to your agency. To initiate the process, please complete the attached Environmental Review form (ER) and bring it with you to the workshop. Also, please find sample scope and budget, which is a guide to assist you in completing your scope and budget.

Additionally, you are required to attend a mandatory contract development workshop, on **Thursday, August 15, 2019 at 1:00 P.M.**, as outlined in the attached notice. At that time, your Project Manager will be introduced to you. Please RSVP to Ms. Paul-Andre at mandre@miamidade.gov to confirm your attendance.

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If you have any questions, please contact Clarence Brown at 786-469-2258.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Liu", with a long horizontal flourish extending to the right.

Michael Liu
Director

Enclosures

c: Clarence Brown, Division Director, PHCD
Tangie White, Manager, PHCD

CITY OF OPA-LOCKA



RFP NO: 20-xxxxx

REQUEST FOR PROPOSAL

INGRAM PARK

FIELD RELIGHTING AND COMPLIANCE

City Of Opa-Locka 780 Fisherman Street, Opa-Locka, FL 33054

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CITY OF OPA-LOCKA
ADVERTISEMENT FOR REQUEST FOR PROPOSALS

RFP NO: 20-xxxxxx

INGRAM PARK
RELIGHTING AND COMPLIANCE

The City of Opa-Locka is soliciting proposals to replace and upgrade the lighting system that was destroyed by hurricane Irma at Ingram Park.

This project, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding from Community Development Block Grant and as such bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance.

The bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin.

This project is also a Section 3 covered activity. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low income persons or business owners who live in the project's area.

Proposals will be received by the City of Opa-locka at:

Office of the City Clerk, 780 Fisherman, 4th Floor, Opa-locka, Florida 33054.

The Proposals (Bids) are due on XXX, XXX XX, 2020 by 1:00 p.m. Any proposals (bids) received after the designated closing time will be returned unopened.

An original and six (6) copies a total of seven (7) plus 1 copy of the proposal on CD's in PDF format shall be submitted all in sealed envelopes/packages addressed to Joanna Flores, CMC, City Clerk, City of Opa-locka, Florida, and marked:

INGRAM PARK RELIGHTING AND COMPLIANCE

Bidders desiring information for use in preparing proposals may obtain a set of such documents from the Clerk's Office, 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054, Telephone (305) 953-2800 or copies of the RFP NO: 20-XXX requirements may also be obtained by visiting the City's website at www.opalockafl.gov (click "RFP/PROPOSALS" located on the right hand side of the screen and follow the instructions).

The City will award the Contract to the lowest, responsive, and best responsible bidder. The City reserves the right to award the Contract deemed to be in the best interest of the City, waive any informality in any proposal or reject any and all proposals. Pricing will be weighed heavily on selecting the bidder, but will not be the sole defining factor. Innovative design as well as local job creation will be seriously considered. The City further reserves the right to award the contract to that bidder whose proposal best complies with the RFP NO: 20-XXX requirements. Bidders may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory Pre-Bid meeting will be held on XXX, XXX, 20XX at 10:30 am at 780 Fisherman Street, Ste. 315, Opa-locka, FL 33054.

Joanna Flores, CMC,
City Clerk

1 - GENERAL

1.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the lighting system performance and design standards for The City of Opa-Locka for the Ingram Park –Multipurpose Field – Basketball Courts and Tennis Courts using an LED lighting source. The manufacturer / contractor shall supply the lighting systems to meet or exceed the standards set forth in these specifications. Existing poles shall be reused.
- C. The sports lighting system(s) will be for the following venue(s):
 - 1. Multipurpose Field
 - 2. Basketball Courts
 - 3. Tennis Courts
- D. The primary goals of this lighting project are:
 - 1. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Light levels are guaranteed to not drop below specified target values for entire warranty period.
 - 2. Environmental Light Control: Minimize spill light to adjoining properties and glare to the players, spectators and neighbors.
 - 3. Life-cycle Cost: To reduce operating costs, the preferred lighting system shall be energy efficient and cost effective to operate. System energy consumption is to be maintained over the life of the system and will not increase as the system ages.
 - 4. Control and Monitoring: To reduce system and labor costs and allow for optimal operational flexibility of the lighting system, the customer requires a wireless control system. The system shall be capable of on/off/dimming and individual light control to reduce energy consumption. The system shall be accessible via Wi-Fi, cellular and/or LAN connectivity and permit multiple user on site/remote control and scheduling/health monitoring to detect and monitor system usage and outages.

1.2 LIGHTING PERFORMANCE

- A. Illumination Levels and Design Factors: Playing surfaces shall be lit to an average target illumination level and uniformity as specified in the chart below. Lighting calculations shall be developed, and field measurements taken on the grid spacing with the minimum number of grid points specified herein.
- B. Average illumination level shall be measured in accordance with the latest IESNA Sports and Recreational Area Lighting requirements.
- C. Illumination levels shall not drop below desired target values in accordance with latest IESNA Sports and Recreational Area Lighting - Maintained Average Illumination standards and shall be guaranteed for the full warranty period as specified herein.

Area of Lighting	Average Target Illumination Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Infield	50fc	2:1	25	30' x 30'
Baseball Outfield	30fc	2.5:1	88	30' x 30'
Softball Infield	50fc	2:1	25	20' x 20'
Softball Outfield	30fc	2.5:1	92	20' x 20'
Multi-purpose Field	30fc	2.5:1	84	30' x 30'
Soccer Field	30fc	2.5:1	84	30' x 30'
Bleachers	5fc	10:1	118	10' x 10'
Football Field	50fc	2:1	72	30' x 30'
Track	20fc	4:1	46	20' x 20'

- D. Hours of usage: Designs shall be based on the following hours of usage:

Area of Lighting	Annual Usage Hours	10 Year Usage Hours
All Fields/Zones	400	4,000

- E. Mounting Heights and Locations: To ensure proper aiming angles for reduced glare and to provide better playability, minimum mounting heights shall be as described below. Higher mounting heights may be required based on photometric report to ensure the top of the field angle is a minimum of 10 degrees below horizontal.

# of Poles	Pole Designation	Pole Height
9	P1-P9	70'

1.3 ENVIRONMENTAL LIGHT CONTROL

- A. Light Control for Luminaires: All luminaires shall utilize optics designed to minimize glare and spill light while maintaining quality light above the poles for aerial play.
- B. Spill Control: To minimize impact on adjacent properties, maximum horizontal spill shall not exceed 0.5fc 150' from the edge of the fields. No fixture mounted anywhere on the poles shall be aimed above the horizon. No up lighting will be permitted.
- C. Photometric Report: A photometric report that shows aiming points of each luminaire shall be provided to demonstrate the capability of achieving the specified performance.

2 - SPORTS LIGHTING SYSTEM DESIGN AND CONSTRUCTION

2.1 ACCEPTABLE MANUFACTURERS

- A. All components shall be designed and manufactured as a system. Luminaires, control and integral driver system shall be provided from the below approved manufacturer. All substitutions must provide a complete submittal package for approval 10 days prior to bid. Any manufacturer considered for substitution must have a minimum of 5 years' experience in LED sports lighting.
1. Eaton Ephesus Sports Lighting
- B. General description: The entire sports lighting system (poles, crossarms, wiring and fixtures) must be supplied by a single entity that underwrites the warranty. The complete lighting system shall consist of the listed equipment as follows:
1. Concrete encased, hot-dip galvanized steel poles.
 2. LED luminaires: complete, integral unit, factory assembled and vacuum sealed.
 3. Crossarms: factory pre-wired and assembled, hot-dip galvanized steel.
 4. Controls: wireless control system with NEMA 4X rated enclosure.
 5. All wiring from the load side of the breaker to the luminaire.
 6. Aiming method for alignment and realignment of fixtures.

2.2 FOUNDATIONS

- A. The pole foundations shall be designed for allowable stresses in accordance with latest AASHTO standards. Foundation must be designed by Structural Engineer licensed in the State of Florida. Installation and structure shall be based on wind speed criteria of these specifications.
- B. Concrete material for concrete foundations – all concrete shall have minimum compressive strength of 3000 psi at 28 days. Concrete shall have maximum water/cement ratio of 0.5. Foundation installation shall be in accordance with the latest edition of ACI 336, Standard Specifications for the Construction of Drilled Piers.
- C. Foundation strength – any concrete portions of the pole in which steel components that provide tension strength are contained, shall be allowed to harden for a minimum of 28 days before stress loads of pole attachment are applied.
- D. Provide steel caissons where required to hold back collapse of augured hole and concrete backfill as recommended by the foundation design engineer.
- E. Include excavation and removal of materials other than normal soils such as rock, caliche, etc.

2.3 POLE STRUCTURE

- A. The poles shall be designed for allowable stresses in accordance with latest AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- B. The pole structure shall consist of a modular pole assembly. This shall consist of no more than two shaft components. No single component shall weigh over 1500 pounds to allow handling by light duty equipment in order to minimize damage to site.
- C. Embedment shaft section shall be a single piece round tapered shaft section. The taper rate and material cross section properties shall match the adjoining section.

The lower shaft section shall be embedded below grade encased in concrete a minimum distance of 10% of the free-standing height of the structure plus 2' or as recommended by engineer.

The shaft section shall be galvanized in accordance with ASTM A123 specifications. The entire embedded shaft portion shall also be externally coated with Corrocote II epoxy coating or coal tar epoxy up to 6" above the ground line. Concrete stub pole sections are not acceptable due to excessive weight.
- D. Each section of pole shaft material shall be of single-ply material and be made from a single sheet of steel with no circumferential welded splices. The pole shafts cross-section shall be round. The pole shaft sections shall be high-strength steel meeting the requirements of ASTM A570 GR65 (65 ksi yield) and/or ASTM A595 GR55 (55 ksi yield).

- E. Pole shaft sections shall be hot dip galvanized in accordance with the requirements of ASTM A123 specifications. Each shaft assembly must be completely coated, inside and out, in a single dip. Double dipping will not be permitted in compliance to USGA (United States Galvanizing Association) recommended practices and procedures to prevent acid entrapment. All miscellaneous connecting hardware shall be galvanized in accordance with ASTM A153 specifications.
- F. The structure shall be designed for the combined effective projected area (EPA) and weight of all applicable accessories (i.e. luminaires, crossarms, and other components such as speakers/mounting brackets). Concrete poles or pole sections are not acceptable due to excessive weight and mobilization costs.
- G. Wind loads – structure shall be based on the latest specifications of AASHTO and designed to withstand wind speeds of 180 mph.

2.4 CROSSARM ASSEMBLY

- A. All crossarms shall be factory pre-wired and assembled.
- B. All crossarms shall be hot dip galvanized in accordance with the requirements of ASTM A123 specifications
- C. All wiring/connections should be factory assembled from the fixture mounting location to the base of the pole.
- D. Strain relief device(s) must be factory installed in pre-wired crossarm assembly to ensure no weight or tension is placed on electrical connections.
- E. All factory pre-wiring must be done in a manner that requires no electrical connections inside the pole or crossarm assembly to be made in the field.

2.5 SPORTS LIGHTING SYSTEM

- A. Product Requirements: Ephesus model ALL FIELD 750 WATT SPORTS FIXTURE or approved equal.
-Remote drivers will not be approved. Drivers must be less than 8" from fixture.
- B. LUMINAIRE: The luminaires must be an integral unit with maximum distance of 8 inches between power supply, driver, and LEDs to minimize power loss and EMI (electromagnetic interference).
- C. Entire fixture must be factory assembled and vacuum sealed and shall meet the following specifications:
 - 1. General:
 - a. UL Certified for wet locations
 - b. Operating temperature range rating between -40°C and +55°C
 - c. Certified to UL 844 and ANSI C136.31, 3G vibration requirements
 - d. IP Rating: IP66

- e. Efficacy of ≥ 110 lumens/watt
 - f. Correlated Color Temperature (CCT) of 5700K
 - g. CRI of ≥ 70
 - h. L70 lumen depreciation rating: $>100,000$ hours certified
 - i. Weigh ≤ 50 lbs, including power supply, shade, bracket, and RF system
 - j. Effective projected area (EPA) ≤ 1.4 ft²
 - k. Luminaires must be listed on the QPL of Design Lights Consortium® to ensure minimum quality and energy-efficiency standards are met for qualification in energy efficiency programs.
2. Integrated and Thermally Isolated Power Supply:
- a. Wide input range of 120VAC to 240VAC or 277VAC to 480VAC
 - b. Power factor: >0.98 @ 277VAC and >0.97 @ 480VAC
 - c. THD (Total Harmonic Distortion) $\leq 17\%$
 - d. Pulse width modulation greater than 18 KHz with a flicker index rating <0.06
 - e. Thermal sensors to monitor temperature readings of critical components, and self-protect when conditions exceeded, and report conditions wirelessly to remote site
 - f. Ultra-low standby power draw of $\leq 1\%$
 - g. No remote driver solutions are permitted because of parasitic power consumption and high installation costs.
3. Optics and Lensing:
- a. Luminaire shall include custom lensing injection molded from optical grade, impact resistant lens with a UV additive to provide for long-term sunlight exposure.
 - b. Luminaire lensing shall be TIR (Total Internal Reflection) based Internal optic control and external visors to minimize glare on the playing surface.
4. Integrated Sensors:
- a. Pressure
 - b. Humidity
 - c. Integrated accelerator for aiming, commissioning, and feedback on light positioning.
5. Construction
- a. Luminaire shall be round in design and constructed as a single pressure cavity vessel system
 - b. Enclosure shall include a breathable vent for pressure fluctuation reduction and increased seal life
 - c. Aluminum shall be chromate conversion coated and then two-stage architectural grade powder- coated for long term resistance to corrosion and UV exposure
 - d. Luminaire shall include separate control cards to current balance each LED array into no less than 5 strings for effective lifetime management.

2.6 CONTROL SYSTEM

- A. The control and monitoring system shall provide instant on/off/dimming capabilities. and must meet the following specifications: (no exceptions will be made)
1. Wireless control
 2. Dimming to 1%
 3. Individual light control to reduce energy consumption
 4. Schedule/control system via Wi-Fi, LAN and/or cellular connectivity for remote operation
 5. Store up to 25 pre-programmed scenes for manual on site operation
 6. Capable of dynamic entertainment scenes (i.e. lights flashing, pinwheel, etc)
 7. IOS and Android compatible wireless control for multiple users
 8. Remote health monitoring and diagnostics, email alerts and notifications to detect outages
 9. Allow multiple user accounts with ability to assign various system permission levels
 10. Ability to schedule weekly and daily recurring events at fixed times
 11. Capable of in-field firmware/software upgrades
 12. Onsite and/or remote commissioning
 13. Reporting and dashboards for:
 - a. Life time run hours
 - b. Life time power consumption
 - c. Power supply temp
 - d. Peak power supply temp
 - e. Average and peak current
 - f. Input Voltage
 - g. Peak Input Voltage
 - h. Average Power
 - i. Life time watt-hours
- B. Control enclosure to be NEMA 4X molded fiberglass reinforced polyester with internal gasket and stainless steel, quick release latches with ability to padlock for security purposes. Input Power: 120 VAC +/-25%, 8W max, 5.5w typical
1. Interior Components
 - a. Synapse SS450 On-site Controller & Antenna
 - b. 5-button switch programmed for fixed dim levels applied to All lights (0%, 25%, 50%, 75%, 100%)
 - c. User-configurable in future software release
 - d. Includes surge protection device

- e. Meets ANSI C136.2 Extreme Level 20kV/10kA and IEEE C62.41.2 Location Category C High Exposure Radio : 2.4 GHz 802.15.4 +20dBm transmit power-103 dBm receive sensitivityWiFi : 2.4 Ghz 802.11

- C. Controller shall be protected against memory loss during power outages. If power failure to the controller occurs during use, lights shall fail on to 100%. Once power is restored controller shall resume normal event schedule.

2.7 SAFETY

- A. All system components shall be UL listed for the appropriate application.

2.8 ELECTRICAL

- A. The electrical power requirements for the sports lighting system shall meet the following specifications:
 - 1. Electrical Service: 277 to 480V or 120 to 240V
 - 2. Energy Consumption: The total system kW consumption shall be 52292 kW or less. System energy consumption will not increase as the system ages.

3 - EXECUTION

3.1 SOIL QUALITY CONTROL

It shall be the contractor's responsibility to notify the owner if soil conditions exist other than those on which the foundation design is based, or if the soil cannot be readily excavated. Contractor may issue a change order request/estimate for the Owner's approval/payment for additional costs associated with:

- 1. Providing engineered foundation embedment design by a registered engineer in the State of Florida for soils other than specified soil conditions;
- 2. Additional materials required to achieve alternate foundation
- 3. Excavation and removal of materials other than normal soils, such as rock, caliche, etc.

3.2 DELIVERY

- A. Timing: The equipment shall be on-site 2 to 3 weeks from receipt of approved submittals and receipt of complete order information.
 - 1. The entire system shall be delivered to the jobsite by the supplier.
 - 2. All material (poles, fixtures, crossarm assemblies, etc.) shall arrive the same day.
 - 3. The contractor shall off-load all material and stage required material at each pole location to eliminate possibility of lost or damaged material.

3.3 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with the latest Illuminating Engineering Society of North America (IESNA) Sports and Recreational Area Lighting standards.
- B. Correcting Non-Conformance: If, in the opinion of the Owner or his appointed representative, the actual performance levels of the system are not in conformance with the requirements of the specifications and submitted information, the Contractor/Manufacturer shall be required to make adjustments to meet specifications and satisfy Owner.

3.4 WARRANTY AND GUARANTEE

- A. 10-Year Warranty: Manufacturer shall supply a signed warranty covering the entire system for 10 years from the date of shipment. Warranty shall cover guaranteed light levels and structural integrity of the system. Any parts, except fuses, found to be defective shall be replaced during the entire warranty period. System energy consumption is to be maintained for entire warranty period and will not increase as the system ages.
- B. Manufacturer shall maintain specifically funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover damage due to weather conditions, acts of God, accidents, misuse, misapplication, abuse, negligence, failure of owner's electrical service, or unauthorized modification of any part of the product.
- C. Individual luminaire outages shall be repaired or replaced when the usage of any field is materially impacted by greater than 10%.

4 - DESIGN APPROVAL

4.1 SUBMITTAL REQUIREMENTS

A. Sports lighting system shop drawings shall include:

Item	Description
Equipment Layout	Drawing(s) showing field layouts with pole locations
On Field Lighting Design	Lighting design drawing(s) showing: a. Field Name, date, file number, prepared by b. Outline of field(s) being lighted, as well as pole locations referenced to the center of the field (x & y), illuminance levels at grid spacing specified c. Pole height, number of fixtures per pole, horizontal and vertical aiming angles, as well as luminaire information including wattage, lumens and optics d. Height of light test meter above field surface. e. Summary table showing the number and spacing of grid points; average, minimum and maximum illuminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance (CV), uniformity gradient (UG); number of luminaires, total system kilowatts; light loss factor.
Photometric Report	A photometric report that shows aiming points to demonstrate the capability of the system to achieve the specified performance.
Photometric Files	IES files for each NEMA configuration specified in the sports lighting design.
Pole Structural Calculations	Pole structural calculations and foundation design showing foundation shape, depth backfill requirements, rebar and anchor bolts (if required). Pole base reaction forces shall be shown on the foundation drawing along with soil bearing pressures. Design must be stamped by a structural engineer in the State of Florida.
Foundation Drawings	Project specific foundation drawings stamped by a registered, licensed structural engineer in the State of Florida. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.
Control & Monitoring System	Written definition and schematics for wireless control system.

Standard Catalog 'Cut' Sheets	Luminaire specification sheets
Qualifications & Experience	Provide a list of 10 similar projects installed with LED sports lighting. Include project name, location, installation date and reference contact.

B. Lay-down and mobilization plan shall include:

1. Method to secure light poles and assemblies prior to final installation to prevent roll-over. Contractor responsible to protect equipment from theft or vandalism.
2. Lay down plan prior to any light pole deliveries. Lay down plan shall include temporary storage locations, rigging methods and delivery locations.
3. Indicate the above on an 11" x 17" drawing and include with shop drawings.

5 - ITEMS TO BE SUPPLIED FOR ALTERNATE SYSTEMS APPROVAL

1. All Required Submittal Information listed above.
2. Photometric design layout for specified light level showing 30' x 30' point by point "maintained" foot-candle levels for each field meeting requirements of these specifications.
3. Letter on light system manufacturer's letterhead guaranteeing light levels will be met.
4. Letter on light system manufacturer's letterhead guaranteeing control system meets specification.
5. Letter on light system manufacturer's letterhead guaranteeing warranty and financial reserves.
6. Letter on light system manufacturer's letterhead guaranteeing energy consumption will not increase over time.
7. Letter on light system manufacturer's letterhead guaranteeing factory assembled vacuum sealed fixture can be dimmed from 0-100% fixture.
8. Descriptive literature on all proposed lighting equipment.
9. Exceptions: Statement of exceptions and discrepancies to bid specifications if any.

6 - KEY DATES

RFP Release date	XXX
Proposal Submission Date & Time	XXX

Proposals must be received by the office of:

Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, Florida 33054

CONFIDENTIAL – DO NOT OPEN

7 - EVALUATION CRITERIA

7.1 EVALUATION PROCESS

The evaluation criteria are as follows:

Criterion	Description	Weight	Rating Scale	
Financial Soundness	Bonding capacity and insurance coverage.	10%	0	Fails to Fit
Participation Requirements	Requirements associated with funding sources. Contractor's history with MBE / WBE (minority/woman-owned business). Approach to employment inquiries on site.	15%	1	Poor Fit
Technical Approach	The thoroughness, clarity, and soundness of the proposed construction approach.	20%	2	Fair Fit
Management Capability	Past performance and quality (references) Project management organization Experience of technical personnel	20%	3	Good Fit
Health and Safety	Safety OSHA Incident rate Management safety accountability	5%	4	Very Good Fit
Reputation	Length of time in business Past owner/contractor relationship	10%	5	Excellent Fit
Cost	Total cost of the project.	20%		
		TOTAL	100%	

7.2 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.

7.3 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.

7.4 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 through written communication prior to the opening of the proposals.

7.5 CONTRACTUAL AGREEMENT

This RFP and Consultant 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 the City of Opa-locka 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.

7.6 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.

7.7 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 process 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".

8 - PROPOSAL SUBMISSION

8.1 LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Firms submitting proposals are fully responsible for their delivery. Reliance upon mail or mail carriers is at the firm's risk.

8.2 ADDENDUM

If the City determines that an amendment is required to this RFP, the City representative will post a written addendum on the City Website at www.Opalockafl.gov (the "City Website") and upon posting will be deemed to form part of this RFP. No amendment of any kind to the RFP is effective unless it is posted in a formal written addendum on the City Website. Upon submitting a Proposal, Proponents will be deemed to have received notice of all addenda that are posted on the City Website.

8.3 OPENING OF PROPOSALS

The City intends to open Proposals in public.

8.4 CITY RIGHTS

The City reserves the right to reject any or all proposals and to waive any informality in proposals received. The City also reserves the right to reject proposals from companies who have

previously failed to perform properly or complete on time contracts for the City, or a proposal where investigation shows that the proposing company is not in a position to successfully perform the contract, in the judgment of the City.

The City reserves the right to reject a proposal, regardless of price and conditions, where the proposed terms and/or conditions are deemed unacceptable to the City. This Request for Qualifications does not commit the City to award a contract, to pay for any costs incurred in preparation of a proposal, nor contract for services

9 - BIDDING PROCEDURES AND PROTESTS

9.1 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 Qualifications. 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.

9.2 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.

9.3 CONE OF SILENCE

Proposers are hereby advised that this RFP is subject to the "Cone of Silence", in accordance with Ordinance 98-106. From the time of advertising until the City Manager issues a recommendation, there is a prohibition on communication with the City's professional staff. The ordinance does not apply to oral communications at pre-proposal conference, public presentations made to the City Commissioners during any duly notices public meeting, or communications in writing at any time with any city employee, official, or member of the City Commissioners unless specifically prohibited herein. A copy of all written communications must be filed with the City Clerk, at the address as listed in Section 1.4 herein. Among other penalties, violation of these provisions by any particular bidder shall render any Bid ward to said bidder voidable.

9.4 PROTESTS

Protests of the plans, specifications, and other requirements of the request for qualifications 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 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.

9.5 GENERAL CONDITIONS

The City is under no obligation to accept any Proposal submitted. The City reserves the right in its sole discretion to waive informalities in, or reject any or all Proposals, or to accept any Proposal deemed most favorable in the interest of the City, or cancel the competition at any time without award. Thereafter, the City may issue a new Invitation / Request, sole source or do nothing.

This RFP is not a tender and does not commit the City in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the City reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

10 - INSURANCE REQUIREMENTS

10.1 REQUIRED INSURANCE

General Liability

The Vendor (contractor) shall furnish, pay for, and maintain during the life of this contract, such general liability insurance to protect the City, the Contractor, and any of his/her subcontractors who may be performing any work under the terms and provisions of this contract from claims for damages or bodily injury, including accidental death, as well as from claims for this contract whether such operations as may be performed by the Vendor or by any sub-contractor or by any other party directly or indirectly employed by either the Vendor or the sub-contractor.

The Vendor's insurance coverage shall include General Liability, Automobile Liability, Professional Liability and Worker's Compensation and Employer's Liability. The General Liability shall be the Comprehensive form including the categories of: Premises and Operations, Underground and Collapse Hazard, Products and Completed Operations, Contractual, Independent Vendors, Broad Form Property Damage, and Personal Injury in the minimum amounts of \$1,000,000 for combined Bodily Injury and Property Damage.

The Proposer's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover this indemnification. Such insurance shall be written by a company licensed to do business in the State of Florida and satisfactory to the City. Prior to

commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City's Risk Manager.

The Certificate of Insurance shall show the City of Opa-locka as an additional insured party to the Vendor, shall show that all sub-contractors or any other party directly or indirectly employed by either the Vendor or the sub-contractor as additional insured party(s) and shall also show the City of Opa-locka as the Certificate Holder. The Certificate Holder shall be notified a minimum of 30 days prior to any cancellation of policy which may occur prior to the policy expiration date contained on the Certificate of Insurance.

The Worker's Compensation and Employer's Liability shall be in conformance with current State of Florida Statutory requirements.

Business Automobile Liability

The Vendor shall maintain, for the life of the contract, Business Automobile Liability Insurance, if applicable. The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. Coverage shall be no more restrictive than the latest edition of the Business Automobile Policies of the Insurance Services Office (ISO).

Professional Liability

The Vendor shall procure and maintain for the life of this contract, Professional Liability Insurance. This insurance shall provide coverage against such liability resulting from this contract/project. The minimum limits of coverage shall be \$1,000,000 per occurrence with deductible or self-insured retention (SIR) indicated.

The Vendor shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments, and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from the performance by the Vendor, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Vendor acknowledges that it is solely responsible for complying with the terms of this RFP. In addition, the Vendor shall, at its expense, secure and provide to City, prior to beginning performance under this RFP, insurance coverage as required in this RFP.

Proof of Insurance

The contractor shall furnish the City with satisfactory proof of carriage of all insurance required by this RFP. Any party providing services or products to the City will be expected to enter into a written agreement, contract, or purchase order with the City that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the City, disqualify any bidder or proposer of services and/or products to the City.

10.2 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

11 - BONDS

11.1 PERFORMANCE BOND

Prior to the execution of the contract, the successful bidder will be required to furnish a 100% Performance Bond. Each bid must be accompanied by an officer signed surety from an approved surety company that is licensed to conduct business in the State of Florida. The Consent of Surety shall state that the surety company in question unconditionally agrees to furnish the required performance bond for the full amount of the contract. Each Consent of Surety must include the surety's most recent available financial statement. Failure to provide the required Consent of Surety at the time of proposal submission shall preclude the bid from being considered.

12 - LEGAL LIABILITY

12.1 INDEMNIFICATION

The work performed by the vendor shall be at the risk of the vendor exclusively. To the fullest extent permitted by law, the vendor shall indemnify, defend (at the vendor's sole expense) and hold harmless the owner, joint ventures, representatives, members, designees, officers, directors, employees, agents, successors and assigns ("indemnified parties") from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs) ("claims") which arise or are in any way connected with the work performed, materials furnished, or services provided under this agreement by the vendor or its agents. These indemnity and defense obligations shall apply to any acts or missions, negligent or willful misconduct of the supplier, its employees, or agents, whether active or passive. The vendor shall not be obligated to indemnify or defend the owner for claims found to be due to the sole negligence or willful misconduct of the indemnified parties. The vendor's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and any and all actions against the indemnified parties for such matter which are indemnified hereunder are fully and finally barred by applicable laws.

12.2 RISK OF LOSS, DESTRUCTION, OR DAMAGE

The City will not be responsible for any theft, destruction of, or damage to equipment from any cause, with the exception of negligence or willful acts by an employee(s) or agent(s) of the City.

12.3 NON-COLLUSION AFFIDAVIT

The vendor, in accordance with Miami-Dade County requirements, must sign an affidavit of non-collusion which has been attached hereto. This document must be signed and returned with the bid response.

12.4 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 effected 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.

12.5 LITIGATION

In addition to any other provision of this RFP, the City may, in its absolute discretion, reject a Proposal if the Proponent, or any officer or director of the Proponent submitting the Proposal, is or has been engaged directly or indirectly in a legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter. In determining whether or not to reject a Proposal under this section, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives and whether the City's experience with the Proponent indicates that there is a risk the City will incur increased staff and legal costs in the administration of the Contract if it is awarded to the Proponent.

FORMS AND ATTACHMENTS

FAILURE TO COMPLETE AND RETURN THIS AND ALL FORMS MAY DEEM YOUR BID NON-RESPONSIVE

RFP NO: 20-XXX

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Consultant'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:

Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state:

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 five 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 Consultants, 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 nonresponsive.

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 CONSULTANT COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



CITY OF OPA-LOCKA

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 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

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: _____

**INGRAM PARK
FIELD RELIGHTING AND COMPLIANCE
CITY OF OPA-LOCKA
PROPOSAL BID FORM**



Vendor Name: _____

Fixed cost bid: \$ _____

We, the undersigned, hereby propose and agree to furnish to the City of Opa-locka all work as defined in the RFP. This proposal is subject to all terms of the specifications and bid conditions, and we hereby agree to furnish such items as may be awarded to us.

Authorized Signature

Date

Print Name

Telephone Number

Title

Email Address

ATTACHMENT A

General Decision Number: FL180260 10/05/2018 FL260

Superseded General Decision Number: FL20170260

State: Florida

Construction Type: Building

County: Miami-Dade County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	04/20/2018
3	06/01/2018
4	07/06/2018
5	08/31/2018
6	10/05/2018

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.58	12.57

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEV0071-002 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.07	32.645

<https://wdol.gov/wdol/scafiles/davisbacon/FL260.dvb?v=6>

11/15/2018

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

 ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20

 ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 26.04	9.23

 ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

 IRON0272-001 10/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.89	10.10

 * IRON0402-001 10/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.69	12.70

 PLUM0519-001 04/01/2018

	Rates	Fringes
PLUMBER.....	\$ 29.13	10.89

 PLUM0725-001 07/16/2017

	Rates	Fringes
PIPEFITTER (Includes HVAC		

<https://wdol.gov/wdol/scafiles/davisbacon/FL260.dvb?v=6>

11/15/2018

Pipe, Unit and Temperature Controls Installations).....	\$ 34.48	13.47

SFFL0821-004 07/01/2018		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.38	18.89

SHEE0032-001 12/01/2013		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 23.50	12.18

SUFL2014-024 08/16/2016		
	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation.....	\$ 18.04	3.24
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06	0.70
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 29.60	9.38
IRONWORKER, REINFORCING.....	\$ 17.72	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 11.79	0.70
LABORER: Pipelayer.....	\$ 13.56	1.34
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00	2.82
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

<https://wdol.gov/wdol/scafiles/davisbacon/FL260.dvb?v=6>

11/15/2018

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

<https://wdol.gov/wdol/scafiles/davisbacon/FL260.dvb?v=6>

11/15/2018

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT B

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission

to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

Previous editions are obsolete

Page 3 of 5

form HUD-4010 (06/2009)
ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



ATTACHMENT _____
TO BID PACKAGE

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
FEDERAL LABOR STANDARDS AND
SECTION 3 REQUIREMENTS

Agency Name:	City of Opa-locka
Project Name:	Roofing Services/Interior and Exterior Renovations
Project Address:	2105 Ali Baba Avenue, Opa-locka, FL 33054

Prepared by: Ron Williams
PHCD Project Manager
Date: September 28, 2018

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NOTICE TO BIDDERS/PROSPECTIVE CONTRACTOR (S)

This project, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding from Community Development Block Grant and as such bidder must comply with Presidential Executive Order 11246, as amended; by Executive Order 11375; Title VII of the Civil Rights Act of 1964 as amended; the Davis-Bacon Act of 1968, as amended; the Copeland Anti-Kickback Act; the Contract Work Hours and Safety Standards Act and all other applicable federal, state and local ordinance.

The bidder is required to pay workers on this project the minimum wages as determined in the Wage Determination Decision included in the Bidder's package; and that the contractor must ensure that employees are not discriminated because of race, color, religion, sex or national origin.

This project is also a Section 3 covered activity. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low income persons or business owners who live in the project's area.

(Please use this language in the advertisement of the project)

STATEMENT OF SUB-CONTRACTOR'S CONSTRUCTION EXPERIENCE

To be submitted by each sub-contractor with requested information and affidavits.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add additional pages as necessary.

1.	Sub-Contractor:									
2.	Sub-contractor Address:									
	Phone:		Email address:							
3.	Name of each owner, principal officer, partner, etc.									
4.	Minority Business?	☐	Yes	☐	No	Women-owned Business?	☐	Yes	☐	No
5.	Company Qualifier:									
6.	Years in Business:									
7.	U.S. Treasury Number. (Employer's Identification number; Federal Social Security number used on Employer's quarterly Federal Tax/return, U.S. Treasury Department.									
	CC# License Number:		State:							
	EIN#									
8.	Contractor's Certification Categories:									
9.	Contracts completed in the last five years (include the months and year completed, use additional pages, if needed)									
	<u>Project</u>	<u>Duration (months years)</u>				<u>Year Completed</u>				

10.	Contractor's on-going construction projects (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).		
	<u>Project</u>	<u>Current Duration (months years)</u>	<u>Anticipated Completion Date</u>
11.	Have you ever defaulted on a Contract? ☐ Yes ☐ No Please explain.		
12.	The subcontractor promises to defend, indemnify and hold harmless the _____ (agency name) and Miami-Dade County with regard to any disclosures or information received, whether at trial, in arbitration or on appeal.		
	_____ (initials)		
13.	The undersigned hereby authorizes and requests any person, firm, corporation, or governmental unit, to furnish any information requested by the _____ (name of agency) in verification of the recitals comprising this statement of bidder's experience		
	_____ (initials)		

Sworn to and subscribed before me this _____ day of _____, 20_____.

Date

By _____, and is personally known to me or has presented

(Affiant)

_____ as identification.

(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public

Notary Seal

CERTIFICATION OF RECEIPT

This is to acknowledge receipt of a copy of the U.S. Department of Housing and Urban Development Federal Labor Standards Provisions (HUD Form 4010) concerning the project **ROOFING SERVICES/INTERIOR AND EXTERIOR RENOVATIONS** (Name of project)

Further, I hereby certify that I have on this date, read, examined, understood and acknowledge the contents of U.S. Department of Labor requirements, particularly the requirements contained in Wage General Decision Number: **FL180260 MOD#5 – 08/31/2018 FL260-BUILDING** that is applicable to this project.

I hereby agree to abide by the requirements of the Federal Labor Standards Provision issued by the United States Department of Housing and Urban Development and described in Form HUD-4010 and those requirements contained in Wage General Decision Number: **FL180260 MOD#5 – 08/31/2018 FL260-BUILDING** for this project.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

☐ **Contractor**

☐ **Subcontractor**

☐ **Other**

INSURANCE REQUIREMENTS

The term "Contractor", as used in this document, refers to the entity providing construction type services. The terms "owner" and "sub-recipient" are used interchangeably, and refer to the entity receiving Federal funds directly from PHCD.

- I. Based on the type of project, the Contractor shall acquire the following insurance and submit necessary certificate(s) and original policies described hereunder.

REQUIRED CERTIFICATE(S) OF INSURANCE
Worker's Compensation Insurance- for all employees of the Contractor as required by Florida Statute 440.
Professional Liability Insurance- in the name of the Contractor or the licensed design professional employed by the Proposer in an amount of not less than \$250,000.
Commercial General Liability – on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
Automobile Liability Insurance- covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
Completed Value Builder's Risk Insurance- on an "All Risk" basis (when applicable) in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) as determined by Miami-Dade County. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

All insurance requirements must be verified at before a pre-construction meeting is scheduled through the PHCD Project Manager assigned.

- III. All insurance policies required above all shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

-
- IV. All insurance required by the contract must stay in force until final acceptance except, "Completed Value Builder's Risk" which may be dropped after substantial completion.

The Contractor shall also keep all insurance required by contract, except "Completed Value Builder's Risk", in force when performing any work during the guarantee period(s).

The Contractor shall furnish certificates of insurance and insurance policies to the owner prior to commencing any operation under this contract, which certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with the contract.

NOTE: Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from his liability under any other portion of this contract.

- V. Cancellation of any insurance or bonds, or non-payment by the contractor of any premium for any insurance policies or bonds required by this contract shall constitute a breach of this contract. In addition to any other legal remedies, the owner at its sole option may terminate this contract or pay such premiums, and deduct the costs thereof from any amount, which are or may be due to the Contractor.

PROVISIONS TO BE INCORPORATED IN CONSTRUCTION CONTRACTS
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In addition to other provisions required by US HUD in the HUD 4010 incorporated in this document, the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as **stated in 2 CFR Appendix II to Part 200:**

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$150,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All **contracts in excess of \$10,000** must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Provisions for termination are as follows:

1. Termination at Will

This contract, in whole or in part, may be terminated by the Principal Contractor/Owner upon no less than ten (10) working days' notice when the Principal Contractor/Owner determines that it would be in the best interest of the Principal Contractor/Owner and the Public Housing and Community Development (PHCD). Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Convenience

The Principal Contractor/Owner may terminate this contract, in whole part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. The Principal Contractor/Owner, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The Principal Contractor/Owner shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The Principal Contractor/Owner shall be the sole judge of "reasonable costs."

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this contract become unavailable, the Principal Contractor/Owner may terminate this contract upon no less than twenty-four (24) hours written notification to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Principal Contractor/Owner shall be the final authority to determine whether or not funds are available. The Principal Contractor/Owner may at its discretion terminate, renegotiate and/or adjust the contract award whichever is in the best interest of the Principal Contractor/Owner.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Principal Contractor/Owner through Board of County Commissioners' action, the Principal Contractor/Owner may, at its discretion, request in writing from the Director of PHCD a release from its contractual obligations to the County. The Director of PHCD will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Breach

The Principal Contractor/Owner may terminate this contract, in whole or in part, when the Principal Contractor/Owner determines, in its sole and absolute discretion that the Contractor is not making sufficient progress thereby endangering ultimate contract performance, or is not materially complying with any term or provision of this contract.

Unless the Contractor's breach is waived by the Principal Contractor/Owner in writing, the Principal Contractor/Owner may, by written notice to the Contractor, terminate this contract upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Principal Contractor's/Owner's right to legal or equitable remedies.

6. Penalties for Fraud Misrepresentation or Material Misstatement

In accordance with the Code of Miami-Dade County, Section 2-8.4.1, any individual or corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, shall have its contract with the County terminated, whenever practicable, as determined by the County. The County may terminate or cancel any other contracts which such individual or other subcontracted entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years.

7. Payment Settlement

If termination occurs, the Contractor will be paid for allowable costs incurred in carrying out activities required by this contract up to the date and time of termination.

- (C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by the Federal program, all prime construction contracts in excess of \$2,000 awarded by grantees and sub grantees shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-31444 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Further, the provision listed below must be included in each set of bid documents and incorporated in each contract, subcontract, and any lower-tier subcontract:

“The contractor hereby agrees that it will abide by the requirements of the Federal Labor Standards Provisions issued by the United States Department of Housing and Urban Development and described in **Form HUD-4010** and those requirements contained in Wage General Decision Number **FL180260 MOD#5 – 08/31/2018 FL260-BUILDING.**”

- (E) **Contract Work Hours and Safety Standards Act (CWHASA)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies

or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) **Rights to Inventions Made under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 FR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) **Clean Air Act** (42 U.S.C. 7401-7671a.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) see page 44-45.
- (H) **Debarment and Suspension** (Executive Orders 1549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., P. 235), “Debarment and Suspension.” SA Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.
- (2) Bidder has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the _____ (Local Public Agency) or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

Title

Subscribed and sworn to before me this
_____ day of _____, 20_____

My commission expires: _____

CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans and Cooperative Agreements
in excess of \$100,000**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any of the funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement in excess of \$100,000) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

☐ **Contractor**

☐ **Subcontractor**

☐ **Other**

AFFIRMATIVE ACTION STANDARDS

Contracts covered by the Notice and Specifications shall take affirmative action to ensure equal employment opportunity. Evaluation of contractor's compliance with the affirmative action standards shall be based on contractor's efforts to achieve maximum results from their actions. The contractor shall be required to provide documentary evidence of efforts to implement each of the 16 affirmative action steps outlined in the Specifications. Listed below are the 16 essential affirmative action steps, the efforts required to implement them and the records that should be maintained to document the contractor's efforts.

1. Contractors must maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, must assign 2 or more women to each construction project. The contractor shall specifically insure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities or women working at such sites or in such facilities.

To Demonstrate Compliance:

Contractor must have copies of memoranda to supervisory staff, or minutes or notes of staff meeting or EEO officer's meetings with supervisors to inform them of the contractor's obligation to maintain a working environment free of harassment, intimidation, and coercion and to where possible, assign two or more women to each construction project. Monitoring of work environment by EEO officer.

2. Contractors must establish and maintain a current list of minority and women's recruitment sources, provide written notification to minority and women's recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

To Demonstrate Compliance:

Contractors must have a current listing of recruitment sources for minority and women craft workers. It must have copies of recent letters to community resource groups or agencies specifying the contractor's employment opportunities and the procedures one should follow when seeking employment. It must note the responses received and the results on the bottom or reverse of the letters or establish a follow-up file for each organization notified.

3. Contractors must maintain a current file of the name, address, and telephone number of each minority and/or women off-the-street applicant and minority and/or women referred from a union, recruitment source, or community organization, and of the action that was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, was not employed by the contractor, this shall be documented in the file with the reason, along with whatever additional actions the contractor may have taken.

To Demonstrate Compliance:

Contractors must have a file of the names, addresses, telephone numbers, and crafts of each minority and/or woman applicant showing the date of contact and whether or not the person was hired and

(if not) the reason; whether or not the person was sent to a union for referral and what happened; and follow-up contracts when the contractor was hiring.

4. Contractors must provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement failed to refer to the Contractor a minority or woman sent by the contractor, or when the contractor has other information that the union referral process impeded the contractor's efforts to meet its obligations.

To Demonstrate Compliance:

Contractors must have copies of letters sent to verify claim that the union is impeding the contractor's efforts to comply.

5. Contractors must develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notices of those programs to the sources compiled under Item 2, above.

To Demonstrate Compliance:

Contractors must have records of contributions in cash, equipment supplied or contractor personnel provided as instructors for approved Bureau of Apprenticeship and Training or Department of Labor funded training programs and records of the hiring and training of minorities and women from such programs. Supply copies of letters informing minority and women's recruitment sources or schools providing these training programs.

6. Contractors must disseminate their EEO policies by providing notices of the policy to unions and training programs and requesting their help in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

To Demonstrate Compliance:

Contractors must have written EEO policies that include the name and contact information on the contractor's EEO officer and must (a) include the policy in any company policy manuals; (b) post a copy of the policy on all company bulletin boards (in the office and on all job sites); (c) put in records, such as reports or diaries, that each minority and woman employee is aware of the policy and that it has been discussed with them; (d) record that the policy has been discussed regularly at staff meetings; (e) make copies of newsletters and annual reports that include the policy; and (f) make copies of letters to unions and training programs requesting their cooperation in helping the contractor meet its EEO obligations.

Contractors must review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents and general forepersons prior to the initiation of work at any job site. Contractors must make and maintain a written record and maintain it to identify the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

To Demonstrate Compliance:

Contractors must have written records (memoranda, diaries, minutes of meetings) identifying the time and place of meeting, persons attending, subject matter discussed, and disposition of subject matter.

8. Contractors must disseminate their EEO policies externally by including it in any advertising in the news media, specifically including minority and women's policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

To Demonstrate Compliance:

Contractors must have copies of (a) letters sent, at least every 6 months or at the start of each new major contract, to all recruiting sources (including labor unions and training programs) requiring compliance with the policy; (b) advertisement that has the EEO "tagline" on the bottom; and (c) letters to subcontractors and suppliers, at least at the time of the subcontract is signed, requiring compliance with the policy.

9. Contractors must direct recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and women students, and to minority and women's recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the contractor will send written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process.

To Demonstrate Compliance:

Contractors must have written records of contacts (written communications, telephone calls, or personal meetings) with minority and women's community organizations and recruitment's sources, and schools and training organizations, specifying the date(s), individuals contacted, results of the contact, and any follow-up. It must have copies of letters sent to these organizations at least one (1) month prior to the acceptance of applications for training (apprenticeship or other) describing the openings, screening procedures, and tests to be used in the selection process.

10. Contractors must encourage minority and women employees to recruit other minority persons and women and provide, where reasonable, school, summer and vacation employment to minority and female youth both on-site and in other areas of the workforces.

To Demonstrate Compliance:

Contractors must have copies of diaries, telephone logs, or memoranda indicating contacts (written and oral) with minority and women employees requesting their assistance in recruiting other minorities and women, and record results. If contractors normally provide after-school, summer, and vacation employment, it must have copies of letters to organizations under Item 9 describing those opportunities and must have responses received and results noted on letters or in a follow-up file.

11. Contractors must validate all tests and other selection requirements where there is an obligation to do so under CFR 60-3.

To Demonstrate Compliance:

Contractors must have evidence in the form of correspondence, or certificates that all tests, interviews and selection procedures used by the contractor, a craft union, or Joint Apprenticeship Committee meet the requirements in the OFCCP testing and selection guidelines.

12. Contractors must conduct, at least annually, an inventory evaluation (at least) of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities by appropriate training.

To Demonstrate Compliance:

Contractors must have written records (memo, letters, personnel files, etc.) showing that the company conducts annual reviews of minority and female personnel for promotional opportunities and notifies these employees of training opportunities (formal or on-the-job) and encourages their participation.

13. Contractors must ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to insure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

To Demonstrate Compliance:

Contractors must have evidence (letter, memos, personnel files, reports) that: (a) the activity under Item 12, above, has been carried out; (b) any collective bargaining agreements have an EEO clause and the provisions do not operate to exclude minorities and women; (c) the EEO officer reviews all monthly workforce reports, hiring, terminations, and training provided on the job; (d) the EEO officer's job description identifies his or her responsibility for monitoring all employment activities for discriminatory effects; and (e) the contractor has initiated corrective action whenever the contractor has identified a possible discriminatory effect.

14. Contractors must insure that all facilities and company activities are nonsegregated, except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

To Demonstrate Compliance:

Contractors must have incorporated the "Certification of Nonsegregated Facilities" from the contractors federally involved contract documents into all subcontracts and purchase order; have records that announcements of parties, picnics, etc. have been posted and have been available to all employees; have written copies of contracts (written or verbal) with supervisory staff regarding the provision of adequate toilet and changing facilities to assure privacy between the sexes.

15. Contractors must document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and women's contractor associations and other business associations.

To Demonstrate Compliance:

Contractors must have copies of letters or other direct solicitation of bids for subcontractors or joint ventures from minority or women contractors with a record of specific responses and any follow-up the contractor has done to obtain a price quotation or to assist a minority or female contractor in preparing or reducing a price quotation; have a list of all minority or female subcontracts awarded or

joint ventures participated in with dollar amounts; have copies of solicitations sent to minority and women's contractor associations or other business associations.

16. Contractors must conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

To Demonstrate Compliance:

Contractors must have copies of memos, letters, reports, minutes of meeting, or interviews with supervisors regarding their employment practices as they relate to the contractor's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted on the contractor's EEO and affirmative action posture.

Initials

OTHER REQUIRED CERTIFICATIONS

A. EQUAL EMPLOYMENT OPPORTUNITY

Bidder, by submission of this quotation represents:

The undersigned has ___, has not ___, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that it has ___, has not ___ filed all required compliance reports; and that representations indicating submission of the required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

For Contracts not subject to Executive Order 11246:

In carrying out the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not limited to, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting for the provisions of the nondiscrimination clause. The contractor shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

For Contracts who are subject to Executive Order 11246, see page 40-41

B. AFFIRMATIVE ACTION

The bidder represents that he has () has not (), participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246; that he has () has not () developed a written affirmative action compliance program for as required by the rules and regulation of the Secretary of Labor (41CFR 60-1 and 60-2); it has not _____ previously had contracts subject to written affirmative action program requirements of the rules and regulations of the Secretary of Labor; that he has () has not (), filed with the Joint Reporting Committee, the Office of Federal Contract Compliance Programs (OFCCP) or the Equal Employment Opportunity Commission (EEOC) all reports due under the applicable filing requirements; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to contract and/or subcontract award.

C. COPELAND ANTI-KICKBACK

By submission of a bid, the bidder certifies that it has read and complies with the General Provision entitled "Anti-Kickback Procedures" as stated in 24 CFR part 85.36 as follows:

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All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

By submission of this bid, the bidder attests that neither it nor any of its employees has performed or participated in any prohibited actions, as defined in this provision.

D. FULL DISCLOSURE BY THE CONTRACTOR/BIDDER REGARDING WHETHER IT ANTICIPATES BEING OR IS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT, STATE OF FLORIDA, OR MIAMI-DADE COUNTY AT TIME OF AWARD.

This certification applies to a contract or subcontract in excess of \$25,000

By submission of an offer, the bidder certifies that it has provided full disclosure in writing to _____ (name of implementing agency) whether as of the anticipated time of award of any contract resulting from this solicitation; it anticipates that it or its principals will be debarred, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

By commencing performance of the Contract work, the selected contractor certifies that it has made full disclosure in writing to _____ (name of implementing agency) as to whether as of the time of award it or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

E. NONDISCRIMINATION CLAUSE

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under Section 109, Housing and Community Development Act of 1974.

F. AGE DISCRIMINATION ACT OF 1975, AS AMENDED

Non-discrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal assistance.

G. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

Non-discrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal assistance.

H. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
PROSPECTIVE TIER AND/OR LOWER TIER TRANSACTIONS

By submission of the document, the prospective tier and lower tier participants certify, that:

1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction, by any Federal department or agency.
 - a. Have not within a three-year period preceding this application 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - c. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the prospective tier or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE**
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, subpart F, for grantees, as defined at 28 CFR part 67 Sections 67.615 and 67.620-

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

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- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

____ Contractor

____ Subcontractor

____ Other

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION
LISTED ON PAGE 24

1. By signing and submitting this document, the prospective tier and/or lower tier participants are providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective tier and/or lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective tier and/or lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective tier and or lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction, without modification, in all lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

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8. 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 this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transactions in addition, to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

EQUAL EMPLOYMENT OPPORTUNITY FOR SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
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- 1) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran or veteran of the Vietnam era in all employment practices, including the following:
 - i. recruitment, advertising, and job application procedures;
 - ii. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. rates of pay or any other form of compensation and changes in compensation;
 - iv. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. leaves of absence, sick leave, or any other leave;
 - vi. fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - vii. selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meeting, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. activities sponsored by the contractor including social or recreational programs; and
 - ix. any other term, condition, or privilege of employment.
- 2) The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- 3) Listing of employment openings with the employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- 4) Whenever the Contractor becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service agency in each State where it has establishments of the name and location of each hiring location in the state: Provided, that this requirement shall not apply to state and local governmental contractors. As long as the Contractor is contractually bound to these provisions and has so advised that state agency, there is no need to advise the state agency of subsequent contracts. The Contractor may advise the state agency when it is no longer bound by this contract clause.

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- 5) The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filed outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam and the Virgin Islands.
- 6) As used in this clause:
- i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part time employment.
 - ii. Executive and top management means any employee: (a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and (b) who customarily and regularly directs the work of two or more other employees therein; and (c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and (d) who customarily and regularly exercises discretionary powers; and (e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6. ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- 7) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 8) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 9) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistance Secretary for Federal Contract Compliance Programs, Director, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans or veterans of the Vietnam era. The contractor must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

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- 10) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era.
- 11) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistance Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
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- 1) The contractor will not discriminate against any employee or applicant for employment because he or she is a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - x. Recruitment, advertising, and job application procedures;
 - xi. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - xii. Rates of pay or any other form of compensation and changes in compensation;
 - xiii. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - xiv. Leaves of absence, sick leave, or any other leave;
 - xv. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - xvi. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - xvii. Activities sponsored by the contractor including social or recreational programs; and
 - xviii. Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistance Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as

the Deputy Assistance Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

60-4.2 (d) THE NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in all trades on all construction work in the covered area, are as follows:

A. GOALS FOR MINORITY UTILIZATION, All Trades:

Area Covered: Dade County, Florida

Goals and Timetables *

<u>Timetable</u>	<u>Trade</u>	<u>Goal</u>
Until Further Notice	All	39.5%

B. GOALS FOR FEMALE UTILIZATION, All Trades:

Area Covered: Goals for Women apply nationwide.

Goals and Timetables *

<u>Timetable</u>	<u>Trade</u>	<u>Goal</u>
Until Further Notice	All	6.9%

THESE GOALS ARE APPLICABLE TO ALL THE CONSTRUCTION WORK CONTRACTORS (WHETHER OR NOT IT IS FEDERAL OR FEDERALLY ASSISTED) PERFORMED IN THE COVERED AREA.

3. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a

violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Miami-Dade County, Florida (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

60-4.3 (a) EQUAL OPPORTUNITY CLAUSE

During the performances of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records and accounts by HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the statement preceding subparagraph (1) and the provisions of subparagraph (1) through (7) in every subcontract or purchases order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 20 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin regardless of race).
 - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11240, nor the regulations promulgated pursuant thereto.
 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the Contractor must have a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained in training programs approved by U.S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individual working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

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- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under (7) b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

-
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., these under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS SUBJECT TO EXECUTIVE ORDER 11246
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The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal employment opportunity clauses:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin; such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employee and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement to other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted

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by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contract becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Agency Name:	Employer ID #/FID #:
Full Address (including City, ST and Zip) and Email Address	
Authorized Signature: _____	
Print Name:	Title:
Date:	
Check one, as applicable:	
☐ Contractor	☐ Subcontractor ☐ Other

CERTIFICATION OF NONSEGREGATED FACILITIES

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
2. By the submission of an offer, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishment, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause of the contract.
3. By submission of the bid, the bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - a. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - b. Retain such certifications in its files; and
 - c. Forward this certification and the attached **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES** to proposed subcontractors.
 - d. By commencing performance of the Contract work, the selected contractor certifies to the Nonsegregated Facilities provisions above.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON
SEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

NOTICE OF REQUIREMENT
CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER (E.O.) 11738
AND EPA REGULATIONS PROVISION

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement which is in excess of \$150,000, agree to the following requirements:

1. Any facility to be utilized in the performance of this proposed contract has (), has not () been listed on the Environmental Protection Agency List of Violating Facilities;
2. The contractor or any of its subcontractors agree to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. The contractor or any of its subcontractors agree that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency (EPA) indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities; and
4. The Contractor or any of its subcontractors agree that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt sub-contract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
5. The bidder certifies that he/she will comply with all applicable standards, orders or regulations issued pursuant to the clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended and with the Lead-Based Paint Poisoning Prevention Act (Public Law 91-695). All applicable rules and orders of the Federal Government issued there under prior to the execution of the contract, shall be binding upon the prime bidder, its subcontractors, and assignees. Violations by contractors will be reported to the U.S. Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable: ☐ Contractor ☐ Subcontractor ☐ Other

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to _____

by _____

(Print individual's name and title)

For _____

(Print name of entity submitting sworn statement)

whose business address _____

and if applicable its Federal Employer Identification Number (FEIN) is _____. If the entity has
not 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 an directly related to the transactions 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 or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
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 a public entity crime, with or without an adjudication of guilt, in an 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 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 an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 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 entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the 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 or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State 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 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND

THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____ Notary Public-State of _____

(Type of identification) My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

Agreement

To Authorize Examination of Records and Adhere to Records Retention Requirements

The undersigned agrees to the stipulations noted below for all work, materials, and services provided under this **agreement** dated _____ and/or for all other third-party agreements/contracts for labor, materials, and services related to the work covered by this agreement for the _____ project/activity.

The undersigned shall ensure, and shall require all parties with whom it contracts to ensure, that Miami-Dade County, the Department of Housing and Urban Development, or Comptroller General of the United States, or any of their duly authorized representatives shall, have access to and the right to examine any of the following **records** from the awardee, sub-recipient, developer, contractor, subcontractor, suppliers and/or any other entity involved in any capacity in the above-referenced project/activity, for seven (7) years after final payment under contract. Records shall include, but are not limited to, the following:

Contracts, sub-contracts, audits, financial books, ledgers, copies of canceled checks (front and back), wire transfer confirmations, payment requests (draws), invoices, receipts, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes, other media storage, pertinent books, documents, papers, or other records—whether physical, electronic, or in any form— involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The awardee, sub-recipient, developer, contractor, sub-contractor, sub-tier, suppliers and or any other entity involved in any capacity in the above-referenced project shall adhere to the following **records retention** requirements:

- a) Maintain, and require that its sub-contractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the contract/agreement documents for this project.
- b) The undersigned shall retain such records, and all other documents related to the services and materials furnished for this project, for a period of three (3) years from the completion of the activity or project.

Other information:

- a) The County may conduct unannounced visits to offices, satellite offices, work sites, supplier warehouse, etc. of all entities involved in any capacity in the above-referenced project.
- b) Pursuant to the contract, there may be additional records requirement not listed in this agreement.

Entity Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Signature:

Print Name:

Date:

Title:

Check one, as applicable:

☐ Developer ☐ Prime-Contractor ☐ Sub-contractor or sub-tier sub-contractor

Section 3 Requirements For Contracts \$200,000 Or More

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SECTION 3 REQUIREMENTS

I. ASSURANCE STATEMENT

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

II. AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

- a. Set forth the approximated number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.
- b. Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.
- c. Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:
 - i. Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and
 - ii. Identification within the bid documents, if any, of the applicable Section 3 project area.
 - iii. Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

III. BIDDING AND NEGOTIATION REQUIREMENTS

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signed of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Initials

Applicant, recipient and contractors should insert plan for utilization of project area business in the bid documents. The recipient must have indicated therein that Section 3 applies to the project and what is expected of them. All contractors who bid a job just show in their bid what they will do to implement Section 3. They must in this bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidder's responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES AND EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

For further information, please contact:

Jorge I. Rendon, Section 3 Coordinator
Public Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136
Office: 786-469-4227
Email: Section3@miamidade.gov

Initials

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued there under prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable: ☐ Contractor
☐ Subcontractor ☐ Other

BIDDER'S INITIAL SECTION 3 GOALS

1. The Bidder agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended.
2. The Bidder estimates that there will be _____ new employees hired during the performance of this contract. Furthermore, should this contract be let to the Bidder, the Bidder agrees to delineate work force needs (skilled, semiskilled, unskilled, labor, and trainees) by category.
3. Of these new employees, the Bidder plans to hire at least _____ percent (%) from the Section 3 Covered Area (Dade County, Florida).
4. The Bidder estimates that _____ percent (%) of those materials purchased for use on this project will be from business located in the Section 3 Covered Area (Dade County, Florida)

I, _____ (please print), as an authorized Officer of the Bidder, do hereby acknowledge that we are aware of the requirements under Section 3 of the Housing and Urban Development Act of 1968, as amended, and will abide by them. We further agree to abide by this Affirmative Action Plan to the greatest extent feasible and realize that should we be awarded the contract, it becomes subject to monitoring for compliance with this plan by Miami-Dade County Public Housing and Community Development.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

☐ Contractor

☐ Subcontractor

☐ Other

Sponsored by: City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO REPRESENT THE CITY OF OPA-LOCKA IN THE LITIGATION CASE(S) RAUL FERNANDEZ AND DJ OPPORTUNITIES, INC. VS MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA, FLORIDA AND LAKEVIEW APARTMENTS LLC AND L.L.C. LAKEVIEW APARTMENTS VS MIAMI-DADE COUNTY AND CITY OF OPA-LOCKA, FLORIDA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-locka was served with a Complaint from Raul Fernandez and DJ Opportunities, Inc., Case No.: 19-35518CA01, through Plaintiff's counsel, Michael Pizzi, Esq. on or about December 11, 2019 ("Fernandez case"); and

WHEREAS, the City of Opa-locka was served with a Complaint from Plaintiffs Lakeview Apartments LLC and L.L.C. Lakeview Apartments, Case No.: 20-1124 CA (01), through its counsel, Michael Pizzi, Esq. on or about January 23, 2020 ("Lakeview case"); and

WHEREAS, the law firm of Burnadette Norris-Weeks, P.A. ("Firm") has been working closely with City Staff and Miami-Dade County staff and also coordinating with outside counsel on similar water case(s) and would be in the best position to defend the City of Opa-Locka, Florida in the Fernandez and Lakeview matters; and

WHEREAS, during the Christmas Holidays (December 31, 2019) it was necessary for the City of Opa-Locka to file a responsive pleading to address the Fernandez lawsuit and the City filed a Motion to Dismiss for failure to state a cause of action due to the placement of new water meters and this case has since been set before the Court for a hearing. Additionally, the Firm has also been successful in defending a Motion for Injunction against the Plaintiffs in this same action; and

WHEREAS, a response to the Lakeview Complaint is due on February 12, 2020 and the Firm is familiar with the litigation matters and the Firm requests specific authority to defend the City.

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. Authorizing City Attorney to Represent the City In Litigation
The City Commission authorizes the City Attorney, Burnadette Norris-Weeks, P.A. to represent the City of Opa-Locka in the litigation cases(s) Raul Fernandez and DJ Opportunities, Inc. vs. Miami-Dade County and City of Opa-locka, Florida and Lakeview Apartments LLC and L.L.C. Lakeview Apartments vs. Miami-Dade County and City Of Opa-locka, Florida both going forward and retroactively.

Section 3. Effective Date.
This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka.

PASSED and ADOPTED this ____ day of _____ 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Kelley	_____ (Yes)	_____ (No)
Vice-Mayor Davis	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the City's Code of Ordinance and the City's Land Development Regulations, Ordinance 15-31, the City Commission has the power to approve, approve with conditions or deny any site plan review request; and

WHEREAS, the applicant appeared and has presented their formal application request, all evidence, documents, and marked exhibits before the Planning and Zoning Board on October 8, 2019 and after their review the Planning and Zoning Board has recommended approval to this request by a 4 to 0 vote; and

WHEREAS, the Planning and Zoning Board after reviewing the presentation and having additional discussion motioned and seconded this request for Development Agreement approval at the October 8, 2019 meeting by a 4 to 0 vote; and

WHEREAS, the City Land Development Regulations, Ordinance 15-31, Section 22-49 G provides that all recommendations and findings of fact by the Planning and Zoning Board shall be placed on the next available regular City Commission meeting; and

WHEREAS, the applicant is requesting approval of the Development Agreement for the construction and operation of a Self-Storage Facility on the properties identified by folios 08-2128-004-0022 and 08-2128-004-0031; and

WHEREAS, the City Staff is recommending that the City Commission approve the Development Agreement attached hereto as Exhibit "A".

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated into this Resolution by reference.

SECTION 2. APPROVAL/DENIAL OF DEVELOPMENT AGREEMENT

The City Commission of the City of Opa-locka hereby approves / denies a request for Development Agreement for the Construction and Operation of a Self-Storage Facility on the property located at 12940 NW 27th Avenue and the adjacent parcel located at the corner of NW 129th Street And NW 27th Avenue and identified by Folios 08-2128-004-0031 and 08-2128-004-0022, in the B-2 and B-3 Zoning Districts.

SECTION 3. INCORPORATION OF CONDITIONS.

The Development Agreement incorporates certain conditions recommended by City Commission, the Planning and Zoning Board and City Staff.

SECTION 4. SCRIVENER'S ERRORS.

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

SECTION 5. EFFECTIVE DATE.

This Resolution shall, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Vice-Mayor Davis	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____

FROM PAGE 8NW

CONCERT

the Big Game promises to bring.

Miami-Dade County's \$4 million cash subsidy of the Super Bowl includes \$1 million for team hotels in downtown Miami and Aventura.

"I think what happens when you have a big event like this, the NFL can take it wherever they can take it," said Miami Beach Commissioner David Richardson, who supports the investments the city made in the Super Bowl. "We have to decide as a community how much we're willing to tolerate."

Even in its gifts to host cities, rarely does anything come without strings attached.

At Miami Beach Senior High School on Wednesday, dignitaries unveiled one of three "legacy projects" the NFL helps bring to host cities during every Super Bowl.

But the NFL chipped in only about a quarter of the total cost to renovate the high school's football field. The city of Miami Beach paid \$350,000 — or \$100,000 more than the NFL did, according to an accounting of the \$1.1 million project by Miami-Dade Public Schools. The Dolphins Foundation paid \$250,000. The school district paid the rest.

Rodney Barreto, chairman of Miami's Host Committee, said some would argue the city is spending too much money on luring the most popular and wealthiest sports league in the country.

"I think the notion that the city is using taxpayers' money to help promote a game is wrong," he told the Miami Herald. "A lot of people would argue it the other way, but I would argue that this is just great for the community."

Barreto said the commit-

tee, a nonprofit formed to compete for the Super Bowl and handle organizing efforts locally, planned to bring a free concert to Miami Beach. But plans changed, and that free concert was canceled. The host committee is offering free live music at Bayfront Park in downtown Miami, where the league's NFL Live festival is being held, said Karla Fortuny, a media representative with the Host Committee.

"We have [events] throughout the whole region," Barreto said. "Miami Beach has gotten its fair share of stuff; it's going to be tough to move around Miami Beach."

Miami Beach Tourism and Culture Director Matt Kenny said the free concert that the Host Committee was planning would have been conditioned on a city waiver of \$178,250 in special event permit fees, separate from the \$1.5 million in other waived fees and contributions from the city.

The Host Committee was "hoping to do a concert, but that did not come to fruition," he said in an email. Because the event did not happen, there were no fees to be waived.

So what's in it for Miami Beach taxpayers?

The NFL brought its NFL Experience, a six-day Super Bowl expo, to the city's convention center — and waived 15% off the ticket price for residents.

Kids got in free, so did the NFL.

The city agreed to waive up to \$857,540 in rental fees for the NFL to shut down its convention center for much of the week and double as a media center for the roughly 6,000 credentialed media members.

The Host Committee asked the city to suspend permits for unaffiliated commercial advertisements and mobile or temporary food concessions within a mile of all Super Bowl-related events.

City leaders, including

Richardson, said the economic benefit of hosting a Super Bowl far outweighs any incentives the city gave the NFL.

A market analysis and economic impact report presented to the city after the 2010 Super Bowl, the last Super Bowl hosted in South Florida, estimated that the Big Game generated \$82,848,170 in combined media exposure for South Florida. Out-of-town visitors in Miami for the game spent an average of \$947 per day on accommodations, meals, transportation and other expenses, the Host Committee said.

In Miami-Dade County, the direct economic impact of hosting the Super Bowl was \$39.6 million, the report found. Indirect business taxes in the area alone were \$14.1 million.

"I think we have to look at this from an economic impact perspective," said Commissioner Ricky Arriola. "I think the investment directly pays for itself."

He called the city's investments a "no brainer" considering what the city is expecting to receive in return. Without offering specific figures, he said the tax revenues from hotels and added retail sales, along with the media exposure, will give the city a net-positive return on investment.

The expected surge in resort tax revenues can fund city services like the free trolley that runs around the city, Commissioner Mark Samuelian said.

"Those resort taxes allow us to do a better job serving the residents," he said. "I always look at the cost and the benefits, including the impact on our residents. Here, because of the enormous impact on resort taxes, free publicity for the community, I think that our [investment] is extremely well spent."

Martin Vassolo:
305-376-2071,
martindvassolo



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at a Regular Commission Meeting on Wednesday, February 12, 2020 at 7:00 p.m. at the Sherbondy Village Auditorium, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI-BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY WITH INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING SECTION 22-136(E) TO DELETE CERTAIN LANGUAGE REFERRING TRANSIT ORIENTED CORRIDOR AS A SCRIVENER'S ERROR; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 8, 2020).

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	2-12-20	Item Type: (Enter X in box)	Resolution	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1 st Reading	2 nd Reading
		X	Public Hearing: (Enter X in box)	Yes	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes	No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: N/A		
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 ☐ Communcation ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
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, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The applicant has made a request to change zoning to B-3 to allow for self-storage warehouse at 12940 nw 27th avenue. The south parcel is currently zone B-3 which allows for a self-storage facility. The subject property is currently own by Joel-N-Bonwit, Inc. according to the Miami-Dade County Property appraiser's website. The subject Property is previous automotive operation and the current land consists of two parcels

(Folio #08-2128-004-0022 North Parcel, Folio # 08-2128-004-0031 South Parcel), zoning for north parcel is B-2 which allows for commercial uses but does not allow for self-storage facilities. The proposed rezoning was presented to the Planning & Zoning Board at their October 16, 2019 meeting. The P&Z Board recommended approval of this amendment by a 6 to 0 vote. The rezoning, if approved, will allow north parcel to be rezoned for B-3, allowing for the use of a self-storage facility.

BACKGROUND

The applicant proposes to utilize the property as a self-storage facility. The proposed use will include a 107,340 square foot building, 27 parking spaces. The parking lot portion of the development will be located along the rear (west) of the property. The Applicant also indicated in the site plan, proposal to have a masonry construction or a decorative masonry block to prevent the view of parking lot. Furthermore, retention swales are indicated in the Site Plan for drainage purposes. The Community Development Department reviewed the rezoning requests and are in agreeance that the proposed rezoning is consistent with the area and the end result will bring a new productive use to the area. Staff have reviewed the Code of Ordinance and determined that the project was adequately addressed by our City Code. This amendment request was reviewed and recommended for approval by the Planning & Zoning Board Council on October 16th, 2019.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

PCD Staff Report- Safe and Secure Self-Storage – Development Agreement
P & Z Board Meeting Minutes 10-16-19

This Instrument Prepared by:

Office of the City Attorney.
780 Fisherman Street
Opa-locka, FL 33054

**DEVELOPMENT AGREEMENT
BETWEEN THE GREAT CITY OF OPA-LOCKA, FLORIDA;
AND DELICETO, LLC**

THIS AGREEMENT (the “AGREEMENT”) is entered into as of this ____ day of _____, 2020 by and between the CITY OF OPA-LOCKA, FLORIDA (“CITY”), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 780 Fisherman Street, Opa-Locka Florida 33054, and DELICETO, LLC (“DEVELOPER”), a Florida limited liability company, whose mailing address is 101 Pugliese Way, 2nd Floor, Delray Beach, Florida 33444; its successors and assigns as follows:

W I T N E S S E T H:

WHEREAS, JOEL N. BONWIT, INC. (“OWNER”), a Florida corporation, whose mailing address is 7900 SW 185th Terrace, Miami, Florida 33157, is the fee simple OWNER of approximately 1.22 acres of land located on two contiguous parcels, within the municipal boundaries of the CITY and identified by Miami-Dade County Tax Folio No. 08-2128-004-0022 (“NORTH PARCEL”) and Folio No. 08-2128-0004-0031 (“SOUTH PARCEL”), hereinafter collectively referred to as (the “PROPERTY”), the legal description of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the OWNER has executed a Power of Attorney, authorizing the DEVELOPER to speak, negotiate, and commit to the Opa-Locka CITY Commission (“CITY COMMISSION”) and Administration on its behalf in reference to the above described PROPERTY, a copy of the executed Power of Attorney is attached hereto and made part hereof as Exhibit B; and

WHEREAS, the DEVELOPER submitted a Master Site Plan Application to the CITY to construct a self-storage facility (“PROPOSED DEVELOPMENT”) on the PROPERTY; and

WHEREAS, the CITY COMMISSION adopted Resolution No. _____ approving a Master Site Plan for the PROPOSED DEVELOPMENT which includes approximately 107,340 square feet of self-storage warehouse and 43 surface parking spaces; and

WHEREAS, according to Sections 163.3220 through 163.3243, F.S., known as the Florida Local Government Development AGREEMENT Act, the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to an OWNER that it may proceed in accordance with existing laws and policies, subject to the conditions of a development AGREEMENT, strengthens the public planning process, encourages sound capital improvement planning and financing assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, the OWNER and the CITY desire to establish certain terms and conditions relating to the PROPOSED DEVELOPMENT of the PROPERTY and wish to establish identifiable parameters for future development; and

WHEREAS, the CITY COMMISSION pursuant to Resolution No. _____ adopted on _____, 2020, authorizes the CITY Manager to execute this AGREEMENT upon the terms and conditions set forth below on behalf of the CITY, and the OWNER has authorized the DEVELOPER to execute this AGREEMENT upon the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the OWNER and CITY agrees to as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this AGREEMENT are hereby deemed a part hereof.
2. Consideration. The Parties hereby agree that the consideration and obligations recited and provided for under this AGREEMENT constitute substantial benefits to both parties and thus adequate consideration for this AGREEMENT.
3. Definitions.
 - (a) “Additional Term” means anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - (b) “AGREEMENT” means this Chapter 163, F.S., Development AGREEMENT between the CITY and OWNER.
 - (c) “CITY” means the CITY of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.
 - (d) “Comprehensive Plan” means the plan adopted by the CITY pursuant to Chapter 163, F.S.
 - (e) “OWNER” means the persons or entities undertaking the development of the PROPERTY, defined in the preamble to this AGREEMENT and/or any of its respective successors, assigns, or heirs thereof.
 - (f) “Development” means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.
 - (g) “Development Permit” includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of

local government having the effect of permitting the development of land.

(h) “Effective Date” is the date this AGREEMENT is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

(i) “Entire Term” is the total term of this AGREEMENT, combining the Initial Term (30 years) and the Additional Term, as defined herein.

(j) “Execution Date” is the date that all parties have affixed their signatures to this AGREEMENT.

(k) “Existing Zoning” means: (a) all entitlements associated with the CITY's approval of the Site Plan, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the CITY of Opa-Locka, including the CITY of Opa-Locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.

(l) “Governing Body” means the CITY of Opa-Locka's CITY Commission.

(m) “Initial Term” is 30 years commencing on the Effective Date.

(n) “Land” means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, except as provided herein.

(o) “Land Development Regulations” means ordinances, rules and policies enacted or customarily implemented by the CITY for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

(p) “Laws” means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the CITY of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance and the Resolution Number.

(q) “Parties” means the CITY and the OWNER.

(r) “Project” is the PROPOSED DEVELOPMENT which includes approximately 107,340 square feet of self-storage warehouse and 43 surface parking spaces.

(s) “PROPERTY” means the approximately 1.22 acres of land located within the municipal boundaries of the CITY and identified by Miami-Dade County Tax Folio Nos. 08-2128-004-0022 and 08-2128-0004-0031, the legal description of which is attached hereto and made a part hereof as **Exhibit A**.

(t) “Public Facilities” means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the CITY's Comprehensive Plan sets forth required levels of service.

(u) “Resolution” means the resolution defined in the preamble to this AGREEMENT, CITY of Opa-Locka Resolution No. _____ and Resolution No. _____ approving the Deliceto, LLC Project Site Plan and the Development Agreement.

4. Intent. It is the intent of the OWNER and the CITY that this AGREEMENT shall be construed and implemented as a Development AGREEMENT among the parties pursuant to the Florida Local Government Development AGREEMENT Act, Section 163.3220 through 163.3243, F.S. (“Act”), in compliance with Article V, Section 22-112 of the CITY of Opa-Locka's Land Development Regulation Code, the Ordinance, and the Resolution.
5. Effective Date. Immediately upon approval by the CITY and execution by all parties, the CITY shall record, with recording fees paid by the OWNER, the AGREEMENT with the clerk of the Circuit Court for Miami-Dade County. This AGREEMENT shall become binding on the Effective Date. Notwithstanding the Effective Date provided herein and required by Section 163.3239, P.S., the CITY and the OWNER shall act in good faith to carry out the intent of the AGREEMENT upon the Execution Date.
6. Term of AGREEMENT and Binding Effect. This AGREEMENT shall run with the land, remain in full force and effect, and be binding on all Parties (including the OWNER) and all persons claiming under it for an Initial Term of 30 years from the Effective Date, and may be extended for one or more Additional Term(s) thereafter by mutual consent of the parties subject to 2 public hearings pursuant to Section 163.3225, F.S. Consent to any extension of this AGREEMENT requires approval of both parties to this AGREEMENT. No notice of termination shall be required by either party upon the expiration of this AGREEMENT and thereafter the parties hereto shall have no further obligations under this AGREEMENT. The obligations imposed pursuant to this AGREEMENT upon the parties and upon the PROPERTY shall run with and bind the PROPERTY as covenants running with the PROPERTY, and this AGREEMENT shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and/or assigns.
7. Termination. No notice of termination shall be required by either Party upon the expiration of this AGREEMENT and thereafter the Parties hereto shall have no further obligations under this AGREEMENT.
8. Expiration/Termination/Default. Upon the expiration of the AGREEMENT, the CITY shall have ability and the rights under its police power to adopt Zoning Regulations not inconsistent with the rights granted hereunder. In the event of termination or default, no further rights under this AGREEMENT shall exist, whether brought under a claim of vested right, equitable estoppel or otherwise.
9. Development Conditions. In accordance with Section 163.3227(c), F.S., the OWNER agrees as follows:
 - (a) All impacted Public Facilities shall be adequate to serve the PROPERTY at an acceptable level of service prior to the issuance of a Certificate of Occupancy for the Project and shall be served by water and sanitary sewer main extensions as required by the CITY in accordance with Miami-Dade County permitting

requirements.

(b) All Public Facility improvements required by the CITY, by Miami-Dade County, Florida, or voluntarily proposed by the OWNER to be installed by OWNER shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.

(c) All signage shall comply with all CITY sign code ordinance requirements.

(d) OWNER will abide by and not deviate from the terms of its graphic and verbal representation submitted to the CITY Commission to receive approval of the Master Site Plan. Such items include, but are not specifically limited to:

- Design of all physical structures, water bodies, private and public improvements and the color and dimensional characteristics of all building materials.
- All landscaping, loading and parking spaces must be provided and maintained as shown on the site plan.

(e) OWNER guarantees to preserve and maintain all building and structures consistent with the Deliceto, LLC Master Site Plan, or to cause any tenant of the Property to do so for the entire period in which the OWNER owns the land or control at least 51% ownership of the PROPERTY, or controls at least 10% of any entity to which his AGREEMENT has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this agreement until August, 2050.

(t) OWNER shall submit annual reports and additional documentation to the CITY as required by the Resolution to verify continuing compliance with the Resolution.

(g) The OWNER will not physically alter or substitute the design of structures, materials and colors included in the Deliceto, LLC site plan except as approved by the CITY in the CITY's sole discretion. If building materials or colors are no longer available, the burden shall be on the OWNER to prove that said materials or colors are in fact unavailable.

(h) The OWNER, and any Assignees, Successors or any other OWNER of the PROPERTY shall not apply to the Value Adjustment Board to obtain a lower assessment on the subject PROPERTY of this Development AGREEMENT during the 30 years this Development AGREEMENT is in effect.

(i) OWNER agrees that the CITY may enter onto the PROPERTY to confirm compliance with the terms of this AGREEMENT.

(j) The OWNER shall strive to employ qualified residents from the CITY of Opa-Locka to work at the PROPERTY (prior to and after construction). In order to accomplish this task the OWNER shall coordinate with the CITY of Opa-Locka and the Career Source of South Florida Office located in the CITY in accordance with the Memorandum of Understanding between the CITY of Opa-Locka and Career Source. The OWNER will strive to hire at least (10) ten qualified residents during the construction phase of the project. Following the construction of the Project, the OWNER will timely notify the Career Source office of any available

positions.

(k) Owner agrees to host job fairs before and during the construction phase of the development for construction jobs.

(l) The OWNER shall also encourage all contractors and subcontractors to employ Opa-Locka residents through the assistance of the Career Source South Florida office in coordination with the CITY of Opa-Locka and in accordance with the Memorandum of Understanding between the CITY of Opa-Locka and Career Source.

(l) All trash and garbage containers shall comply with all CITY dumpster enclosure requirements.

(m) The following timeline shall be complied with by Deliceto, LLC, the DEVELOPER. Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:

- Apply for building permits: within 6 months from the execution of the Development Agreement. The CITY Manager may grant a single 6-month extension for good cause shown.
- Must start construction: within 18 months following issuance of permits. The CITY Manager may grant a single 12-month extension for good cause shown.
- Must complete project: within 24 months following issuance of permits. The CITY Manager may grant a single 12-month extension for good cause shown.

10. Development Permits. In accordance with Section 163.3227(1), F.S., the CITY need to approve the following additional development permits upon proper submission of all requirements, and CITY review or inspections, for the OWNER to develop the Project:

- (a) Site plan approvals;
- (b) Modifications to existing approvals and permits, including the Proposed Deliceto, LLC Site Plan.
- (c) Water, sewer, paving and drainage permits;
- (d) Building permits;
- (e) Sign permits;
- (f) Certificates of use and occupancy; and
- (g) Any other official action of the CITY and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of PROPERTY.
- (h) Any CITY liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this AGREEMENT.

- (i) All currently non-compliant physical structures or vehicles shall be removed prior to the execution of this AGREEMENT.

11. Public Services and Facilities; Concurrency. In accordance with Section 163.3227(d), F.S., the CITY and the OWNER anticipate that the PROPERTY and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, the CITY, and/or as contemplated in this Proposed Project Name/type Site Plan. The PROPERTY and the Project will also be served by all public facilities provided in the CITY's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the CITY hereby agrees to provide, reserve, and allocate enough public facility capacity including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the PROPERTY for the period of this AGREEMENT. The OWNER shall be bound by the CITY impact fees and assessments in existence as of the Effective Date of this AGREEMENT. Nothing in this paragraph shall relieve the OWNER of the requirement to pay impact fees and assessments.

12. Consistency with Comprehensive Plan. In accordance with Section 163.3227(g), F.S., the CITY hereby finds and declares that the OWNER's development of the Project on the PROPERTY complies with the Laws, ordinances, regulations and policies of the CITY of Opa-Locka, and is consistent with the CITY's Laws, Comprehensive Plan and Land Development Regulations.

13. Reservation or Development Rights. Except as otherwise provided in the Act for the Entire Term of this AGREEMENT, the CITY hereby agrees that it shall permit the development of the Project in accordance with the Laws of the CITY of Opa-Locka, including the CITY's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this AGREEMENT, subject to the conditions of this AGREEMENT. Except as otherwise provided in the Act, the CITY's Laws and policies governing the development of the PROPERTY as of the Effective Date of this AGREEMENT shall govern the development of the PROPERTY for the Entire Term of this AGREEMENT unless terminated. Development of the PROPERTY as outlined herein shall not be subject to any future changes to the Laws of the CITY, including the CITY's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Entire Term of this AGREEMENT, except to the extent that the OWNERS consent to such changes and except as otherwise provided in the Act. The CITY may apply subsequently adopted laws or policies to the PROPERTY only as permitted or required by the Act or as provided above or upon this AGREEMENT being terminated or having expired.

14. Zoning and Other Approvals. The Parties hereto recognize and agree that certain provisions of this AGREEMENT require the CITY and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions as set forth in this AGREEMENT. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the CITY's jurisdiction under the police power. Nothing in this AGREEMENT shall be construed to prohibit the CITY from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the PROPERTY.

15. Necessity of Complying With Local Regulations Relative to Development Permits. In accordance with Section 163.3227(i), F.S., this AGREEMENT is not and shall not be construed as a development permit or authorization to commence Development. The OWNER and the CITY agree that the failure of this AGREEMENT to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this AGREEMENT shall not relieve the OWNER of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the OWNER to develop the PROPERTY in a manner that is inconsistent with the Laws of the CITY of Opa-Locka in existence as of the Effective Date.

16. Good Faith; Further Assurances. The parties to this AGREEMENT have negotiated in good faith. It is the intent and AGREEMENT of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this AGREEMENT in order to secure to themselves the mutual benefits created under this AGREEMENT. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this AGREEMENT, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the CITY's police power or actions of the CITY when acting in a quasi-judicial capacity.

17. Notices. Any notice required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the CITY at: **City Manager**
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

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

If to the DEVELOPER at: **DELICETO, LLC**
101 Pugliese Way, 2nd Floor
Delray Beach, Florida 33444

Attn.: Alejandro Zurita

With a copy to:

Greenspoon Marder, LLP

200 E. Broward Blvd.

Suite 1800

Fort Lauderdale, Florida 33301

Attn: Alicia J. Lewis, Esq.

18. Governing Laws, Construction and Litigation. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida. The OWNER and the CITY agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this AGREEMENT. All the parties to this AGREEMENT have participated fully in the negotiation and preparation hereof; and accordingly, this AGREEMENT shall not be more strictly construed against any of the parties hereto. In construing this AGREEMENT, captions, and section and paragraph headings shall be disregarded. All the exhibits referenced in this AGREEMENT are incorporated in, and made a part of, this AGREEMENT. In the event of any litigation between the parties under this AGREEMENT for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

Pursuant to Section 163.3241, F.S., if state or federal laws are enacted after the execution of this AGREEMENT that are applicable to and preclude the parties' compliance with the terms of this AGREEMENT, such AGREEMENT shall be modified or revoked as is necessary to comply with the relevant state or federal laws

19. Severability. If any term or provision of this AGREEMENT is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this AGREEMENT shall be construed to be in full force and effect.

20. Entire Agreement. This AGREEMENT sets forth the entire AGREEMENT and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the OWNER and the CITY. Neither party shall be bound by any AGREEMENT, condition, warranty or representation other than as expressly stated in this AGREEMENT and this AGREEMENT may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.

21. Indemnification. The OWNER shall indemnify and hold harmless the CITY, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising from this AGREEMENT instituted by third parties.

22. Periodic Review of AGREEMENT. Pursuant to Section 163.3235, F.S., the CITY shall review the PROPERTY subject to this AGREEMENT at least once every 12 months

to determine if there has been demonstrated good faith compliance with the terms of this AGREEMENT. If the CITY finds, based on substantial competent evidence, that there has been a failure to comply with the terms of this AGREEMENT, this AGREEMENT may be revoked or modified by the CITY.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the respective dates under each signature.

CITY:

CITY OF OPA-LOCKA

A municipal corporation organized and existing
under the laws of the State of Florida

By: _____
CITY MANAGER

Dated: _____

ATTEST:

CITY CLERK

Dated: _____

Approved for form and legal sufficiency:

CITY ATTORNEY

Dated: _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of the City of Opa-Locka, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name: _____

DEVELOPER:

Signed, sealed and delivered
In the presence of:

DELICETO, LLC
a Florida limited liability company

(Signature)

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by _____, as _____ of _____,
a _____, who is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name: _____

**PLANNING & ZONING MEETING
TUESDAY, October 8, 2019**

ROLL CALL:

The Planning & Zoning Board of the City of Opa-locka, Miami-Dade County, met in a special session on Tuesday, October 8, 2019 at 7:10 p.m. at Sherbondy Village, 215 Perviz Avenue. The following members of the Planning & Zoning Meeting were present: Board Member Claudienne Hibbert, Board Member Dawn Mangham, Board Member Lloyd Tyler, & Chairman Elio Guerrero.

*Board Member Germane Barnes & Board Member Rose Tydus were absence.

Also in Attendance were Planning & Community Development Director, Gregory Gay, Zoning Official, Gerald Lee, City Planner, Corion Delaine, Administrative Assistant, Kinshannta Hall, and Attorney Crawford.

II INVOCATION AND PLEDGE: Board Member Lloyd Tyler led the Prayer and the Pledge of Allegiance was stated after the Prayer.

III APPROVAL OF MINUTES: Discussion of Minutes from June 4, 2019 Meeting

Chairman Elio Guerrero asked if a motion could be made to have the minutes approved from June 4, 2019 meeting. Board Member Lloyd Tyler made a motion to approve the minutes. Board Member Dawn Mangham second the motion.

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

Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

IV. PUBLIC HEARING:

1. APPLICANT NAME: DELLCETO, LLC
101 PUGLIESE WAY, 2ND FLOOR,
DELRAY BEACH, FL 33444

PROPERTY OWNER : JOEL-N-BONWIT, INC.
12940 NW 27TH AVENUE, OPA-LOCKA, FL 33054

PROPERTY ADDRESS: THE PARCEL AT THE CORNER OF NW 129TH STREET
AND NW 27TH AVENUE, OPA-LOCKA, FL 33054; FOLIO
08-2128-004-0022.

REQUEST: AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL TO REZONE THE PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE FROM B-2 TO B-3 TO ALLOW THE CONSTRUCTION OF A SELF STORAGE FACILITY ON THIS PARCEL AND 12940 NW 27TH AVENUE, OPA-LOCKA, FL 33054, IDENTIFIED BY FOLIOS 08-2128-004-0022 AND 08-2128-004-0031; PROVIDING FOR AN EFFECTIVE DATE

The Applicants came before the Planning & Zoning Board to present their project. The applicants provided details on how rezoning the parcel will be beneficial for their project and the benefits of contributing to the Community. After presenting the applicants were able to ask any questions.

Chairman Guerrero: Any additional questions or concerns anyone?

Chairman Guerrero: Any questions for staff? Public hearing is now open for item number one.

***Public Hearing is open.**

***Public Hearing is now closed (No questions) from the Public were asked.**

***City Staff recommends approval.**

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Lloyd Tyler made a motion to approve the request recommending approval to rezone the parcel located at the corner of NW 129th Street and NW 27th Avenue from B-2 to B-3 to allow the construction of a self-storage facility on this parcel and 12940 NW 27th Avenue, Opa-locka, FL 33054, Identified by folios 08-2128-004-0022 AND 08-2128-004-0031; providing for an effective date. Board Member Dawn Mangham second the motion.

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

Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

2. APPLICANT NAME: **DELLCETO, LLC**
101 PUGLIESE WAY, 2ND FLOOR,
DELRAY BEACH, FL 33444

PROPERTY OWNER : **JOEL-N-BONWIT, INC.**
12940 NW 27TH AVENUE, OPA-LOCKA, FL 33054

PROPERTY ADDRESS: **THE PARCEL AT THE CORNER OF NW 129TH**
STREET AND NW 27TH AVENUE, OPA-LOCKA, FL 33054
AND THE ADJACENT PARCEL AT 12940 NW 27TH
AVENUE, OPA-LOCKA, FL 33054

REQUEST: **A RESOLUTION OF THE PLANNING & ZONING BOARD**
OF THE CITY OF OPA-LOCKA, FLORIDA,
RECOMMENDING FINAL SITE PLAN REVIEW
APPROVAL FOR THE CONSTRUCTION AND
OPERATION OF A SELF STORAGE FACILITY ON THE
PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND
THE ADJACENT PARCEL LOCATED AT THE CORNER
OF NW 129TH STREET AND NW 27TH AVENUE AND
IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-
004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS;
PROVIDING FOR AN EFFECTIVE DATE.

The Applicants came before the Planning & Zoning Board to present their project. The applicants provided details on how beneficial their project will be providing documents which mainly included the site plan for their project and the benefits of contributing to the Community. After presenting the applicants were able to ask any questions.

Chairman Guerrero: Any additional questions or concerns anyone?

***City Staff recommends approval.**

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Lloyd Tyler made a motion to approve the request recommending final site plan review approval for the construction and operation of a self-storage facility on the property located at 12940 NW 27th avenue and the adjacent parcel located at the corner of NW 129th Street and NW 27th Avenue and identified by folios 08-2128-004-0031 and 08-2128-004-0022, In the B-2 and B-3 zoning districts; providing for an effective date. Board Member Dawn Mangham second the motion.

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

Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

3. APPLICANT NAME: **DELLCETO, LLC**
101 PUGLIESE WAY, 2ND FLOOR,
DELRAY BEACH, FL 33444

PROPERTY OWNER: **JOEL-N-BONWIT, INC.**
12940 NW 27TH AVENUE, OPA-LOCKA, FL 33054

PROPERTY ADDRESS: **THE PARCEL AT THE CORNER OF NW 129TH STREET**
AND NW 27TH AVENUE, OPA-LOCKA, FL 33054 AND
THE ADJACENT PARCEL AT 12940 NW 27TH AVENUE,
OPA-LOCKA, FL 33054

REQUEST: **A RESOLUTION OF THE PLANNING & ZONING BOARD**
OF THE CITY OF OPA-LOCKA, FLORIDA,
RECOMMENDING DEVELOPMENT AGREEMENT

**APPROVAL FOR THE CONSTRUCTION AND
OPERATION OF A SELF STORAGE FACILITY ON THE
PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND
THE ADJACENT PARCEL LOCATED AT THE CORNER
OF NW 129TH STREET AND NW 27TH AVENUE AND
IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-
004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS;
PROVIDING FOR AN EFFECTIVE DATE.**

The Applicants came before the Planning & Zoning Board to present their project. The applicants provided details on how beneficial their project will be providing documents which mainly included the development agreement for their project and the benefits of contributing to the Community. After presenting the applicants were able to ask any questions.

Chairman Guerrero: Any additional questions or concerns anyone?

***City Staff recommends approval.**

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Lloyd Tyler made a motion to approve the request recommending development agreement approval for the construction and operation of a self-storage facility on the property located at 12940 NW 27th avenue and the adjacent parcel located at the corner of NW 129th Street and NW 27th avenue and identified by folios 08-2128-004-0031 and 08-2128-004-0022, in the B-2 and B-3 zoning districts; providing for an effective date. Board Member Dawn Mangham second the motion.

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

Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

4. **APPLICANT NAME: CITY OF OPA-LOCKA**

PROPERTY OWNER: CITY OF OPA-LOCKA

PROPERTY ADDRESS: THE CITY OF OPA-LOCKA, FL 33054

REQUEST: AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31, THE ZONING CODE, ARTICLE IV: DISTRICTS, PERMITTED USES, AND DEVELOPMENT STANDARDS, A - SECTION 22-101 LODGING IN THE CITY OF OPA-LOCKA; CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE ZONING CODE AND AN EFFECTIVE DATE.

The City Staff made their presentation which included the City Planner Corion Delaine. After making the presentation and explaining all details, City Staff recommends approval.

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Lloyd Tyler made a motion to approve the request amending ordinance 15-31, the zoning code, article IV; districts, permitted uses, and development standards, A-Section 22-101 lodging in the City of Opa-locka; containing a repealer provision and severability clause; providing for an inclusion in the zoning code and an effective date. Board Member Dawn Mangham second the motion. There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

5. APPLICANT NAME: CITY OF OPA-LOCKA

PROPERTY OWNER: CITY OF OPA-LOCKA

PROPERTY ADDRESS: THE CITY OF OPA-LOCKA, FL 33054

REQUEST: AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31, THE ZONING CODE, ARTICLE V: SUPPLEMENTAL STANDARDS: A - SECTION 22-112 DEVELOPER AGREEMENT AND RESTRICTIVE COVENANTS;

B - SECTION 22-114-SELF-STORAGE / WAREHOUSE /INDUSTRIAL USES/RESEARCH AND DEVELOPMENT;

C - SECTION 22-115 COMMERCIAL (TRUCK) PARKING FACILITIES; COMMERCIAL MAINTENANCE STANDARDS;

D - SECTION 22-116 STORAGE OF COMMERCIAL, RECREATIONAL VEHICLES, BOATS AND VESSELS;

E - SECTION 22-118 MAINTENANCE OF PROPERTY BY OWNER;

F - SECTION 22-123 ASSISTED LIVING FACILITIES, SOCIAL SERVICE FACILITIES AND RESIDENTIAL CARE FACILITIES;

G - SECTION 22-135 EVENTS AND ENTERTAINMENT;

H - SECTION 22-140 AUTO SERVICE STATIONS;

I-SECTION 22-142 URBAN AGRICULTURE;

J- SECTION 22-143 CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN;

K - SECTION 22-144 JUNKYARDS;

L - SECTION 22-145 PACKAGE LIQUOR STORE STANDARDS;

**M-SECTION 22-146 PAWNBROKERS,
SECONDHAND DEALERS, PRECIOUS METAL
RECYCLERS**

**N - SECTION 22-147 MINIMUM HOUSING
STANDARDS;**

**O - SECTION 22-148 COMMERCIAL
MAINTENANCE STANDARDS;**

**P – SECTION 22-149 AUTOMOTIVE AND
VEHICLE SALES;**

**CONTAINING A REPEALER PROVISION AND
SEVERABILITY CLAUSE; PROVIDING FOR
INCLUSION IN THE ZONING CODE AND AN
EFFECTIVE DATE.**

The City Staff made their presentation which included the City Planner Corion Delaine. After making the presentation and explaining all details, City Staff recommends approval.

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Dawn Mangham made a motion to approve the amending Ordinance 15-31, The zoning code, Article V: Supplemental Standards: A section 22 through P section 22 containing a repealer provision and severability clause; providing for inclusion in the zoning code and an effective date. Board Member Lloyd Tyler second the motion. There being no discussion, the motion passed by a 4-0.

Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

6. **APPLICANT NAME:** CITY OF OPA-LOCKA

PROPERTY OWNER: CITY OF OPA-LOCKA

PROPERTY ADDRESS: THE CITY OF OPA-LOCKA, FL 33054

REQUEST: AN ORDINANCE OF THE PLANNING & ZONING BOARD OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING ORDINANCE 15-31, THE ZONING CODE, ARTICLE VI: OFF-STREET PARKING AND LOADING REQUIREMENTS, A - SECTION 22-153 PARKING SPECIFICATION B - SECTION 22-161 OFF STREET PARKING REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL AND DUPLEX ZONING DISTRICTS IN THE CITY OF OPA-LOCKA; CONTAINING A REPEALER PROVISION AND SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE ZONING CODE AND AN EFFECTIVE DATE.

The City Staff made their presentation which included the City Planner Corion Delaine. After making the presentation and explaining all details, City Staff recommends approval.

After carefully reviewing all documents and asking a few questions Chairman Elio Guerrero asked for a motion to approve or deny their request. Board Member Dawn Mangham made a motion to approve the request of amending ordinance 15-31, the zoning code, article VI: Off-Street parking and loading requirements. A-Section 22-153 Parking Specification, B-Section 22-161 Off Street Parking Requirements for single-family residential and duplex zoning districts in the City of Opa-locka; containing a repealer provision and severability clause; providing for inclusion in the zoning code and an effective date. Board Member Lloyd Tyler second the motion. There being no discussion, the motion passed by a 4-0.

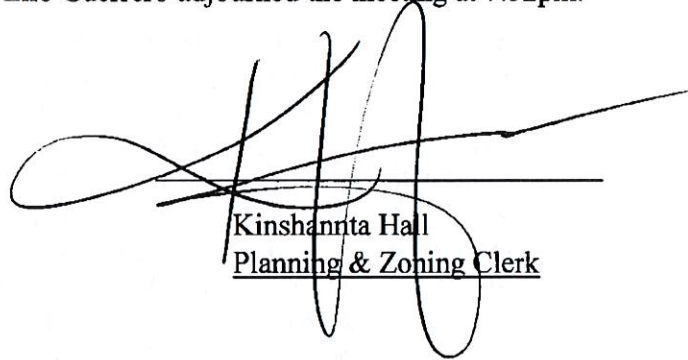
Claudienne Hibbert	Yes
Dawn Mangham	Yes
Lloyd Tyler	Yes
Elio Guerrero	Yes

STAFF UPDATE

VI ADJOURNMENT

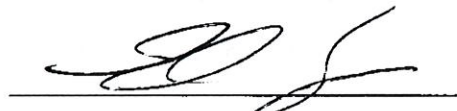
Chairman Elio Guerrero adjourned the meeting at 7:52pm.

Submitted by

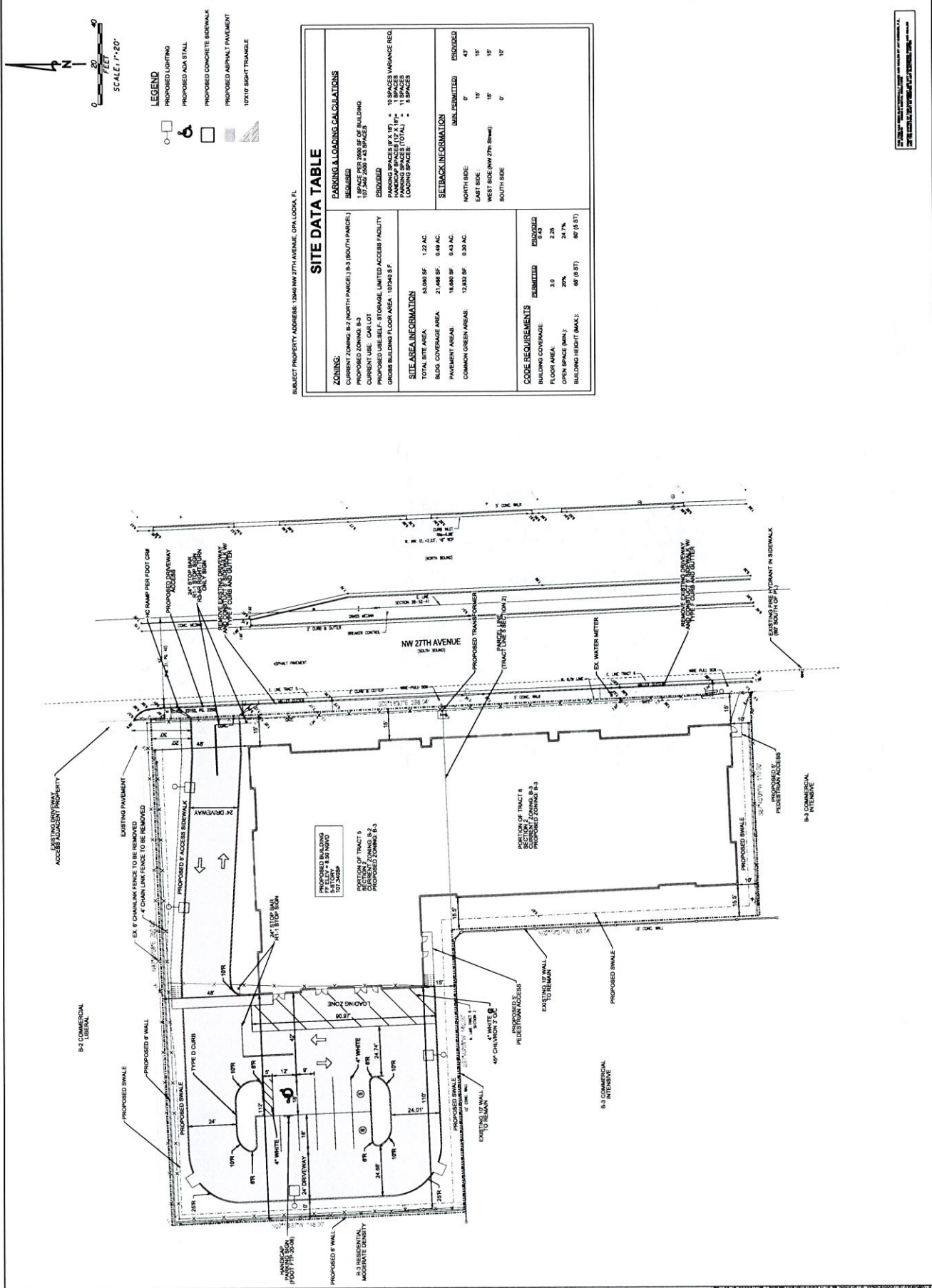


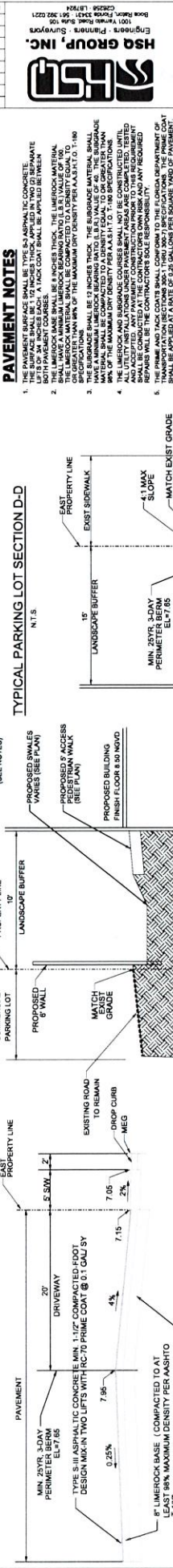
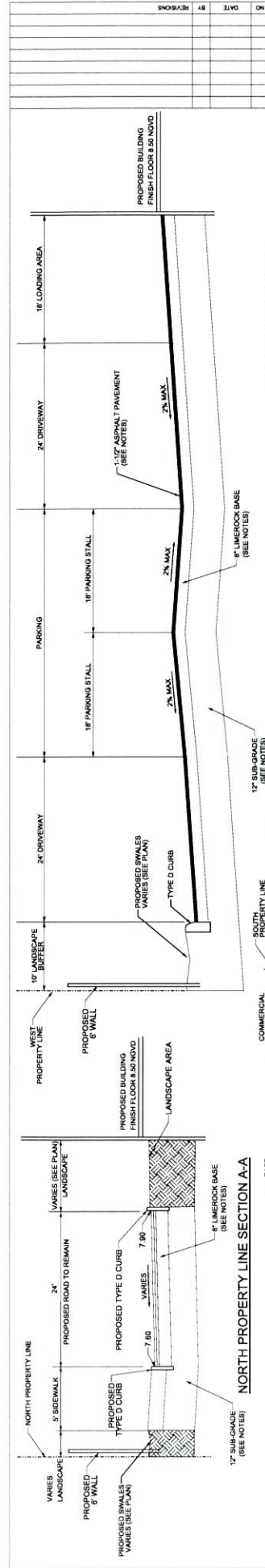
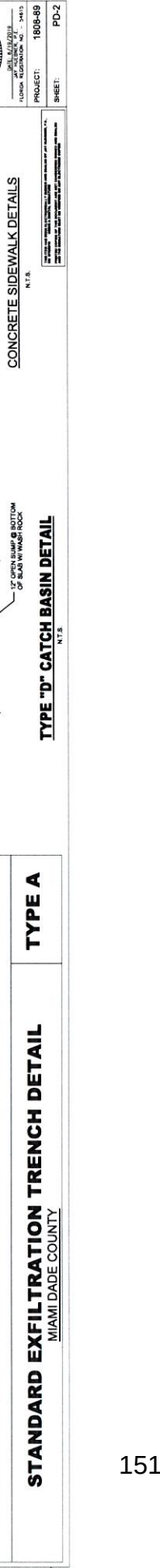
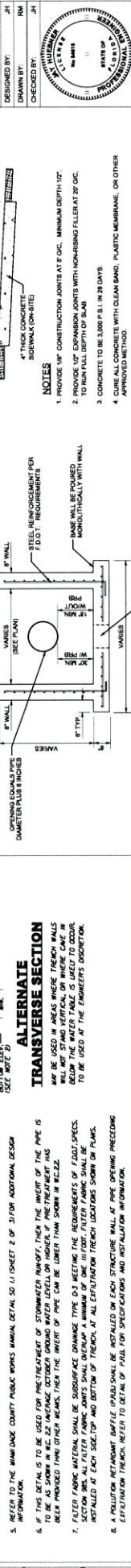
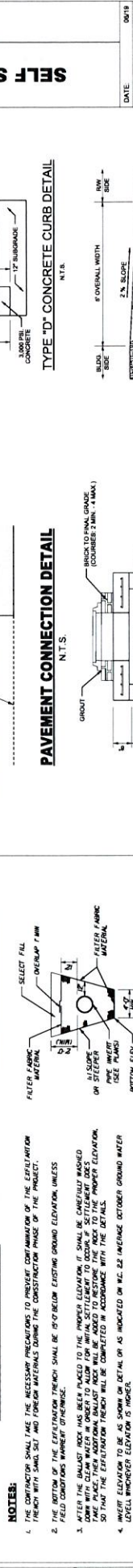
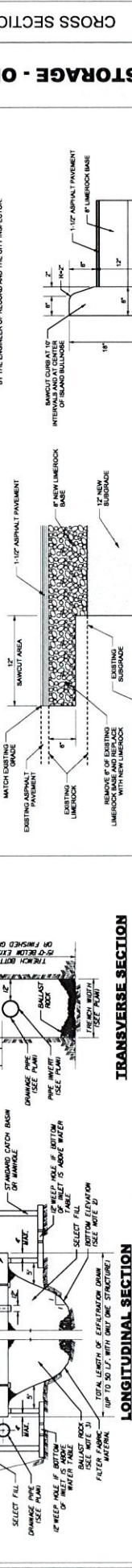
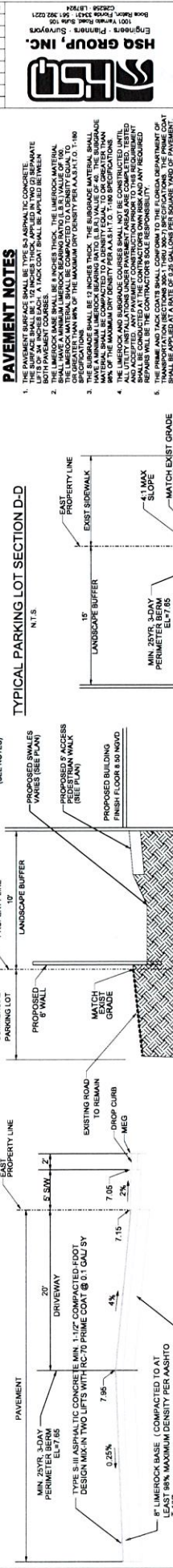
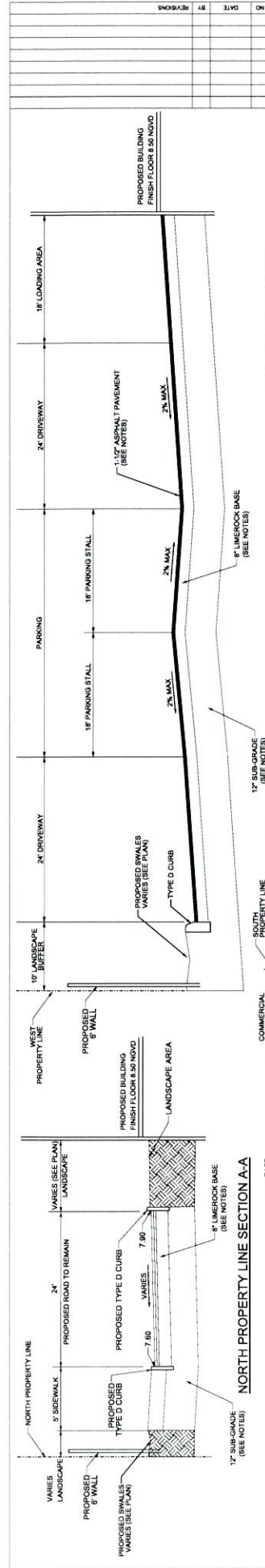
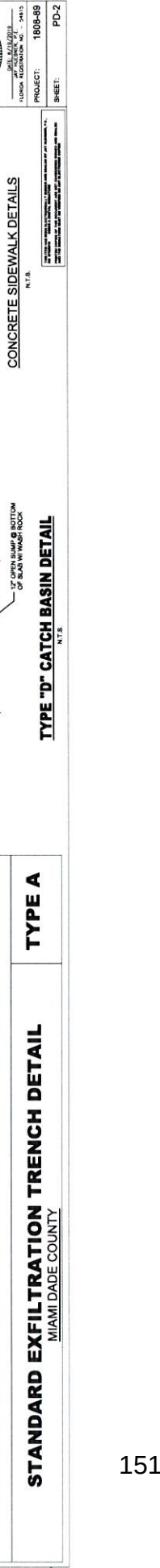
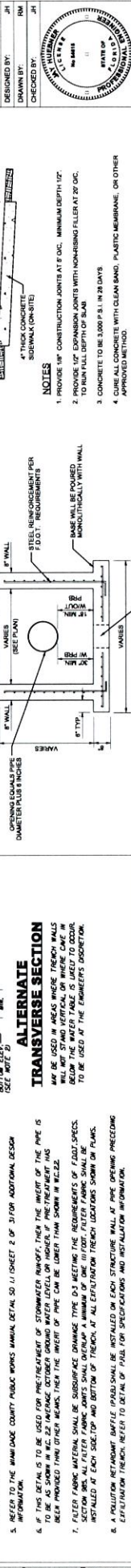
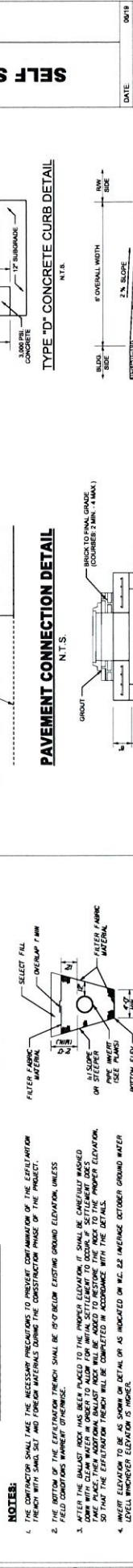
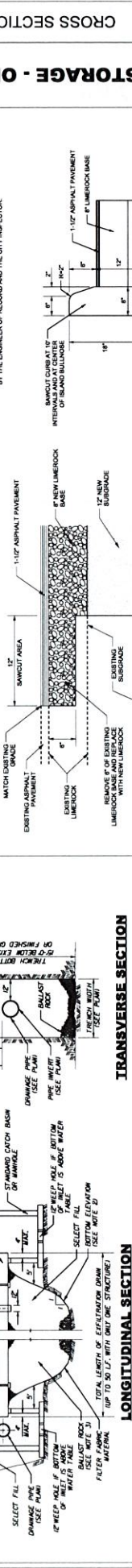
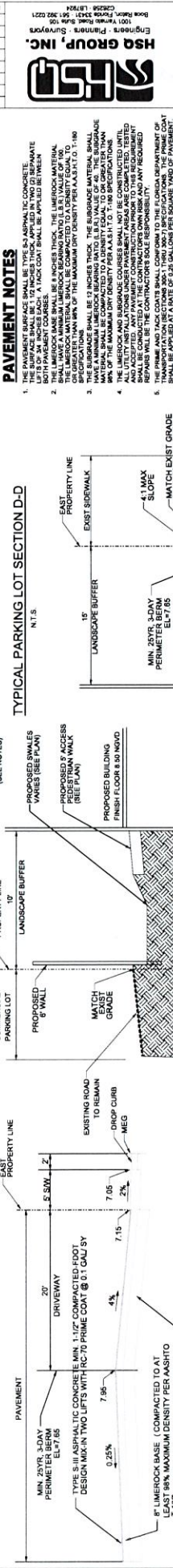
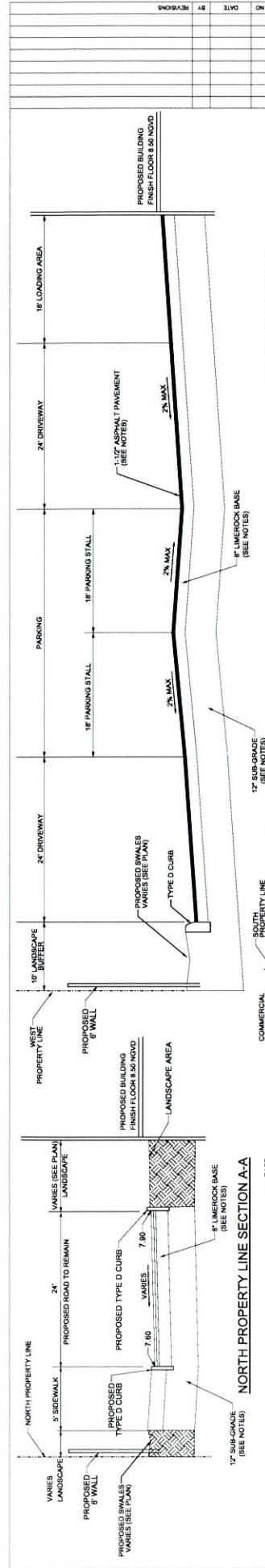
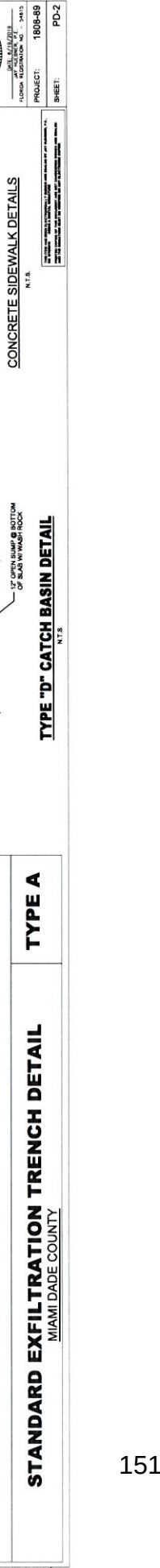
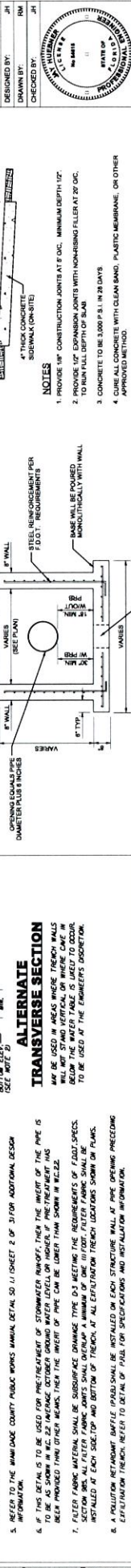
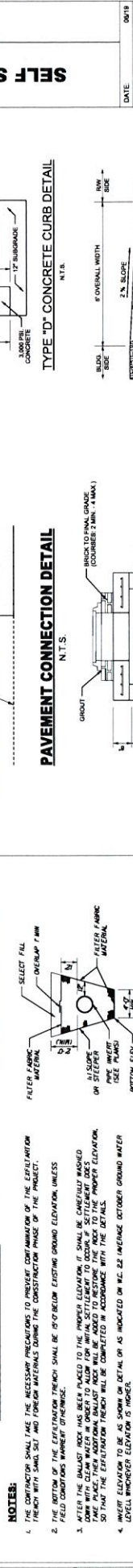
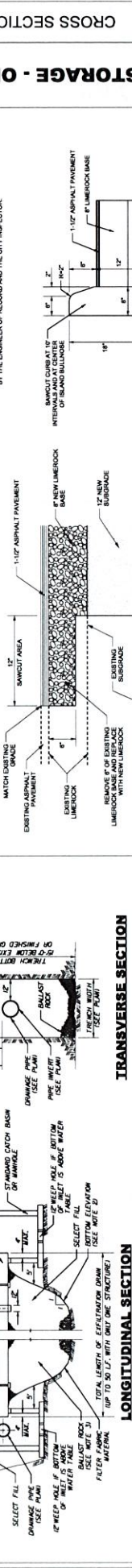
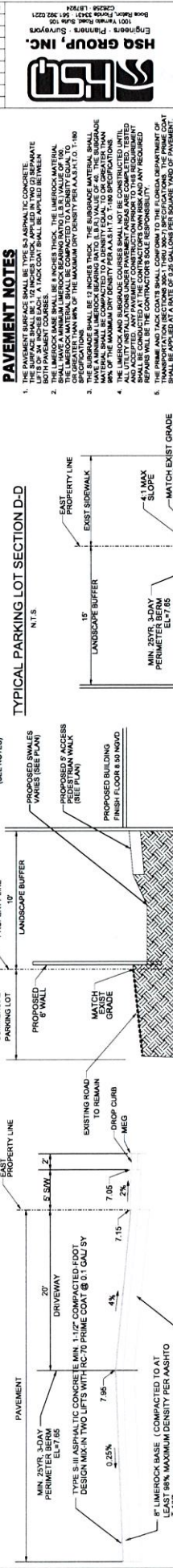
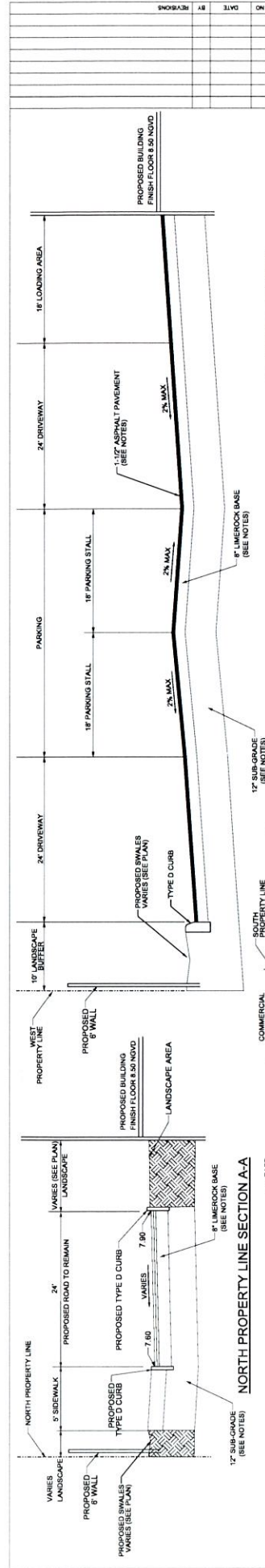
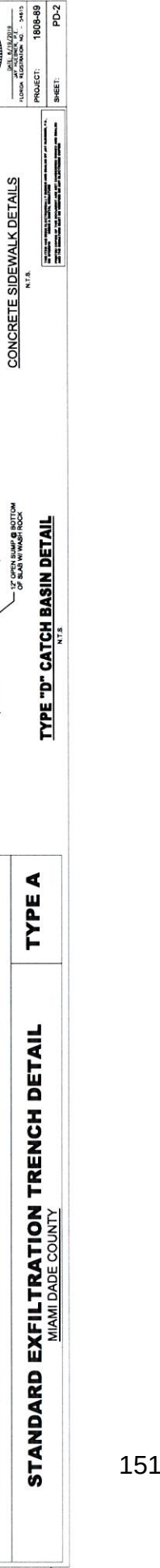
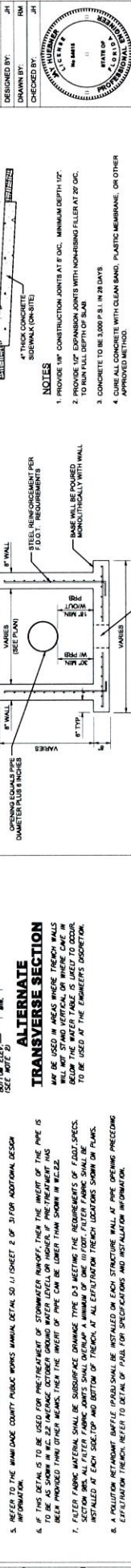
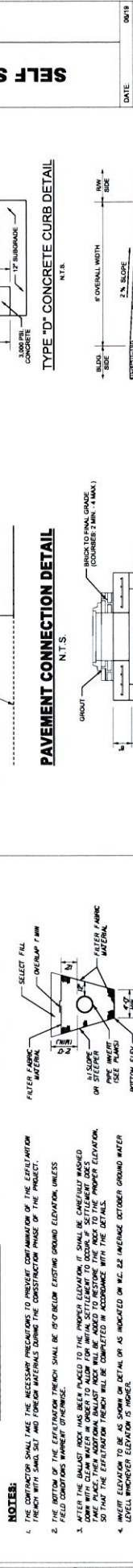
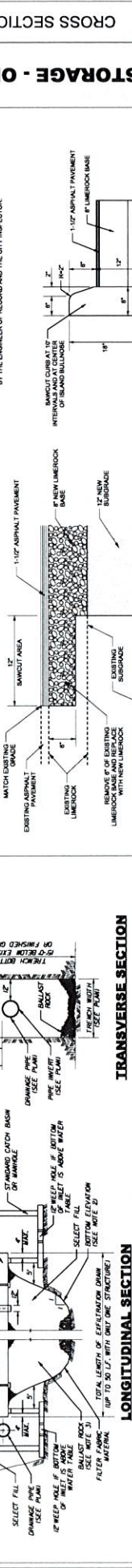
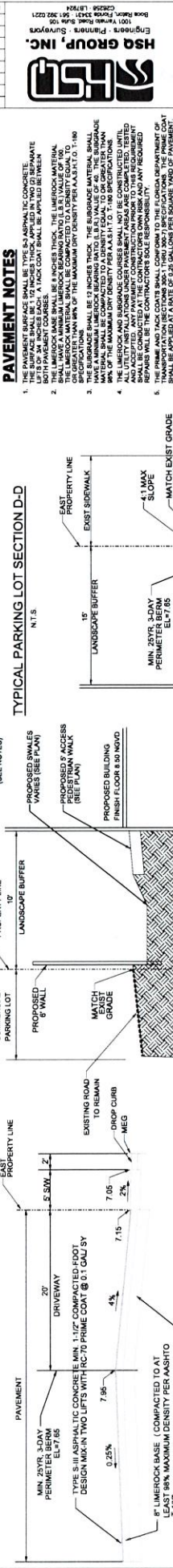
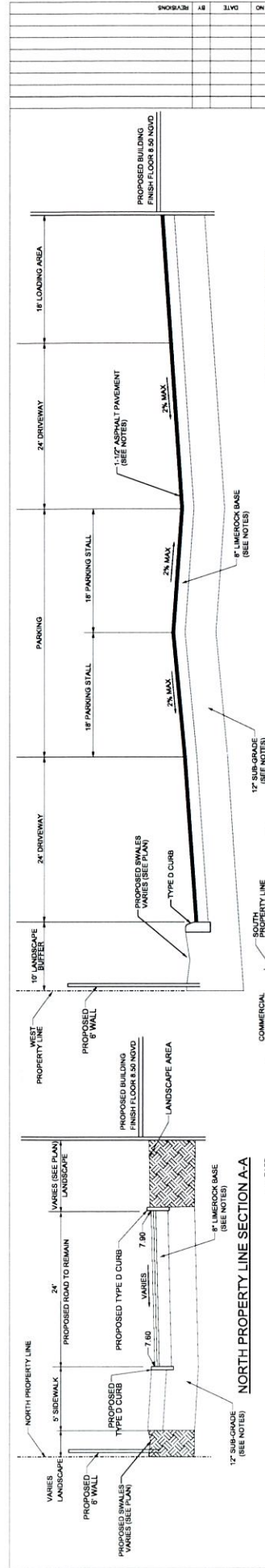
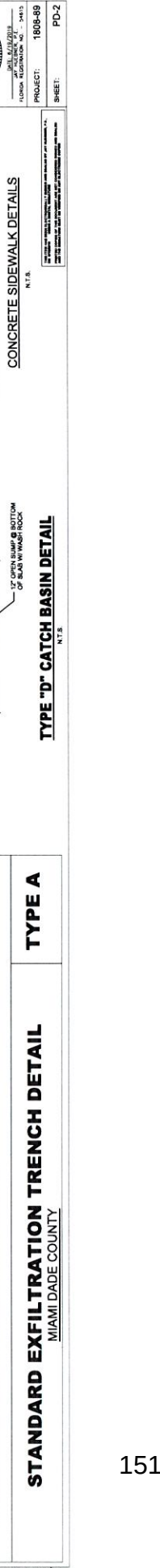
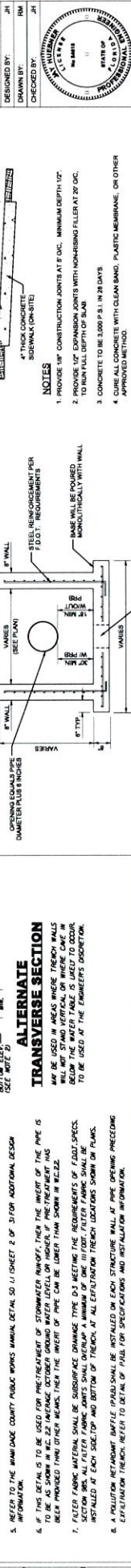
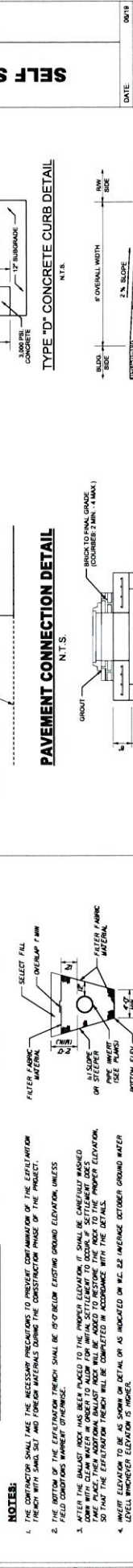
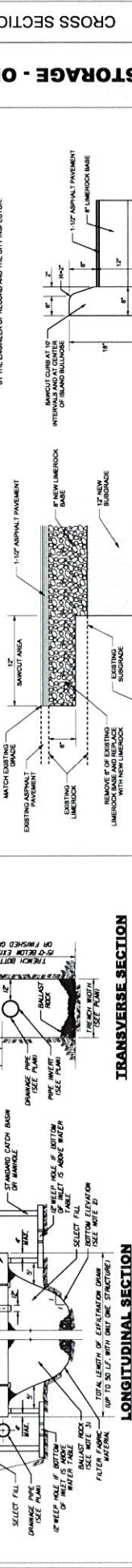
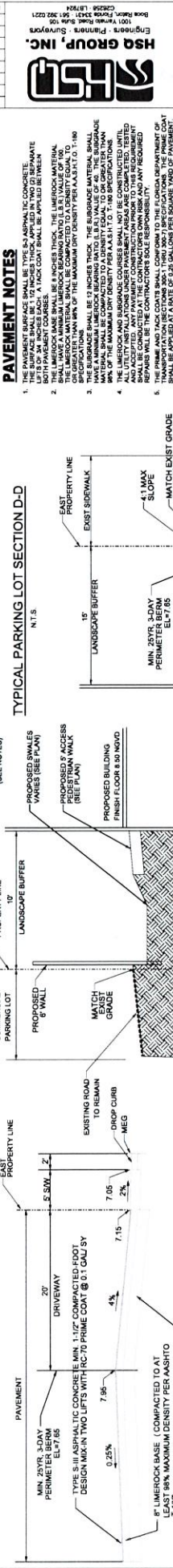
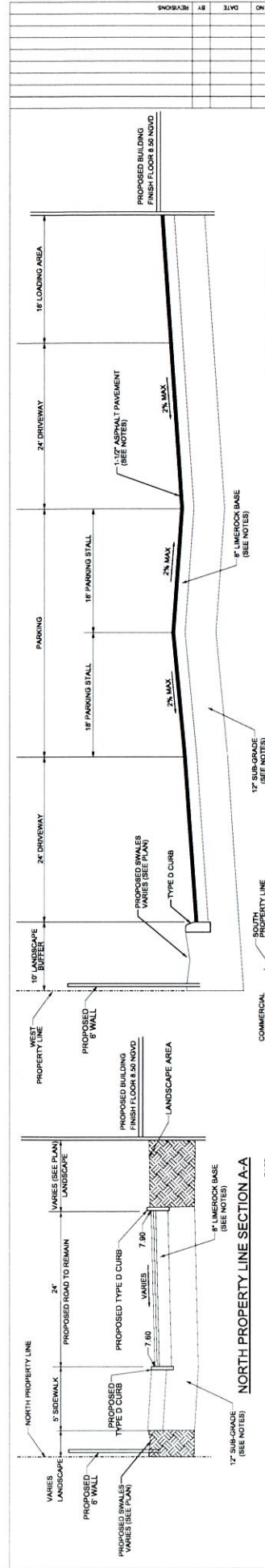
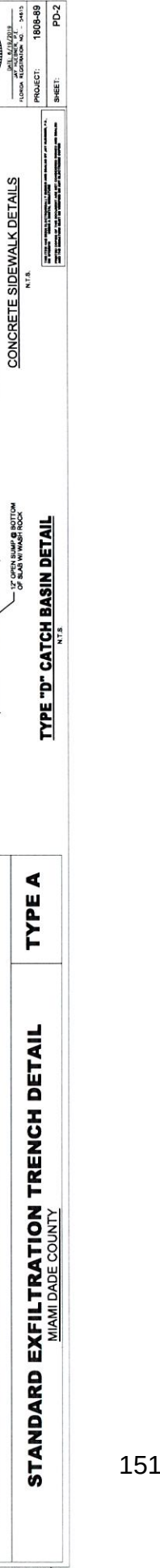
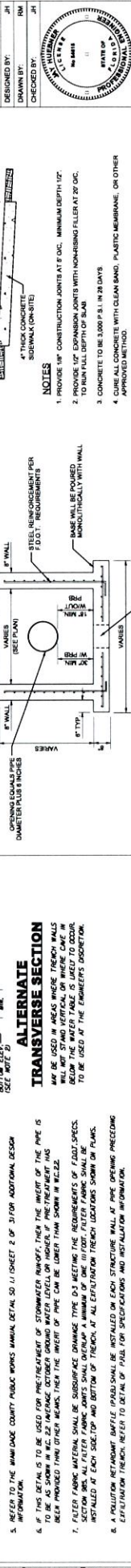
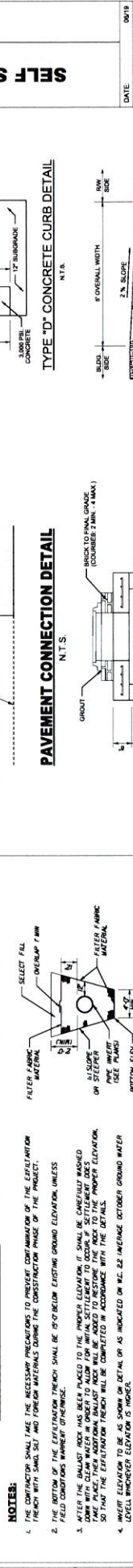
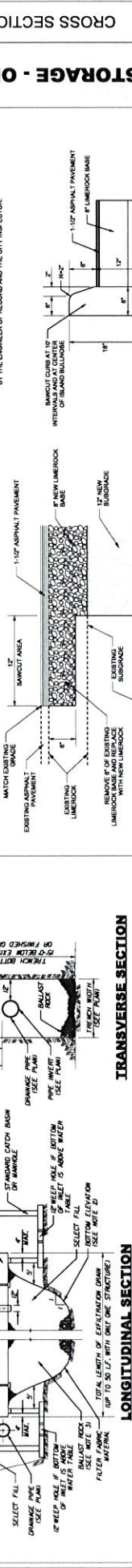
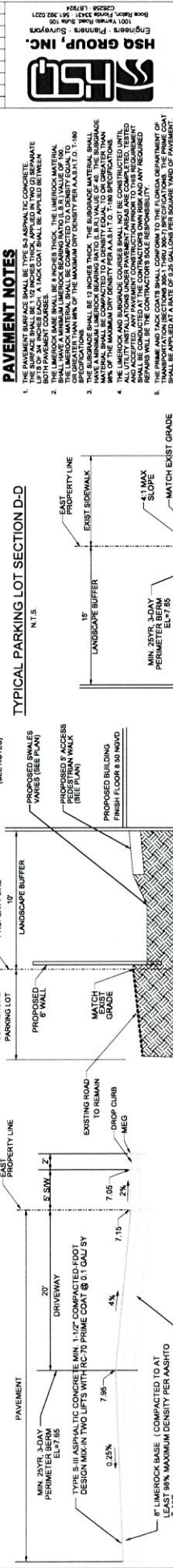
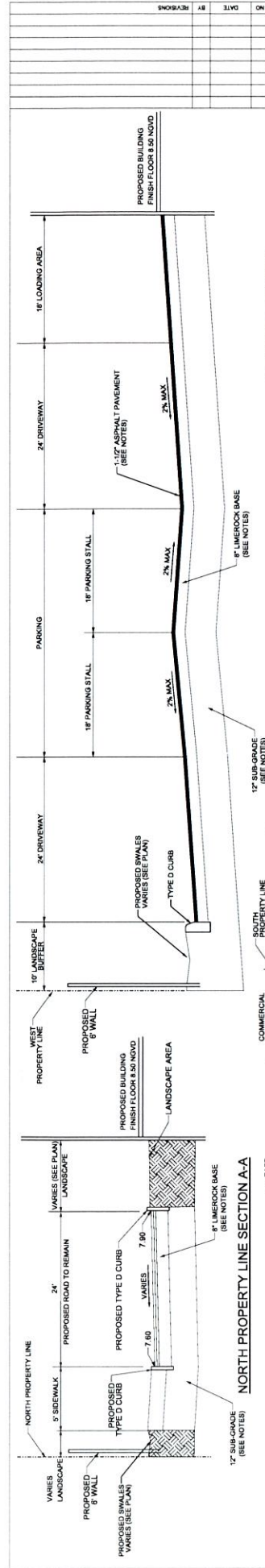
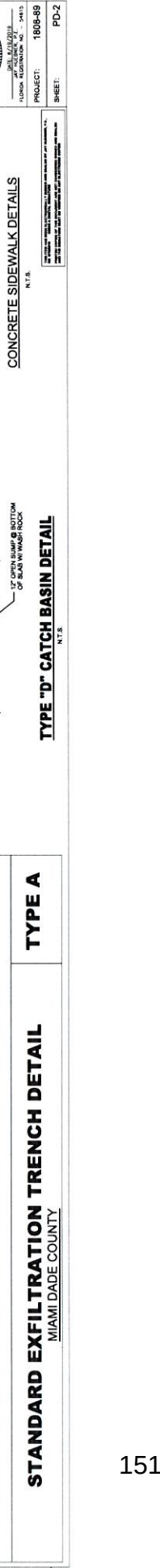
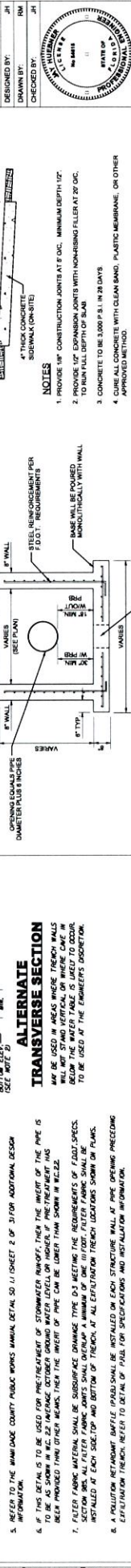
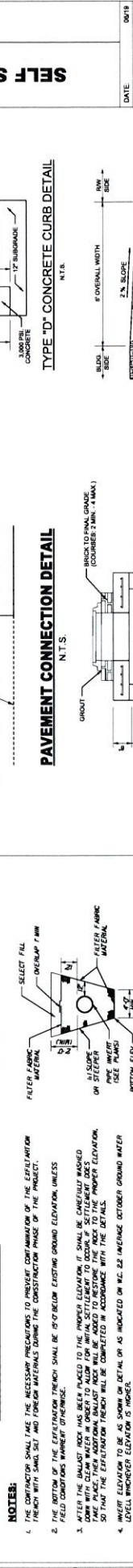
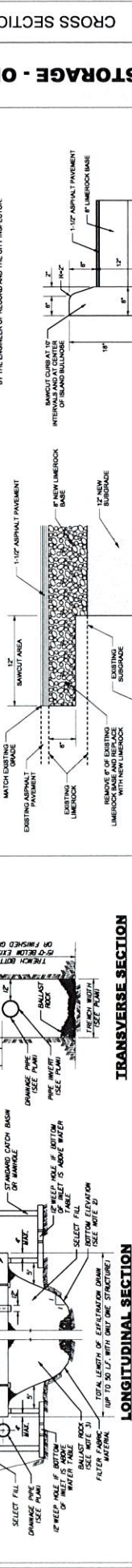
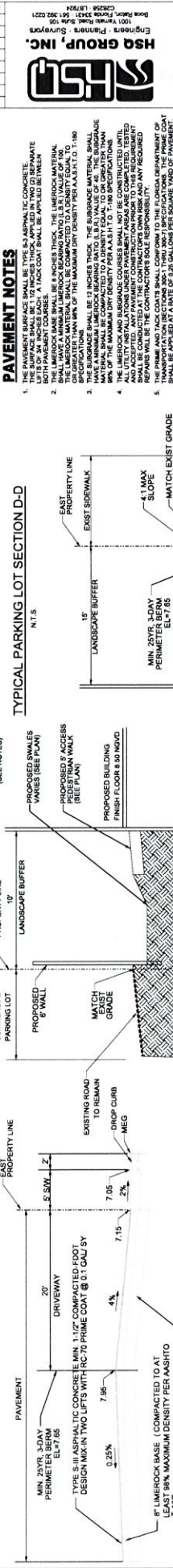
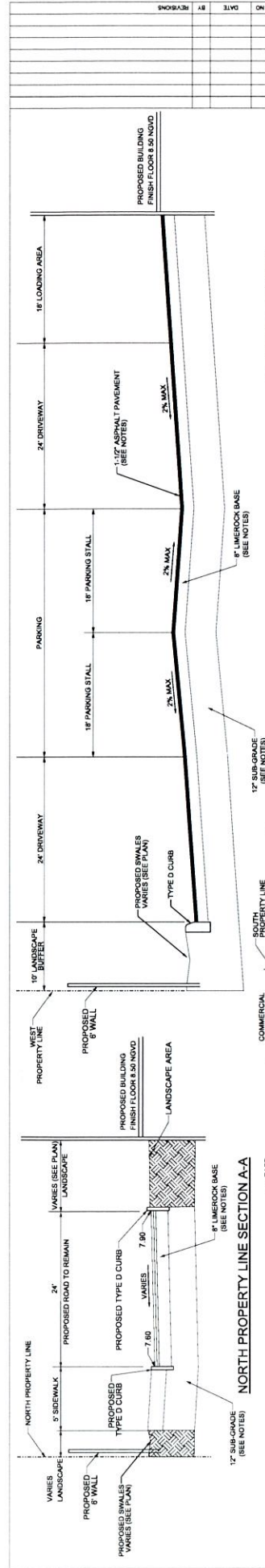
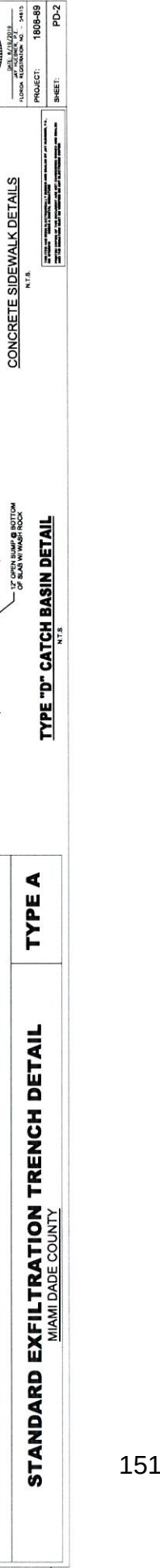
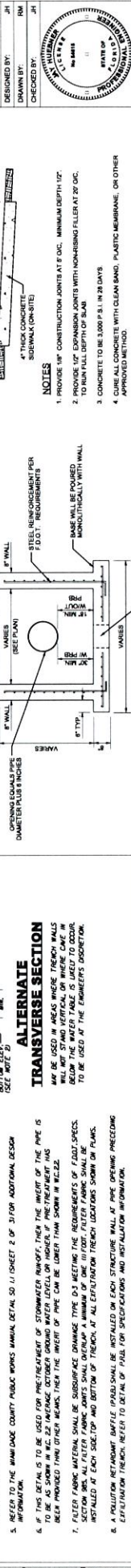
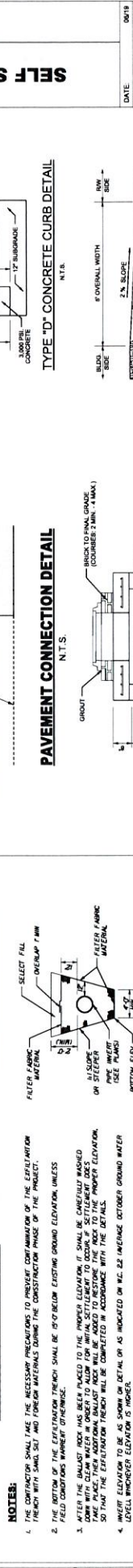
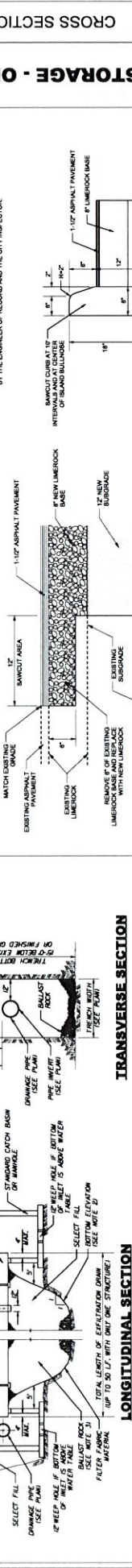
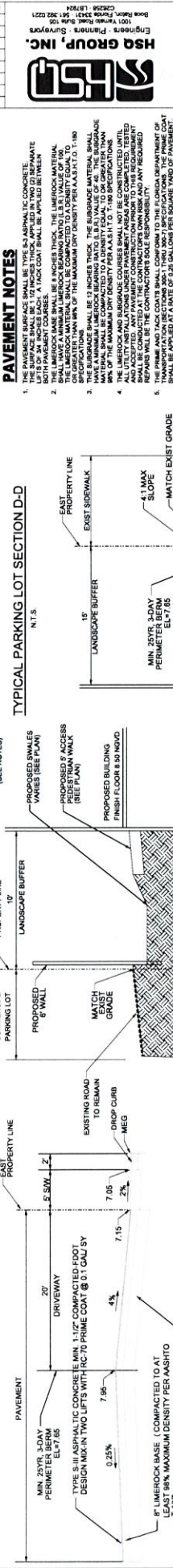
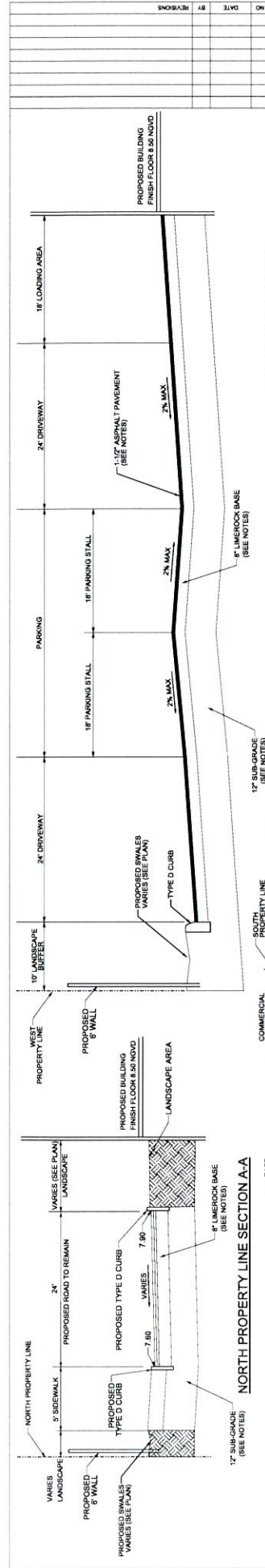
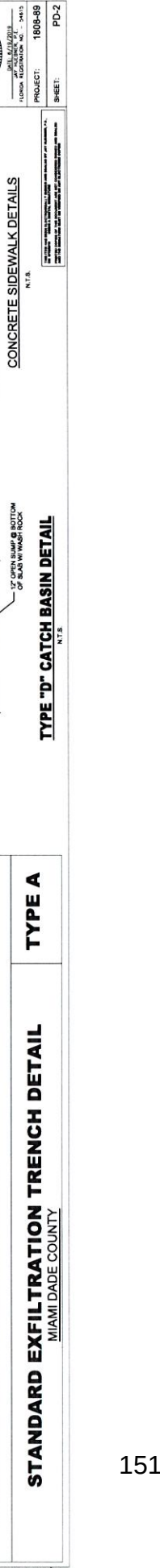
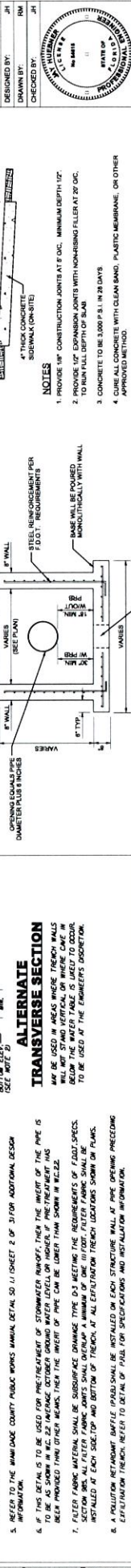
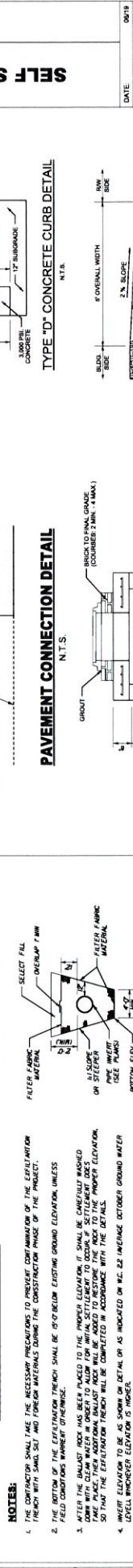
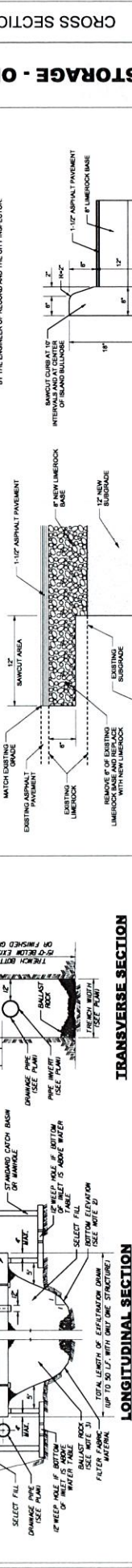
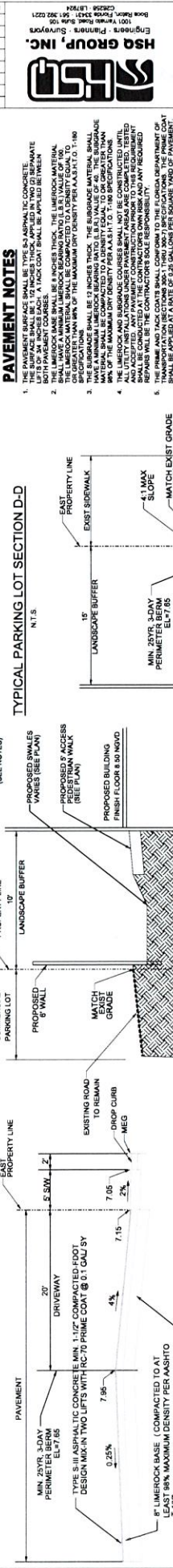
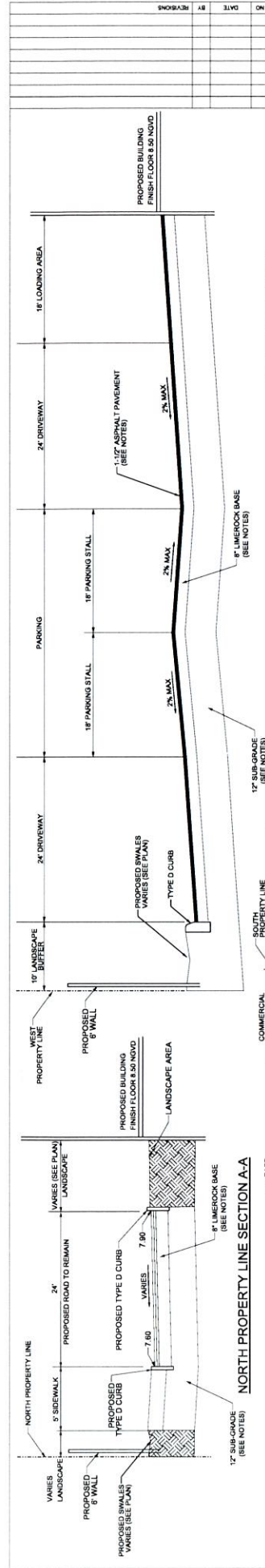
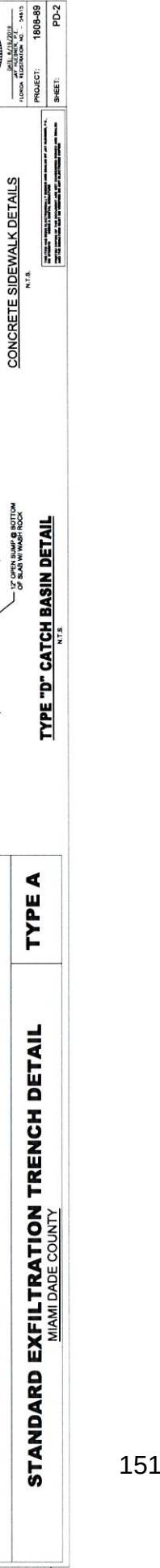
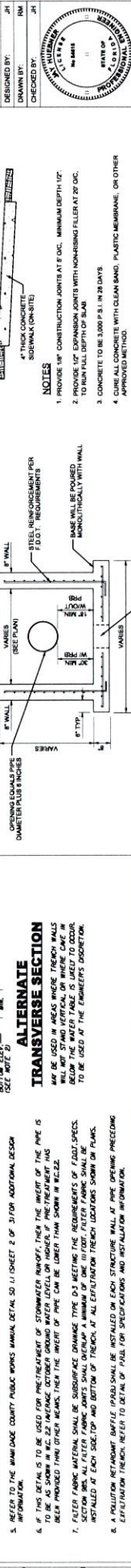
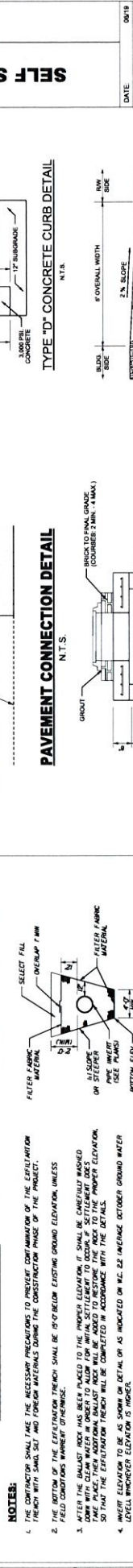
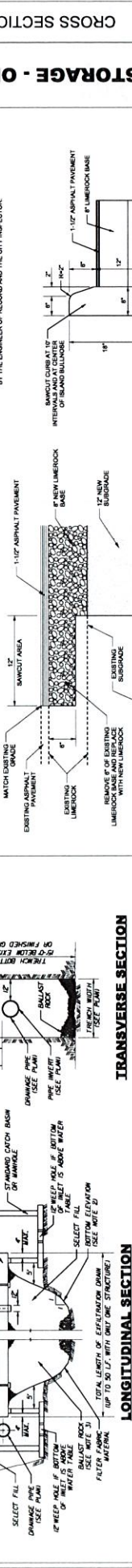
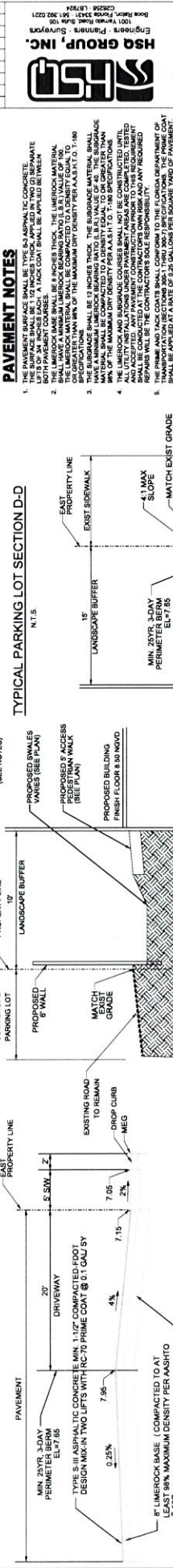
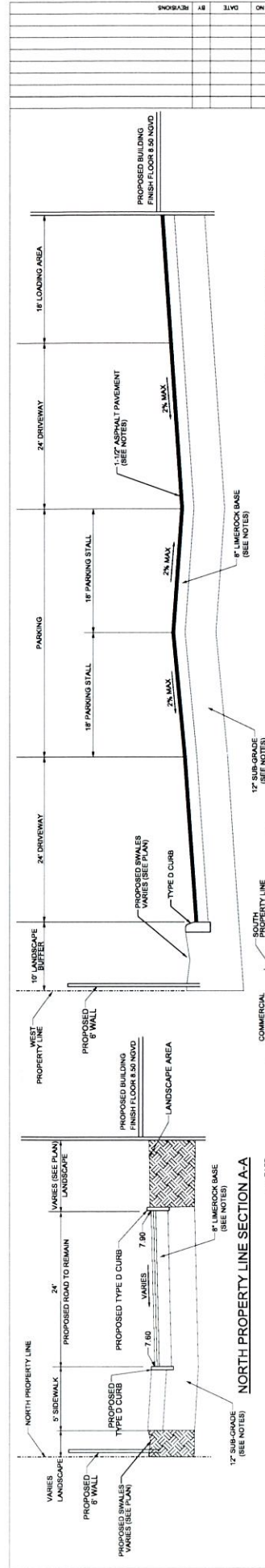
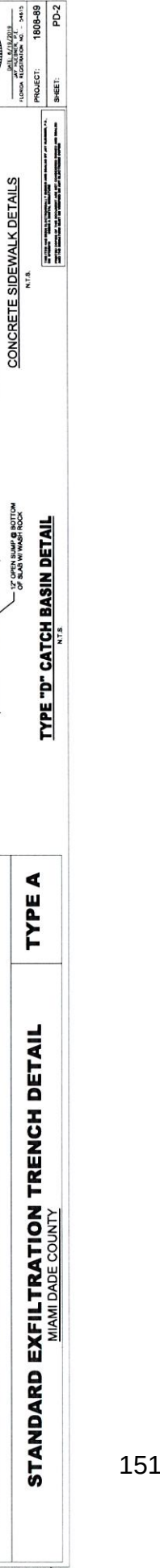
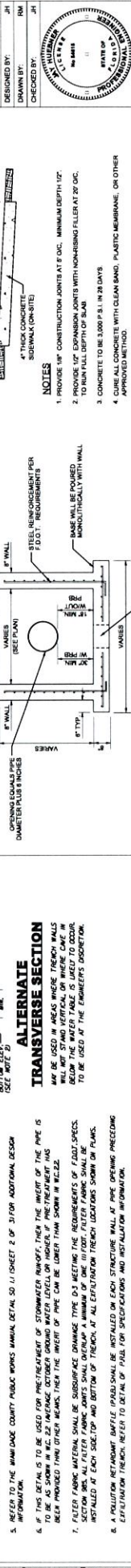
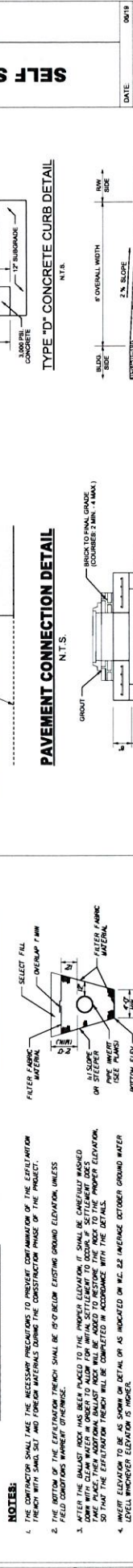
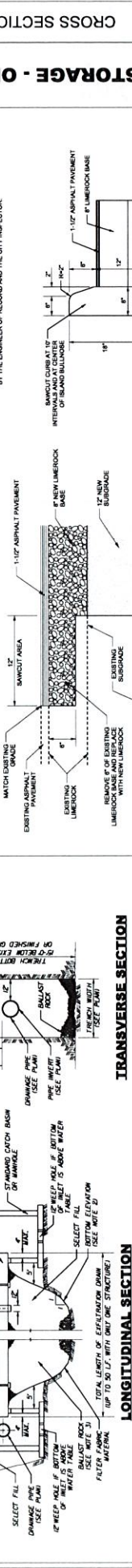
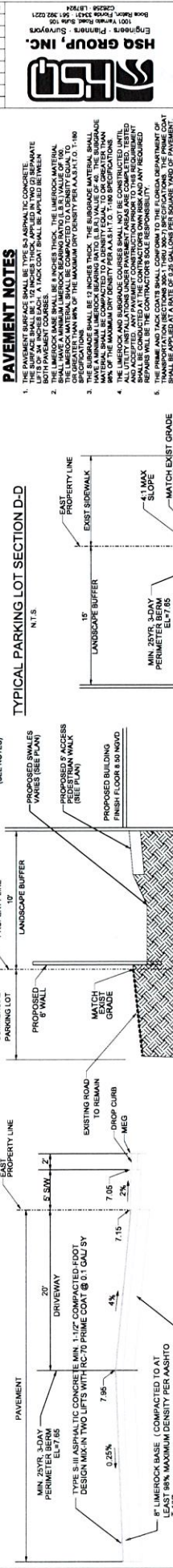
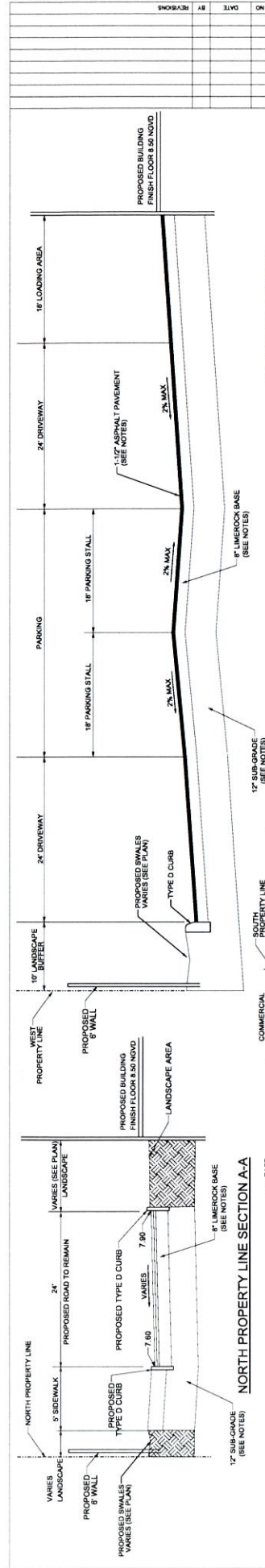
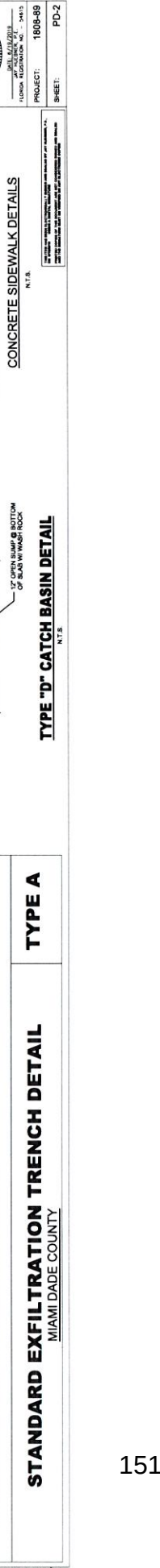
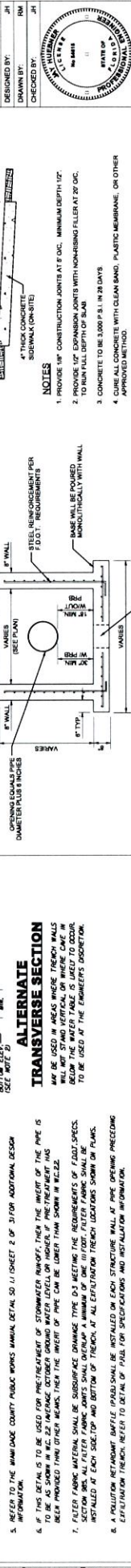
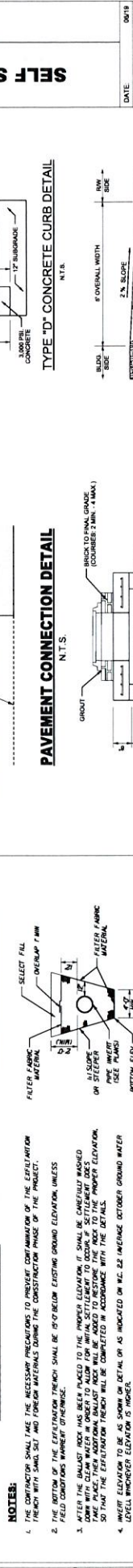
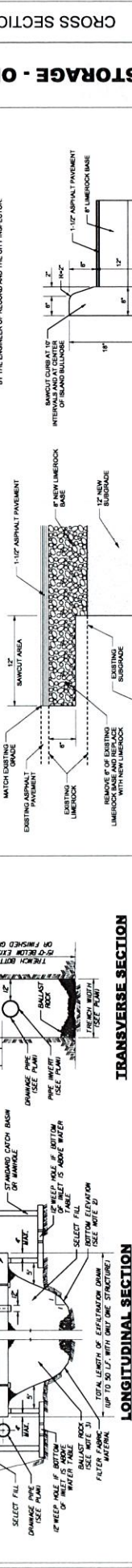
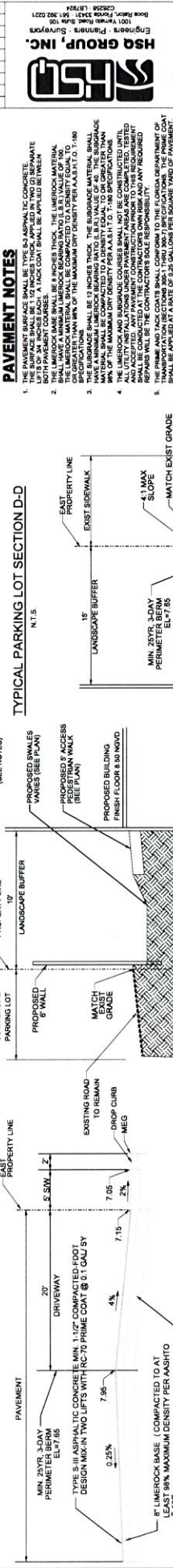
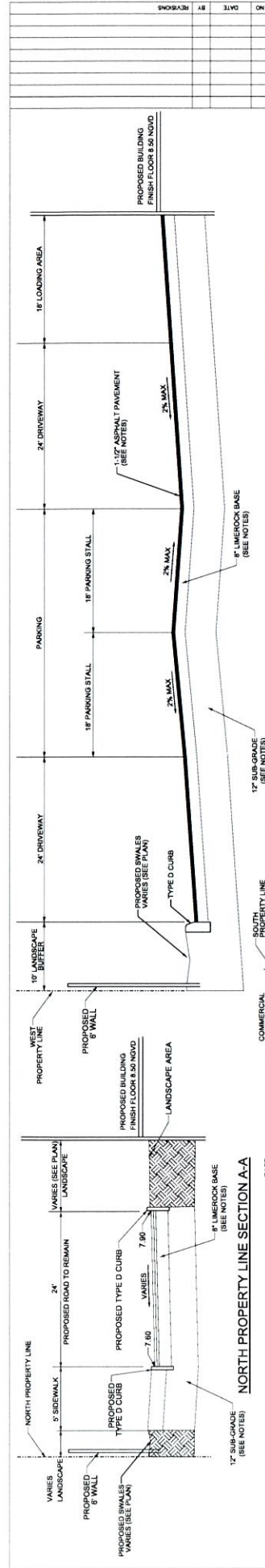
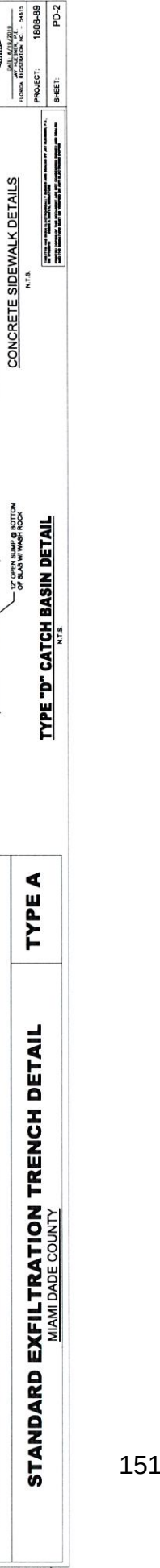
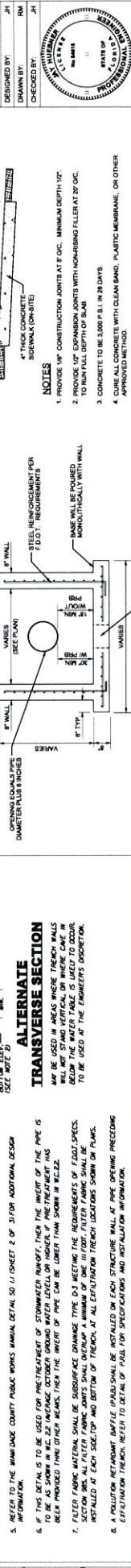
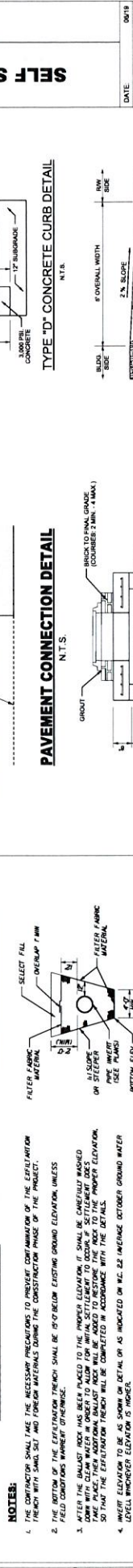
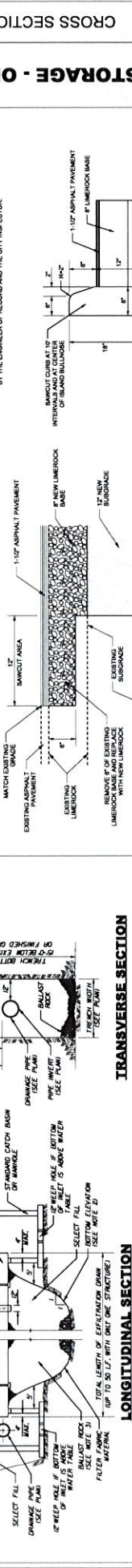
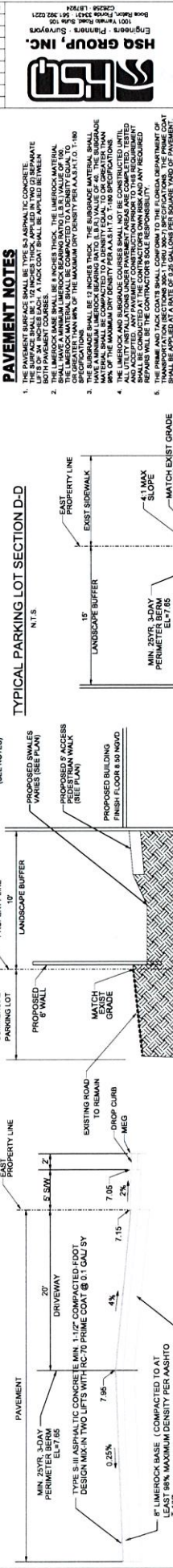
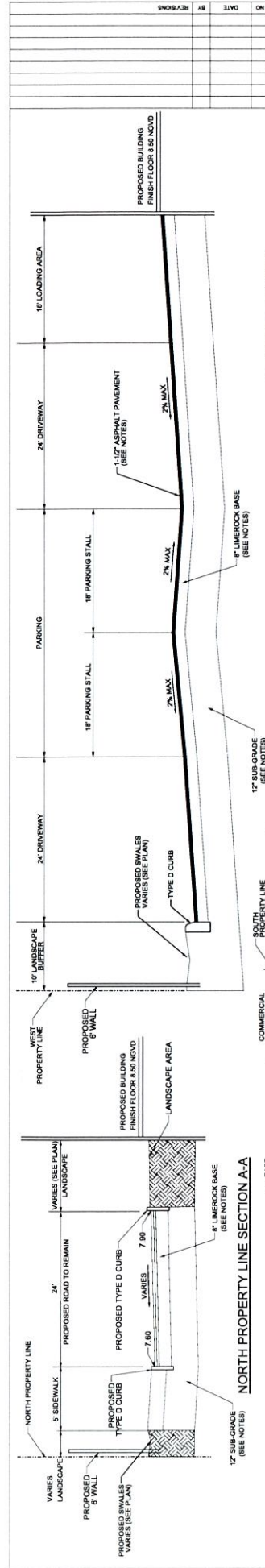
Kinshanita Hall
Planning & Zoning Clerk

ATTEST:



Elio Guerrero
Chairman





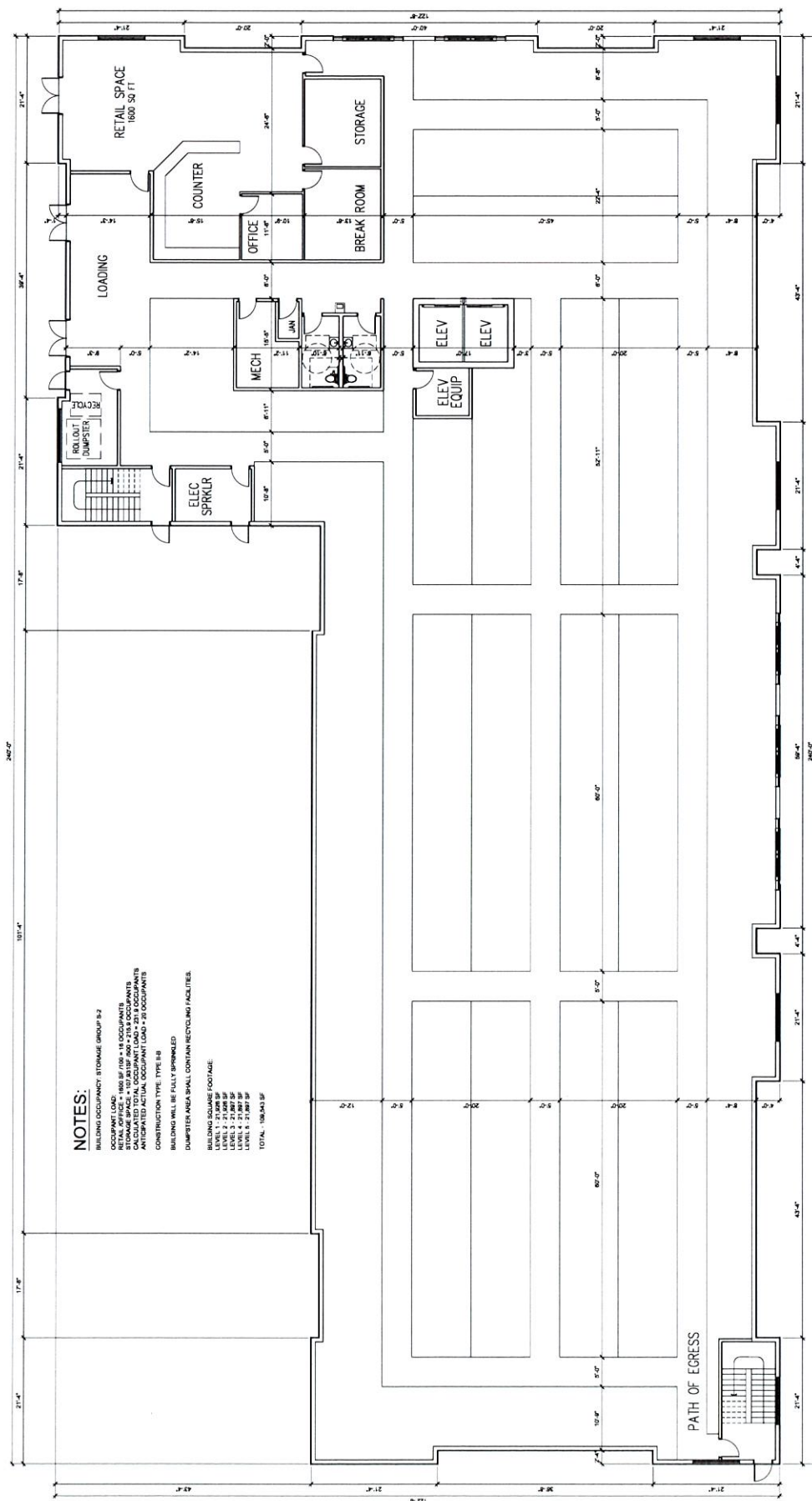
SAFE & SECURE SELF-STORAGE at OPA-LOCKA

DEPT. OF FLORIDA

GOOD & EDWARD
DESIGN STUDIOS
28245 Highway 74
Main Street
Evergreen, CO 80439
321-271-0748
GoodEdward.com



Symbol	Date	By	Revisions
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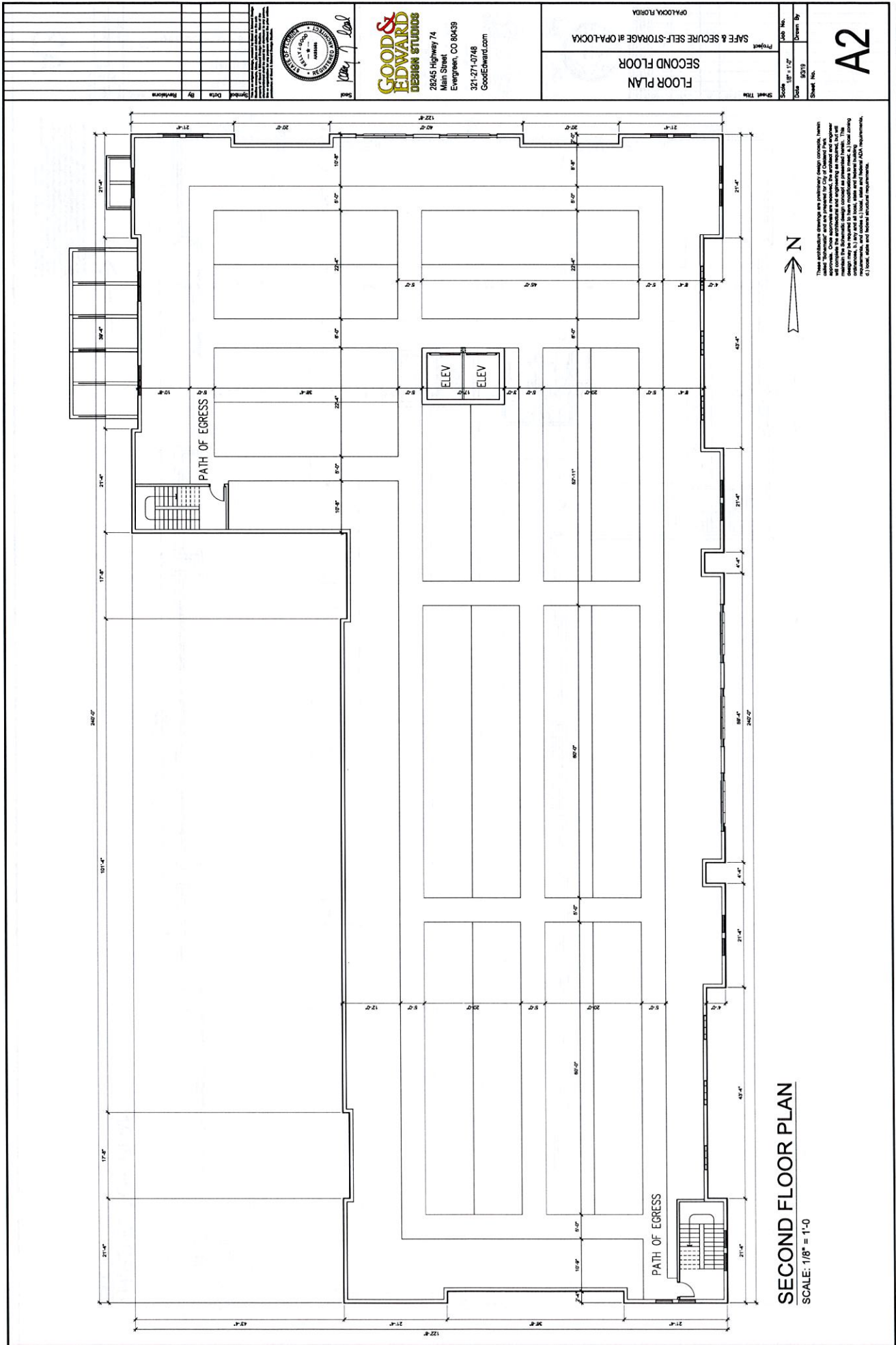


NOTES:

BUILDING OCCUPANCY: STORAGE GROUP 5-2
 OCCUPANT LOAD:
 RETAIL OFFICE = 1800 SF / 100 = 18 OCCUPANTS
 STORAGE SPACE = 17,305 SF / 500 = 34.6 OCCUPANTS
 STORAGE CALCULATED TOTAL OCCUPANT LOAD = 21.9 OCCUPANTS
 ANTICIPATED ACTUAL OCCUPANT LOAD = 20 OCCUPANTS
 CONSTRUCTION TYPE: TYPE 5-B
 BUILDING WILL BE FULLY SPRINKLED
 OUTRIGGER AREA SHALL CONTAIN RECYCLING FACILITIES

BUILDING SQUARE FOOTAGE:

BUILDING SQUARE FOOTAGE:
 LEVEL 1 - 21,926 SF
 LEVEL 2 - 21,926 SF
 LEVEL 3 - 21,807 SF
 LEVEL 4 - 21,807 SF
 LEVEL 5 - 21,807 SF
TOTAL - 109,543 SF



FOURTH FLOOR PLAN

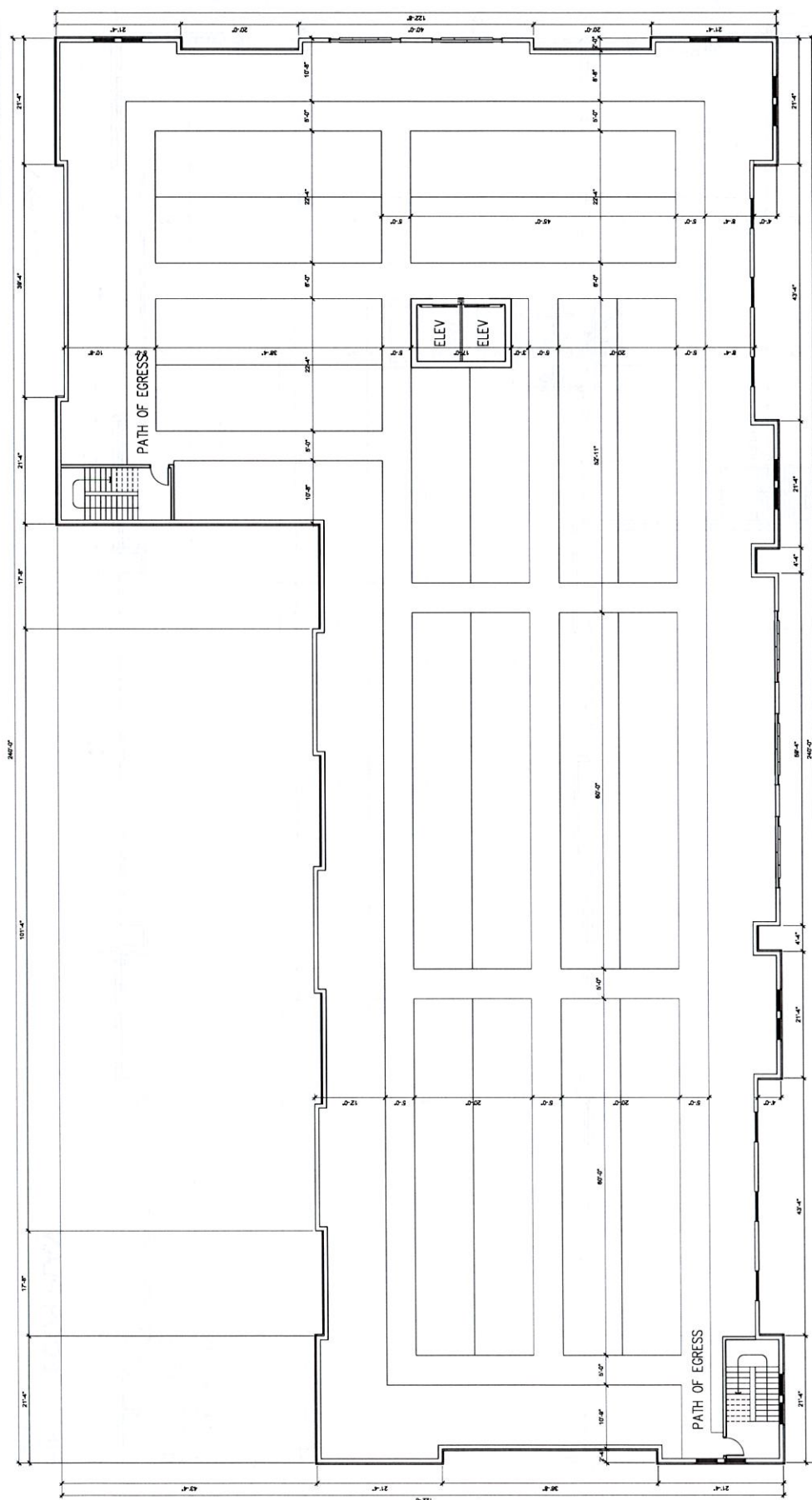
SCALE: 1/8" = 1'-0"

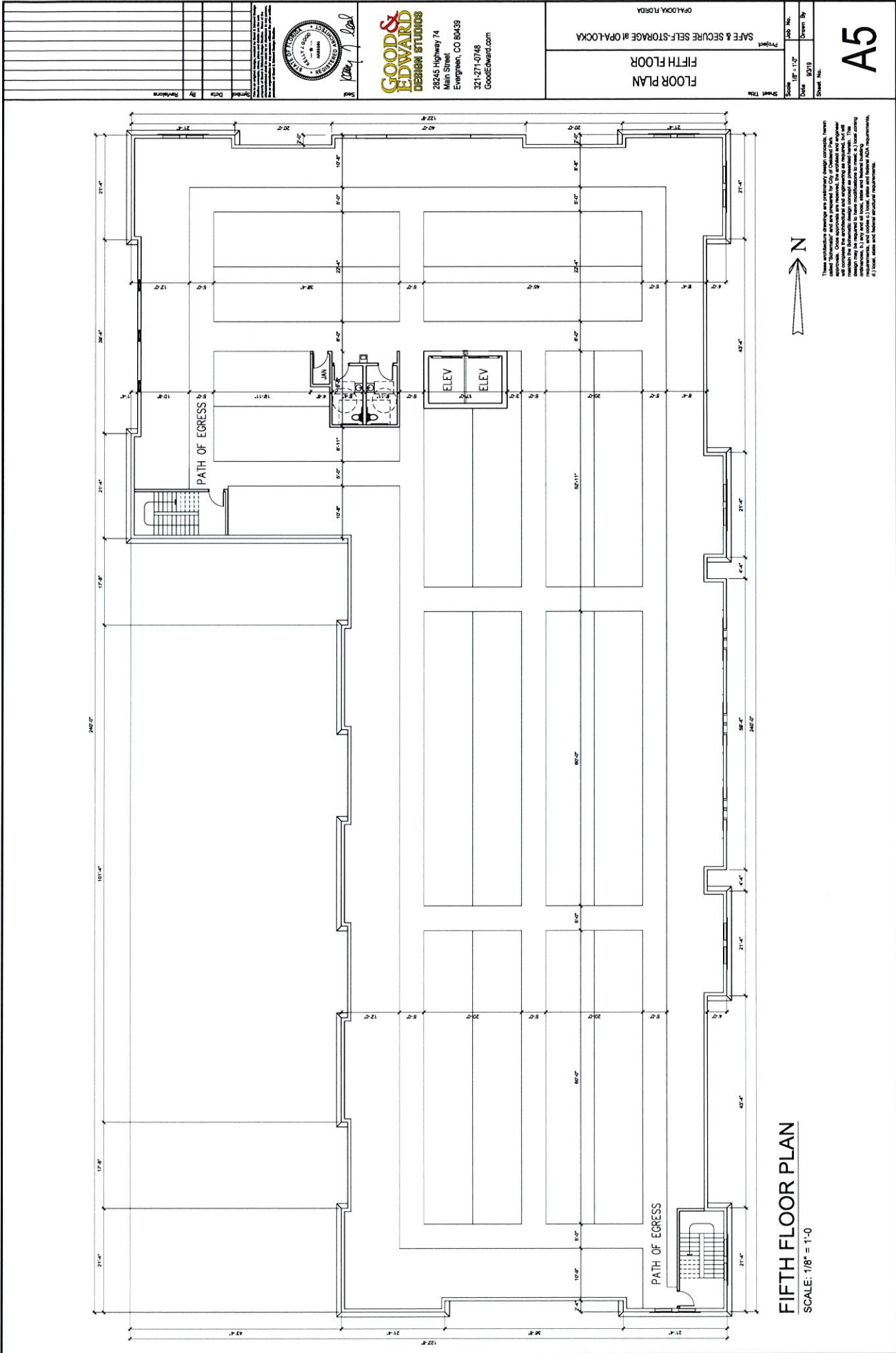
These architecture drawings are preliminary design concepts, herein called "schematics" and are prepared for City of Oakland Park approval. Once approvals are received, the architect and engineer will complete the architectural and engineering as required, but will maintain the schematic design concept as presented herein. This design may be required to have modifications to meet: a.) zoning ordinances, b.) any and all local, state and federal building requirements, and codes c.) local, state and federal ADA requirements, d.) local, state and federal animal requirements.

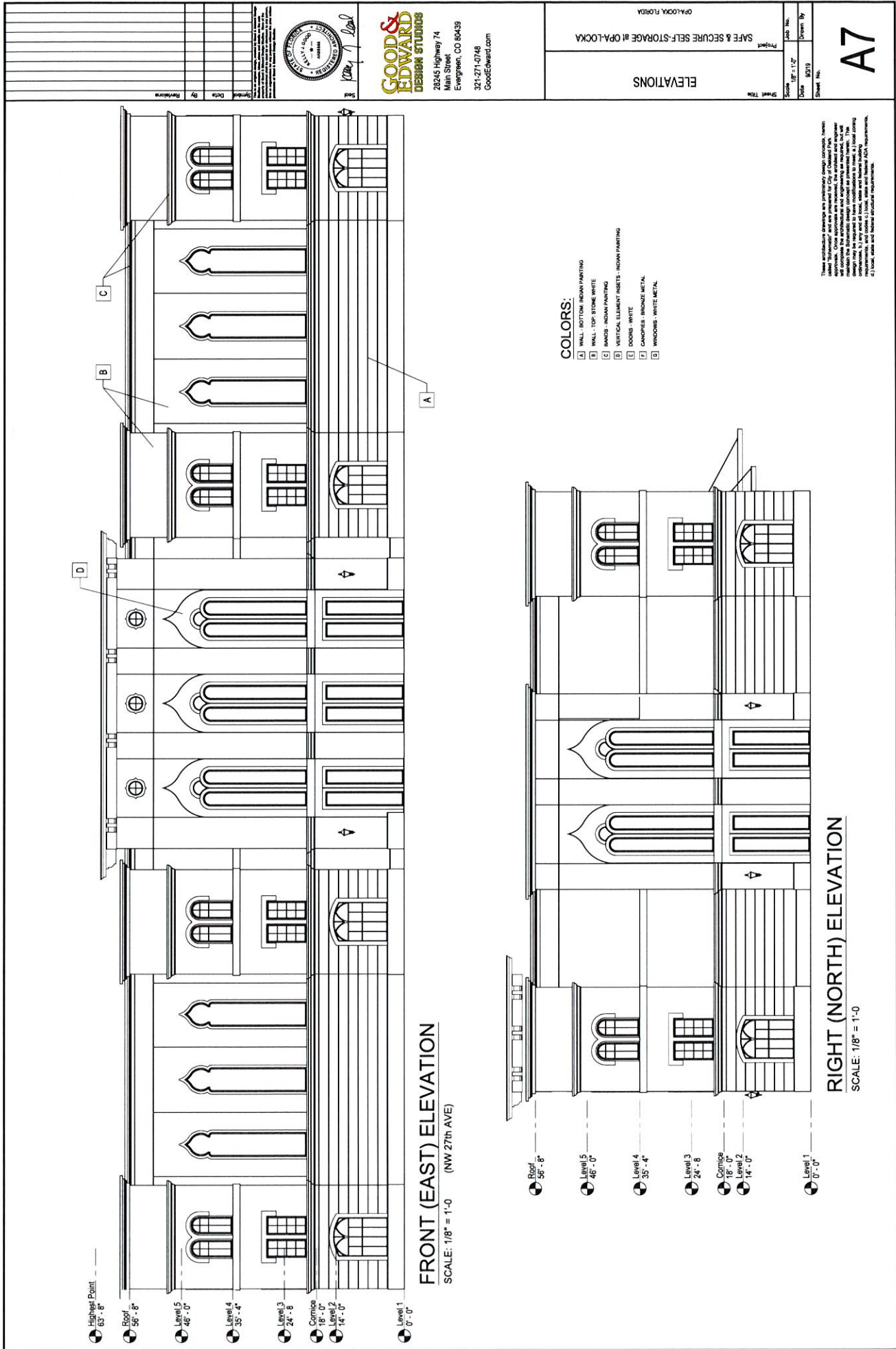
FLOOR PLAN
FOURTH FLOOR
SAFE & SECURE SELF-STORAGE at OPA-LOCKA
OPA-LOCKA FLOOR

OPALOOK, FLORIDA

GOOD & EDWARD
DESIGN STUDIOS
28245 Highway 74
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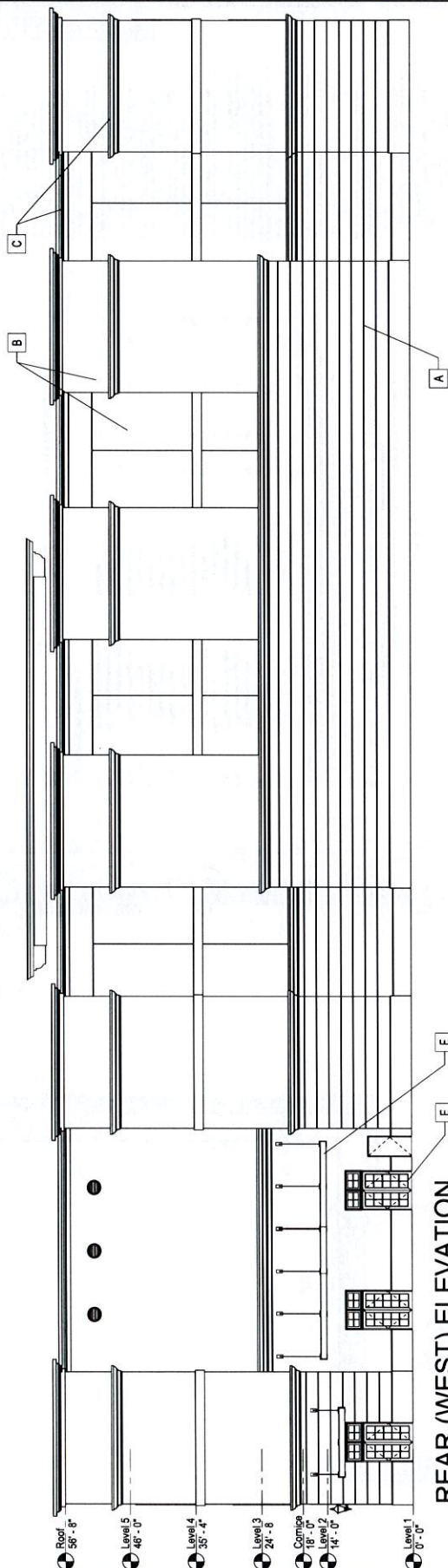
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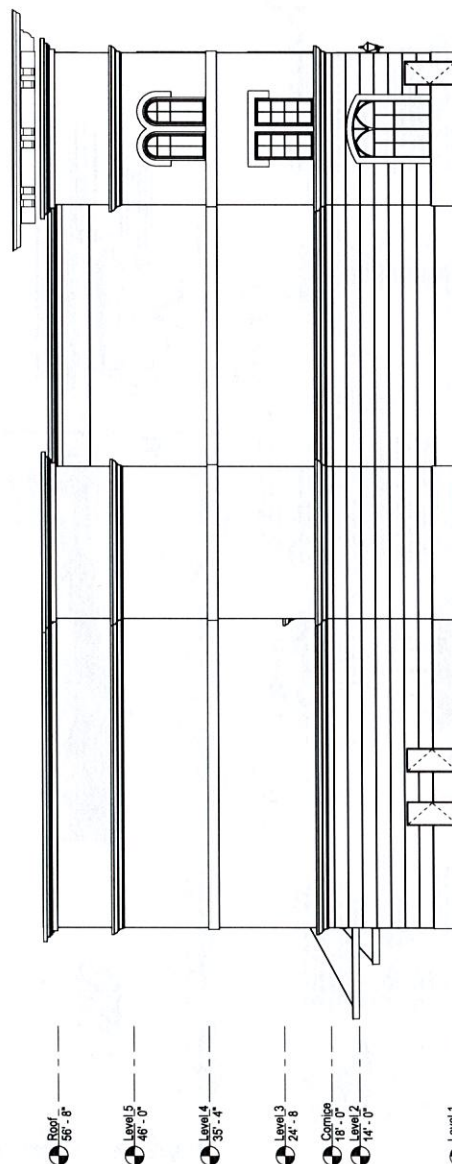
COLORS:

- A** WALL - BOTTOM: INDIAN PAINTING
B WALL - TOP: STONE WHITE
C BANDS - INDIAN PAINTING
D VERTICAL ELEMENT INSETS - INDIAN PAINTING
E DOORS - WHITE
F CANOPIES - BRONZE METAL
G WINDOWS - WHITE METAL



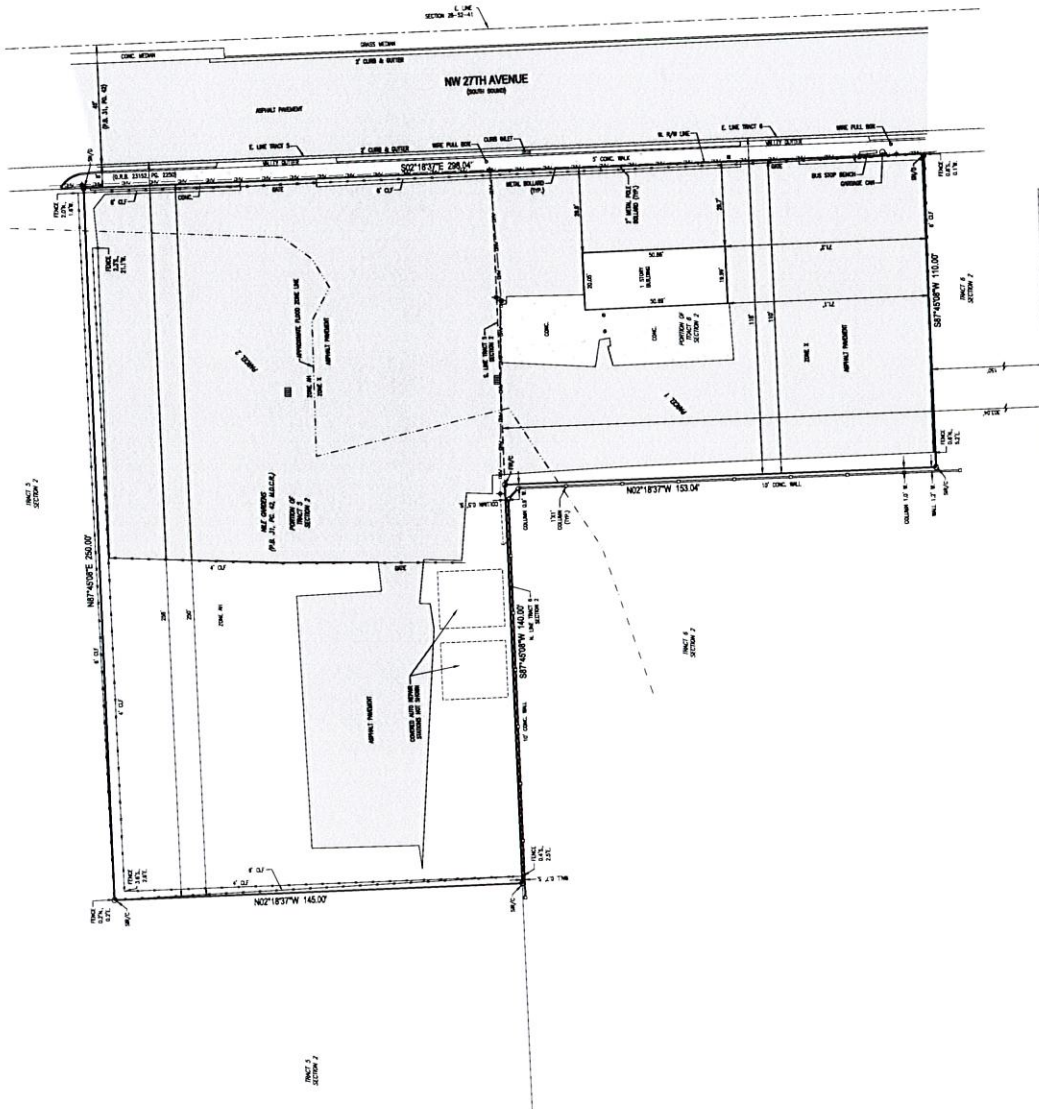
REAR (WEST) ELEVATION

SCALE: 1/8" = 1'-0"



LEFT (SOUTH) ELEVATION

SCALE: 1/8" = 1'-0" (NW 23rd Terrace)



RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY FOR INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 3, 2009, the Miami-Dade County Commission (“County”) adopted Resolution No. R-244-09, which authorized, subject to a reverter, the conveyance of a County-owned vacant property located at 1801 Ali Baba Avenue, Opa-Locka, Florida (“Property”), to the City of Opa-locka (“City”) for the purpose of the City using the Property as a public park; and

WHEREAS, the County Deed (“Deed”) was executed on November 5, 2009, and subsequently recorded in the Public Records of Miami-Dade County; and

WHEREAS, the City is in the process of developing an infill housing program similar to the County’s Infill Housing Initiative Program; and

WHEREAS, the City has requested that the County agree to amend the Deed to change the present use of the Property, which is currently for a public park tot lot; and

WHEREAS, the City proposes to have the Property developed with an affordable, infill home to ultimately be sold to a qualified homebuyer whose income does not exceed 120 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County; and

WHEREAS, there is a need for affordable housing within the City; and

WHEREAS, accordingly, the City Commission maintains that it is in best interest of the City and residents to change the use of the Property and permit the City to develop the Property with and for affordable, infill housing; and

WHEREAS, if the City fails to develop or cause the development of the Property for the purposes stated herein within two years of the recording of the deed, unless such time is extended at the sole discretion of the County, then the Property shall revert back to the County, in its sole discretion,

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

Section 1. Adoption of Representations. The foregoing recitals are true and correct and are incorporated in this resolution by reference.

Section 2. Approval to Execute an Amended & Restated County Deed and comply with all requirements. The City Commission of the City of Opa-locka hereby approves the execution of an Amended and Restated County Deed related to the former County-Owned property located at 1801 Ali Baba Avenue, Florida to permit the City to develop such property with infill housing rather than a Tot Lot and to comply with the requirements of the amended and restated county deed.

Section 3. Effective Date. This Resolution, upon adoption, become effective as specified by the City of Opa-locka Code of Ordinances and the City of Opa-locka Charter.

PASSED AND ADOPTED this _____ day of _____, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Vice-Mayor Davis	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____

FROM PAGE 8NW

CONCERT

the Big Game promises to bring.

Miami-Dade County's \$4 million cash subsidy of the Super Bowl includes \$1 million for team hotels in downtown Miami and Aventura.

"I think what happens when you have a big event like this, the NFL can take it wherever they can take it," said Miami Beach Commissioner David Richardson, who supports the investments the city made in the Super Bowl. "We have to decide as a community how much we're willing to tolerate."

Even in its gifts to host cities, rarely does anything come without strings attached.

At Miami Beach Senior High School on Wednesday, dignitaries unveiled one of three "legacy projects" the NFL helps bring to host cities during every Super Bowl.

But the NFL chipped in only about a quarter of the total cost to renovate the high school's football field. The city of Miami Beach paid \$350,000 — or \$100,000 more than the NFL did, according to an accounting of the \$1.1 million project by Miami-Dade Public Schools. The Dolphins Foundation paid \$250,000. The school district paid the rest.

Rodney Barreto, chairman of Miami's Host Committee, said some would argue the city is spending too much money on luring the most popular and wealthiest sports league in the country.

"I think the notion that the city is using taxpayers' money to help promote a game is wrong," he told the Miami Herald. "A lot of people would argue it the other way, but I would argue that this is just great for the community."

Barreto said the commit-

tee, a nonprofit formed to compete for the Super Bowl and handle organizing efforts locally, planned to bring a free concert to Miami Beach. But plans changed, and that free concert was canceled. The host committee is offering free live music at Bayfront Park in downtown Miami, where the league's NFL Live festival is being held, said Karla Fortuny, a media representative with the Host Committee.

"We have [events] throughout the whole region," Barreto said. "Miami Beach has gotten its fair share of stuff; it's going to be tough to move around Miami Beach."

Miami Beach Tourism and Culture Director Matt Kenny said the free concert that the Host Committee was planning would have been conditioned on a city waiver of \$178,250 in special event permit fees, separate from the \$1.5 million in other waived fees and contributions from the city.

The Host Committee was "hoping to do a concert, but that did not come to fruition," he said in an email. Because the event did not happen, there were no fees to be waived.

So what's in it for Miami Beach taxpayers?

The NFL brought its NFL Experience, a six-day Super Bowl expo, to the city's convention center — and waived 15% off the ticket price for residents.

Kids got in free, so did the NFL.

The city agreed to waive up to \$857,540 in rental fees for the NFL to shut down its convention center for much of the week and double as a media center for the roughly 6,000 credentialed media members.

The Host Committee asked the city to suspend permits for unaffiliated commercial advertisements and mobile or temporary food concessions within a mile of all Super Bowl-related events.

City leaders, including

Richardson, said the economic benefit of hosting a Super Bowl far outweighs any incentives the city gave the NFL.

A market analysis and economic impact report presented to the city after the 2010 Super Bowl, the last Super Bowl hosted in South Florida, estimated that the Big Game generated \$82,848,170 in combined media exposure for South Florida. Out-of-town visitors in Miami for the game spent an average of \$947 per day on accommodations, meals, transportation and other expenses, the Host Committee said.

In Miami-Dade County, the direct economic impact of hosting the Super Bowl was \$39.6 million, the report found. Indirect business taxes in the area alone were \$14.1 million.

"I think we have to look at this from an economic impact perspective," said Commissioner Ricky Arriola. "I think the investment directly pays for itself."

He called the city's investments a "no brainer" considering what the city is expecting to receive in return. Without offering specific figures, he said the tax revenues from hotels and added retail sales, along with the media exposure, will give the city a net-positive return on investment.

The expected surge in resort tax revenues can fund city services like the free trolley that runs around the city, Commissioner Mark Samuelian said.

"Those resort taxes allow us to do a better job serving the residents," he said. "I always look at the cost and the benefits, including the impact on our residents. Here, because of the enormous impact on resort taxes, free publicity for the community, I think that our [investment] is extremely well spent."

Martin Vassolo:
305-376-2071,
martindvassolo



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at a Regular Commission Meeting on Wednesday, February 12, 2020 at 7:00 p.m. at the Sherbondy Village Auditorium, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI-BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY WITH INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING SECTION 22-136(E) TO DELETE CERTAIN LANGUAGE REFERRING TRANSIT ORIENTED CORRIDOR AS A SCRIVENER'S ERROR; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 8, 2020).

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



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

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	2-12-20	Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other
			X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Resolution Reading: <i>(Enter X in box)</i>		1 st Reading
					X
		X	Public Hearing: <i>(Enter X in box)</i>		Yes
					X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: <i>(Enter X in box)</i>		Yes
					X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bi#: N/A		
		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 ☒ Communcation ☐		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>
	X				
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, TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY WITH INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

On March 3, 2009, the County adopted Resolution No. R-244-09, which authorized, subject to a reverter, the conveyance of a County- Owned vacant property located at 1801 Ali Baba Avenue, Opa-locka, to the City of Opa-locka for the purpose fo the City using the property as a public park.

The City of Opa-locka is in the process of developing an infill housing program similar to the County's Infill Housing Initiative Program and the City has requested that the County agree to amend the Deed to change the present use of the Property, which is currently for a public park. The City of Opa-locka proposes to have the property developed with an affordable, infill home to be sold to a qualified homebuyer whose income does not exceed 120 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County. If the City fails to develop or cause the development of the property for the purposes stated within two years of the recording of the deed, unless such time is extended at the sole discretion of the County, then the property shall revert back to the County.

BACKGROUND

In the Magnolia North area, there are several properties which are government owned that need to be redevelopment for residential use and mixed use. The City of Opa-locka has some properties in the Magnolia North Area that were declared as surplus property between 2015 and 2017. One of the property's declared as surplus was located at 1801 Ali Baba Avenue, on the corner of Ali Baba Avenue and James Street. This property was originally owned by Miami-Dade County and was deeded to the City of Opa-locka to be used as a proposed tot-lot playground/public park. This was one of three parcels identified for the proposed tot-lot playground, the other two parcels were originally owned by the City of Opa-locka.

The City initially began the development of the tot-lot playground while an opportunity to build a tot-lot through a KaBoom Grant Program with OLDCCD was proffered. The City of Opa-locka redirected its efforts from the tot-lot on Ali Baba and James Street to the KaBoom tot lot on properties owned by the City of Opa-locka and OLCDC next to the CET Building on Ali Baba Avenue and Duval Street. The KaBoom tot-lot was built and completed in 2014. Since that time, the tot-lot on Ali baba and James Street became a vacant property and in 2016 the parcels were declared as surplus. The City Staff at the time were not aware that this property had a deed restriction to be used as a public park only and a reverter clause that if the property was not developed as a public park, its ownership would automatically revert back to Miami-Dade County.

Since that time, Miami-Dade County has released several nearby properties in the Magnolia North Area to be used for Infill Housing Opportunities. Since the City of Opa-locka seeks to implement a similar Infill Housing Program by selling the surplus property for redevelopment, it is the desire of the City of Opa-locka to seek changing the restriction on the deed for 1801 Ali Baba Avenue from public park to infill housing development with the same reverter clause that if the property was not developed within a 3 year period, the property would revert back to the ownership of Miami-Dade County. Please advise if this amendment to the deed and restriction can be achieve. We are motivated to move forward with the Infill Housing opportunity ASAP.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

County Deed for 1801 Ali baba Avenue
City of Opa-locka Resolution
Miami Dade County Resolution
Amended and Restated County Deed

ATTACHMENT "A"

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed, dated November 5, 2009, and recorded on January 5, 2010, in Official Record Book 27138 Pages 3001-3003 of the Public Records of Miami-Dade County, Florida.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED COUNTY DEED, made this ____ day of _____, 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **CITY OF OPA-LOCKA**, a municipal corporation of the State of Florida, whose address is Municipal Complex, 780 Fisherman Street, Fourth Floor | Opa-Locka, Florida 33054.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the City, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the City, its successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

MAGNOLIA SUB PB 40-80 LOTS 23 & 24 BLK 10

(hereinafter the "Property"):

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That, in accordance with section 125.38, Florida Statutes, the Property shall be developed with an affordable, infill housing ("Dwelling Unit") by the City or a not-for-profit organization designated by the City, which is organized for the purposes of promoting community interest and welfare. The City or an organization designated by the City shall sell the Dwelling Unit to a qualified homebuyer whose income range is established up to 120% of the most recent median family income for Miami-Dade County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the City, in its sole discretion,

shall be executed by the qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Property shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the City must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:
 - a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the City must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the Dwelling Unit developed on the Property shall be sold to a qualified at a sale price to be determined by the City, in its sole discretion. .
4. That the City shall not assign or transfer its interest in the Property or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to an organization designated by the City to develop the Property or to a qualified homebuyer.
5. The City or an organization designated by the City shall require that the qualified homebuyer purchasing the Dwelling Unit execute and record simultaneously with the deed of conveyance an affordable housing restrictive covenant, and include the following language in the deed of conveyance:

“This Property is subject to an “Affordable Housing Restrictive Covenant” recorded simultaneously herewith, which states that the Property shall remain affordable during the “Control Period.” The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty (20) consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

6. That City or an organization designated by the City y shall pay real estate taxes and assessments on the Property or any part thereof when due, if applicable. The City or an organization designated by the City shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that the City or an organization designated by the City may encumber the Property with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Dwelling Unit in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
7. The recordation, together with any mortgage purporting to meet the requirements of clauses 6(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.
8. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth in paragraph 1 herein by the City or an organization designated by the City, or if the City or an organization designated by the City fails to construct the Dwelling Unit described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the City or an organization designated by the City ceases to exist prior to conveyance to a qualified homebuyer, or if any term of this Deed is not complied with, the City or an organization designated by the City shall correct or cure the default/violation within (30) days of notification of the default by the County as determined in

the sole discretion of the County. If the City or an organization designated by the City fails to remedy the default within thirty (30) days, title to the subject Property shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the City or an organization designated by the City shall immediately deed the Property back to the County, and the County shall have the right to immediate possession of such property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the City or an entity designated by the City. The County retains a reversionary interest in the Property, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

9. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Property.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the City or an organization designated by the City with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

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

By: _____
Deputy Clerk

By: _____
Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the day of , 2020.

IN WITNESS WHEREOF, the representative **CITY OF OPA-LOCKA**, a municipal corporation of the State of Florida, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2019, and it is hereby approved and accepted.

Witness/Attest

By:_____

Name:_____

Title:_____

Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of **CITY OF OPA-LOCKA**, a municipal corporation of the State of Florida, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

Notary of- State of _____

Commission Number:_____

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS, IN ACCORDANCE WITH SECTION 125.38, FLORIDA STATUTES, TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY WITH INFILL HOUSING RATHER THAN A TOT LOT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO EFFECTUATE THE CONVEYANCE, TO ENFORCE THE PROVISIONS SET FORTH IN SUCH COUNTY DEED, TO PROVIDE COPIES OF THE RECORDED COUNTY DEED AND THE RESTRICTIVE COVENANTS REQUIRED BY THE COUNTY DEED TO THE PROPERTY APPRAISER

WHEREAS, there is an area located within the boundaries of the City of Opa-Locka ("City") commonly known as the Magnolia Northside Neighborhood ("Magnolia"); and;

WHEREAS, on March 3, 2009, this Board adopted Resolution No. R-244-09, which authorized, subject to a reverter, the conveyance of a County-owned vacant property located at 1801 Ali Baba Avenue, Opa-Locka, Florida ("Property"), to the City for the purpose of the City using the Property as a public park; and

WHEREAS, the County Deed ("Deed") was executed on November 5, 2009, and subsequently recorded in the Public Records of Miami-Dade County; and

WHEREAS, the City is in the process of developing an infill housing program similar to the County's Infill Housing Initiative Program; and

WHEREAS, the City has requested that the County agree to amend the Deed to change the present use of the Property, which is currently for a public park; and

WHEREAS, the City proposes to have the Property developed with an affordable, infill home to be sold to a qualified homebuyer whose income does not exceed 120 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County; and

WHEREAS, there is a need for affordable housing within the City; and

WHEREAS, accordingly, this Board believes that it is in the County, the City and residents' best interest to change the use of the Property and permit the City to develop the Property with affordable, infill housing; and

WHEREAS, accordingly, this Board, pursuant to section 125.38, Florida Statutes, desires to authorize the execution of an amended and restated deed for the purposes stated herein; and

WHEREAS, if the City fails to develop or cause the development of the Property for the purposes stated herein within two years of the recording of the deed, unless such time is extended at the sole discretion of this Board, then the Property shall revert back to the County, in its sole discretion,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. Pursuant to section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to execute the Amended and Restated County Deed ("Deed"), in substantially the form attached hereto as Attachment "A" and incorporated herein by reference, for the purpose of permitting the City of Opa-Locka to develop the property located at 1801 Ali Baba Avenue, Opa-Locka, Florida ("Property") within two years of the recording of the Deed with an affordable, infill home to be sold to a qualified homebuyer whose income does not

exceed 120 percent of area median income as published by the United States Department of Housing and Urban Development for Miami-Dade County.

Section 3. This Board further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to effectuate the conveyance, and to exercise all rights set forth in the Amended and Restated County Deed (excluding those rights reserved by this Board), including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from the City, after conducting all due diligence, including, but not limited to, title searches, and environmental reviews, a deed which conveys the Property back to the County in the event the City is unable or fails to comply with the deed restrictions set forth in the Amended and Restated County Deed. Upon the receipt of a deed from the City, the County Mayor or the County Mayor's designee shall record such deed in the Public Records of Miami-Dade County. Notwithstanding the foregoing any extensions to develop the home of the Property shall be subject to this Board's approval, at its sole discretion.

Section 4. This Board directs the County Mayor or the County Mayor's designee to (i) ensure that proper signage is placed on the Property identifying the County's name and the name of the district commissioner; (ii) provide copies of the recorded Amended and Restated County

Deed to the Property Appraiser's Office; and (iii) appoint staff to monitor compliance with the terms of the conveyance.

Section 5. This Board directs the County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, to record in the public record the Amended and Restated County Deed, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and to provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. This Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It 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:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this day of _____, 2019. 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. _____

Terrence A. Smith

RESOLUTION NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING SECTION 22-136(E) TO DELETE CERTAIN LANGUAGE REFERENCING TRANSIT ORIENTED CORRIDOR AS A SCRIVENER'S; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka's 2015 Sustainable Land Development Regulation [LDR] Zoning Code Sec. 22-136 sets forth the Regulations of Adult Entertainment Establishments; and

WHEREAS, reference to the Transit Oriented Corridor remained within the code as a scrivener's error; and

WHEREAS, the City of Opa-Locka Planning & Community Development Department desires to correct the scrivener's error so that obsolete language no longer remains within the City's code; and

WHEREAS, the City Commission has determined that the following amendment is in the best interest of the City of Opa-locka.

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

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

Section 2. **Amending Article V, Section 22-136 (E)** of the City of Opa-Locka's City's Land Development Regulation entitled "Regulations of Adult Entertainment Establishments" as follows, with all remaining language set forth in said Section remaining the same:

Sec. 22-136. Regulations of Adult Entertainment Establishments

E. Location. Shall be as set forth in Section 22-81 if City of Opa-Locka's Land Development Regulations. the Regulated uses shall be permitted only within the Transit Corridor zoning district.

1. No person shall cause or permit the operation of any proposed regulated use within the following minimum distances from any existing uses specified below:

- a. Places of worship, 1,000 feet;*
- b. School, 1,000 feet;*

- c. Public park, 1,000 feet;*
- d. Residential – 1,000 feet*
- e. Another regulated use, 300 feet; and*

For purposes of this section, the term "school" shall be defined as any premises or site upon which there is a day care center, nursery school, pre-kindergarten, elementary school, middle school, high school, or library.

2. The subsequent establishment of the uses listed in (a)(1) through (4) within these distances of an existing regulated use shall not change the status of the regulated use to that of a nonconforming use.

3. The distance provided for in this section shall be calculated by airline measurement from property line to property line, using the closest property lines of the parcels of land involved. Where the distance is measured to a roadway, it shall be calculated from the property line of the regulated use to the edge of the right-of-way for the roadway. For purposes of this subsection, the term "parcel of land" means any quantity of land capable of being described with such definiteness that its location and boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit.

4. Variances to the location standards of this section shall not be allowed.

Section 3. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 4. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-Locka that the amendments contained of this Ordinance shall, at some time in the future, become and be made a part of the Zoning Code of the City of Opa-Locka and that the sections of this Ordinance may be renumbered or re-lettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this _____ day of _____, 2020.

Matthew A. Pigatt, Mayor

ATTEST:

Joanna Flores, City Clerk

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

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Kelley	(Yes) _____	(No) _____
Vice-Mayor Davis	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____

FROM PAGE 8NW

CONCERT

the Big Game promises to bring.

Miami-Dade County's \$4 million cash subsidy of the Super Bowl includes \$1 million for team hotels in downtown Miami and Aventura.

"I think what happens when you have a big event like this, the NFL can take it wherever they can take it," said Miami Beach Commissioner David Richardson, who supports the investments the city made in the Super Bowl. "We have to decide as a community how much we're willing to tolerate."

Even in its gifts to host cities, rarely does anything come without strings attached.

At Miami Beach Senior High School on Wednesday, dignitaries unveiled one of three "legacy projects" the NFL helps bring to host cities during every Super Bowl.

But the NFL chipped in only about a quarter of the total cost to renovate the high school's football field. The city of Miami Beach paid \$350,000 — or \$100,000 more than the NFL did, according to an accounting of the \$1.1 million project by Miami-Dade Public Schools. The Dolphins Foundation paid \$250,000. The school district paid the rest.

Rodney Barreto, chairman of Miami's Host Committee, said some would argue the city is spending too much money on luring the most popular and wealthiest sports league in the country.

"I think the notion that the city is using taxpayers' money to help promote a game is wrong," he told the Miami Herald. "A lot of people would argue it the other way, but I would argue that this is just great for the community."

Barreto said the commit-

tee, a nonprofit formed to compete for the Super Bowl and handle organizing efforts locally, planned to bring a free concert to Miami Beach. But plans changed, and that free concert was canceled. The host committee is offering free live music at Bayfront Park in downtown Miami, where the league's NFL Live festival is being held, said Karla Fortuny, a media representative with the Host Committee.

"We have [events] throughout the whole region," Barreto said. "Miami Beach has gotten its fair share of stuff; it's going to be tough to move around Miami Beach."

Miami Beach Tourism and Culture Director Matt Kenny said the free concert that the Host Committee was planning would have been conditioned on a city waiver of \$178,250 in special event permit fees, separate from the \$1.5 million in other waived fees and contributions from the city.

The Host Committee was "hoping to do a concert, but that did not come to fruition," he said in an email. Because the event did not happen, there were no fees to be waived.

So what's in it for Miami Beach taxpayers?

The NFL brought its NFL Experience, a six-day Super Bowl expo, to the city's convention center — and waived 15% off the ticket price for residents.

Kids got in free, so did the NFL.

The city agreed to waive up to \$857,540 in rental fees for the NFL to shut down its convention center for much of the week and double as a media center for the roughly 6,000 credentialed media members.

The Host Committee asked the city to suspend permits for unaffiliated commercial advertisements and mobile or temporary food concessions within a mile of all Super Bowl-related events.

City leaders, including

Richardson, said the economic benefit of hosting a Super Bowl far outweighs any incentives the city gave the NFL.

A market analysis and economic impact report presented to the city after the 2010 Super Bowl, the last Super Bowl hosted in South Florida, estimated that the Big Game generated \$82,848,170 in combined media exposure for South Florida. Out-of-town visitors in Miami for the game spent an average of \$947 per day on accommodations, meals, transportation and other expenses, the Host Committee said.

In Miami-Dade County, the direct economic impact of hosting the Super Bowl was \$39.6 million, the report found. Indirect business taxes in the area alone were \$14.1 million.

"I think we have to look at this from an economic impact perspective," said Commissioner Ricky Arriola. "I think the investment directly pays for itself."

He called the city's investments a "no brainer" considering what the city is expecting to receive in return. Without offering specific figures, he said the tax revenues from hotels and added retail sales, along with the media exposure, will give the city a net-positive return on investment.

The expected surge in resort tax revenues can fund city services like the free trolley that runs around the city, Commissioner Mark Samuelian said.

"Those resort taxes allow us to do a better job serving the residents," he said. "I always look at the cost and the benefits, including the impact on our residents. Here, because of the enormous impact on resort taxes, free publicity for the community, I think that our [investment] is extremely well spent."

Martin Vassolo:
305-376-2071,
martindvassolo



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at a Regular Commission Meeting on Wednesday, February 12, 2020 at 7:00 p.m. at the Sherbondy Village Auditorium, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI-BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY WITH INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING SECTION 22-136(E) TO DELETE CERTAIN LANGUAGE REFERRING TRANSIT ORIENTED CORRIDOR AS A SCRIVENER'S ERROR; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 8, 2020).

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (Creole).

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

Joanna Flores, CMC
City Clerk
City of Opa-locka



Office of the City Clerk
780 Fisherman Street
4th Floor
Opa-locka, FL 33054
Tele: (305) 953-2800

CITY OF OPA-LOCKA BOARD APPLICATION

Name: Zamarr T. Brown, RA, LEED AP

Home Address: N/A

proof of residency required (Street) (City) (State) (Zip Code)

Mailing Address (if different): 2001 Tyler Street, Suite 2; Hollywood, FL 33020

E-Mail Address: zbrown@design2form.com

Home Phone: _____ Fax: _____ Cell: 305-308-6303 Business: 305-670-4898, Ext. 1

Years Living in Opa-locka: Non Opa-locka resident

Employer: Self-employed Occupation: Owner and Principal Architect

Professional Activities: Architect, Interior Design, Planner

Volunteer Activities: 100 Black Men of South Florida, National Organization of Minority Architects

Why do you wish to serve on this board/committee? I've had the opportunity to serve as Architect for the preservation and restoration of the Historic Hurt Building in the City of Opa-Locka and serving on this board will be an extension for me to witness the City flourish and to reinforce the historic nature of the City.

Please check the board(s) on which you are interested in serving as a member:

☒	Historic Environmental Preservation Board	☐	Community Relations, Recreation & Activities Advisory Board
☐	Planning and Zoning Appeals Board	☐	Housing Authority & Nuisance Abatement Board
☐	Civil Service Board	☐	* Canvassing Board

*** AD HOC - boards will be formed when necessary to deal with a specific issue**

Conflict of Interest: If a board member believes he / she has a conflict or potential conflict of interest on a particular issue, that member should state this beliefs to the other members of his / her respective board during a public meeting. The member should state the nature of the conflict, detailing that he / she has a separate, private or monetary interest, either direct or indirect, in the issue under consideration. The member should than excuse himself / herself from voting on the matter.

Florida Sunshine Law applies to all city boards. Financial Disclosure form is required, if appointed to serve.

What areas of concern would you like to see addressed by this board/committee? To seek grants to preserve and/or restore historic structures and to identify additional properties that should be included in the historic registry.

Qualifications for serving: See attached resume.

Other municipal or county boards/committees or non-profits on which you are serving: None

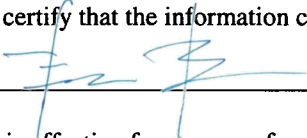
List three local personal references and phone numbers (*references must be non-related and non-city employee*):

1. Marcia Grant, 305.687.3546

2. Dr. Germaine Smith-Baugh, 954-584-0777

3. Senator Perry Thurston, 954-224-9575

By signing below, I certify that the information contained in this application is true and accurate.

Signature:  Date: 1/28/20

NOTE: Application is effective for one year from date of completion. If you have any questions, please call the City Clerk's Office at 305.953.2800/2801.

Applications should be returned to the following:

Office of the City Clerk
780 Fisherman Street, 4th Floor
Opa-locka, FL 33054
Email: jflores@opalockafl.gov

JOIN ME, COMMISSIONER JOSEPH L. KELLEY FOR

MEET ME MONDAY

**In “The Great” City of Opa-locka
Mayor and City Commission**

LISTEN TO COMMUNITY CONCERNS
ENCOURAGE NEIGHBORS FEEDBACK AND PARTICIPATION
ADDRESS IMPORTANT TOPICS
DISCUSS NEIGHBORHOOD IMPROVEMENT

DO YOU HAVE QUESTIONS?
DO YOU WANT ANSWERS?
NEED TO SEEK SOLUTIONS?



February 10, 2020 at 6 PM
Mt. Pleasant Community Church
15000 NW 27th Ave.
Opa-locka, FL. 33054
For more information please call 786-393-9175

“ALWAYS AT WORK FOR YOU”

“One or more elected officials may be in attendance.”



**COMMISSIONER
JOSEPH L. KELLEY**



**SPECIAL GUEST:
JOHN E. PATE
CITY MANAGER**





CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

NOTICE IS HEREBY GIVEN that the City Commission of the City of Opa-locka, Florida will hold public hearings at a Regular Commission Meeting on Wednesday, February 12, 2020 at 7:00 p.m. at the Sherbondy Village Auditorium, 215 President Barack Obama (Perviz) Avenue, Opa-locka, Florida to consider the following items:

RESOLUTIONS/PUBLIC HEARINGS:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A SELF STORAGE FACILITY ON THE PROPERTY LOCATED AT 12940 NW 27TH AVENUE AND THE ADJACENT PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-004-0031 AND 08-2128-004-0022, IN THE B-2 AND B-3 ZONING DISTRICTS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, TO EXECUTE AN AMENDED AND RESTATED COUNTY DEED RELATED TO THE FORMER COUNTY-OWNED PROPERTY LOCATED AT 1801 ALI-BABA AVENUE, OPA-LOCKA, FLORIDA TO PERMIT THE CITY OF OPA-LOCKA TO DEVELOP SUCH PROPERTY WITH INFILL HOUSING RATHER THAN A TOT LOT AND TO COMPLY WITH THE REQUIREMENTS OF THE AMENDED AND RESTATED COUNTY DEED; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING SECTION 22-136(E) TO DELETE CERTAIN LANGUAGE REFERENCING TRANSIT ORIENTED CORRIDOR AS A SCRIVENER'S ERROR; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on January 8, 2020).

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fisherman Street, 4th Floor, Opa-locka, Florida. All interested persons are encouraged to attend this meeting and will be heard with respect to the public hearings.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceeding should contact the Office of the City Clerk at (305) 953-2800 for assistance no later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877)955-8707 (Creole).

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

**Joanna Flores, CMC
City Clerk 190
City of Opa-locka**

CITY OF OPA-LOCKA

Mayor & Commission



1st Annual
SENIOR CITIZENS

*Valentines
Day
Gala*



Hosted by Commissioner Sherelean Bass
and the Parks & Recreation Department

FEBRUARY 14, 2020
7:00 PM

SHERBONDY VILLAGE
215 PERVIZ AVE
OPA-LOCKA, FL 33054

Dress to Impress - preferably in red
For further info, please call 305.953.2875



CITY OF OPA-LOCKA NOTICE TO THE PUBLIC

WORKSHOP

NOTICE IS HEREBY GIVEN that the City of Opa-locka, Florida, will conduct a public Workshop on **Wednesday, February 19, 2020 at 6:00 p.m.** in the Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida. The purpose of the workshop is to discuss the following:

- Roads, Streets, Water and Sewer Infrastructure Planning

If you have any questions, please feel free to contact the Office of the City Clerk at 305.953.2800/2801.

**Joanna Flores, CMC
City Clerk**



The City of Opa-locka



Mayor and Commission



FOOD DISTRIBUTION

**Hosted by: Commissioner Joseph L. Kelley and
Commissioner Alvin Burke**

Feburary 21, 2020

10:00AM

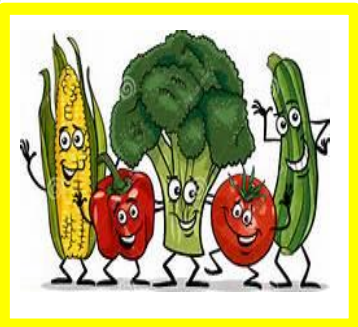
(While supplies last) at

SHERBONDY PARK PAVILION

215 Perviz Ave.

(Bring Your Own Bag)

FOR MORE INFORMATION CALL (786-393-9175) TWEET @jkelleyOL





Hosted by Commissioner Joseph L. Kelley
"The Great" City of Opa-locka Mayor and City Commission

Seniors Fishing

* Bait and lunch will be provided.

You are responsible for your own tackle

Date: February 25th, 2020, 8:30AM—3:30PM

Location: South Bay



Commissioner Joseph L. Kelley



SEATING IS LIMITED.

PLEASE RSVP TODAY BY CALLING 786-393-9175

The City of Opa-locka
Mayor/Commission
and Farm Share
will be having a
Food Distribution
La Ciudad de Opa-locka y Farm Share
tendran una
Distribucion De Comida

Hosted by/presentado por:

Commissioner Joseph L. Kelley
and Commissioner Alvin Burke



Date/Fecha:

Wednesday, March 4, 2020
Miercoles el 4 de Marzo del 2020

Time/Horario:

10:00 a.m. – 1:00 p.m.



Location/Lugar:

Sherbondy Pavilion
777 Sharazad Boulevard
Opa-locka, FL 33054

Items will be distributed on a first come first
serve basis

Articulos seran distribuidos por orden de llegada



Farm Share, Inc. This institution is an equal opportunity provider.



FOR MORE INFORMATION
CALL/PARA MAS INFORMACION
LLAME:
786.393.9175

