

City of Opa-locka

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



Regular Commission Meeting Agenda

Wednesday, January 08, 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

January 8, 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:**
 - 1. Special Presentation by Commissioner Sherelean Bass**
 - 2. Special Presentation by Human Resources Department**
- 6. APPROVAL OF CONSENT AGENDA AND PULL LIST (deferrals and deletions):**
- 7. APPROVAL OF AGENDA:**
- 8. APPROVAL OF MINUTES:**
 - 1. Regular Commission Meeting – November 13, 2019**
 - 2. Regular Commission Meeting – December 11, 2019**
- 9. DISTRICT ONE / DISTRICT TWO - COUNTY COMMISSIONER REPORT:**
- 10. PUBLIC PRESENTATIONS:**
 - 1. Katina M. Hardee**
Fowler White Burnett Attorneys at Law
re: 22nd Avenue Apartments, LLC d/b/a/ Cordoba Courts
- 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, AUTHORIZING THE CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH ONE (1) THREE YEAR RENEWAL OPTION; AND 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 MANAGER TO PIGGYBACK THE CITY OF NORTH MIAMI BEACH PROFESSIONAL SERVICES AGREEMENT (ITB 2016-04) WITH ASPHALT & ENGINEERING, INC. FOR STREET REPAIRS ON NW 139TH STREET, IN AN AMOUNT NOT TO EXCEED \$85,264.00 IN A CONTRACT FORM TO BE APPROVED BY THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE MIAMI-DADE COUNTY FLORIDA CONTRACT WITH INSTITUFORM TECHNOLOGIES, LLC FOR QUALIFIED PROFESSIONAL SERVICES TO ACHIEVE THE LS0 SERVICE BASIN CURED-IN-PLACE (CIPP) PIPE LINING METHOD REHABILITATION IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND FOUR HUNDRED ONE DOLLARS AND THIRTY CENTS (\$68,401.30), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 WITH THE AUDITING FIRM ANTHONY BRUNSON, P.A. FOR EMERGENCY COMPLETION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, 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 NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

14. NEW ITEMS:

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

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*

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, 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. *Sponsored by City Manager*

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF A REQUEST 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 (first reading/public hearing held on December 11, 2019). *Sponsored by City Manager*

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND

PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on December 11, 2019). *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
7 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)**

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. City of Opa-locka private closed Attorney-Client Session, Wednesday, **January 8, 2020 at 6:00 p.m. to discuss pending litigation matter: Joseph Barton et al v. City of Opa-locka, in the 11th Judicial Circuit, Case #2016-011180-CA-01.**

C. Join Commissioner Joseph L. Kelley for Meet Me Monday, **January 13, 2020 @ 6:00 p.m., Helen L. Miller Center, 2331 NW 143rd Street, Opa-locka, Florida.**

D. City of Opa-locka Mayor and Commission Food Distribution, Friday, **January 17, 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**

E. Please join the City of Opa-locka for the Annual Martin Luther King Jr Walk, Saturday, **January 18, 2020 starting at 9:00 a.m. beginning at the corner of NW**

151st Street and NW 27th Avenue and proceed West to President Obama (Perviz) Avenue then South to Sherbondy Village followed by a Community Kickball game with the Opa-locka Police Department. *Hosted by Commissioner Joseph L. Kelley / Founded by former Commissioner Ollie B. Kelley*

- F. You're Invited to the City of Opa-locka State of the City Address presented by Mayor Matthew A. Pigatt on Friday, **January 24, 2020** at 6:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.**

APPROVAL OF MINUTES

CITY OF OPA-LOCKA

"The Great City"

CLERK'S ACTION SUMMARY MINUTES

REGULAR COMMISSION MEETING

WEDNESDAY, November 13, 2019

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, November 13, 2019 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, Commissioner Alvin Burke and Commissioner Joseph L. Kelley. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

The City Commission acknowledged the Opa-locka Hurricanes 8U Football team for making it to the Super Bowl and becoming champions in the National Youth Football League.

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

The following items were pulled from the Consent Agenda to be discussed separately under Action Items: Pulled 13-3 and 13-4 (Mayor Pigatt); pulled 13-5 (Commissioner Kelley).

7. APPROVAL OF AGENDA:

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

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

Commissioner Burke Yes

Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – September 25, 2019

It was moved by Commissioner Bass, seconded by Vice Mayor Davis to approve the minutes from the Regular Commission Meeting of September 25, 2019.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Special Commission Meeting Minutes – September 30, 2019

It was moved by Commissioner Burke, seconded by Vice Mayor Davis to approve the minutes from the Special Commission Meeting of September 30, 2019.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Regular Commission Meeting Minutes – October 23, 2019

It was moved by Commissioner Bass, seconded by Commissioner Kelley to approve the minutes from the Regular Commission Meeting of October 23, 2019.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Special Commission Meeting Minutes – October 30, 2019

It was moved by Commissioner Bass, seconded by Vice Mayor Davis to approve the minutes from the Special Commission Meeting of October 30, 2019.

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

Commissioner Burke	Yes
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, said he does not have any reports at this time, but will take any concerns to Commissioner Jordan.

Commissioner Kelley asked for the status on the Jackson North Hospital as the area looks terrible.

Mr. Gardner said he will look into the matter.

Commissioner Kelley said the light on 37th Avenue by Amazon is still an ongoing challenge and his vehicle was almost hit; he asked that something be done to correct the traffic situation.

Mr. Gardner said he will pass it on to the traffic division of the county.

10. PUBLIC PRESENTATION:

11. CITIZENS' INPUT:

Eric Redmon, 2766 NW 131st Street, Opa-locka, FL, thanked the manager for meeting with him recently and proceeded to say that there are two sides to the City pertaining to Code Enforcement matters. One belongs to Randolph Aikens and the other belongs to Wilma Wilcox and it is a problem because Ms. Wilcox has to handle all matters. This is wrong because there are violations all over the place in the area. He applauded the police and the manager for handling the recent incident in the news. He said he has been asking for increases and new cars for the police and has only heard promises and it is not right; something should be done.

Audrey Dominguez, 1147 Jann Avenue, Opa-locka, FL, said she went to pay her bill on yesterday and not only was the bill high, there was no one to accept the payment because the customer service person was on break. She asked the manager to help with the situation.

Dorothy Johnson, 13724 NW 22nd Place, Opa-locka, FL, asked the commission to look into getting out of the financial situation because it was done in the past. She hopes that the City still has a legislative person in Tallahassee working on its behalf because the City needs it. On Burlington Street and Service Road there are plenty of potholes and her mother's car was damaged because of this. She said she hopes the recipient of the educational scholarship received the funds and it is not just legislation. Also, the planes heading toward Opa-locka Airport are flying too low and someone needs to look into the matter.

Vice Mayor Davis said the City is working to address the billing situation and asked the residents to bear with them as they are in a transitional period with the county for billing matters.

City Manager Pate agreed with the vice mayor.

Commissioner Kelley asked if there is communication in place to address the potholes that are eroded when it rains because residents should be able to reach out to someone for these matters.

Mayor Pigatt thanked the residents for bringing matters to the attention of the commission and assured them that the City is working to expedite the issues.

City Manager Pate agreed with the mayor and informed the residents that he will soon have a succinct plan to address all matters pertaining to the City.

12. ACTION ITEMS:

13-3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING ISSUANCE OF A REQUEST FOR PROPOSALS (“RFP”) FOR JANITORIAL SERVICES FOR 780 FISHERMAN STREET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above resolution was read by Attorney Norris-Weeks.

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

Mayor Pigatt asked the manager why they are receiving a draft of the RFP instead of a final document and if it is a budgeted expense.

City Manager Pate said the document has to go to the state and be approved before it can be final and it is a budgeted item.

Mayor Pigatt said he hoped it will be advertised on all platforms so they can have a diverse amount of individuals who apply.

Commissioner Bass asked if there is a current janitorial service for city hall.

City Manager Pate said, “Yes.”

There being no further discussion, the motion on the resolution passed by a 5-0.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

13-4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AWARDING A ONE THOUSAND DOLLAR (\$1,000.00) SCHOLARSHIP TO GIA COGDELL THROUGH THE EDUCATIONAL SCHOLARSHIP PROGRAM, AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Commission*

The above resolution was read by Attorney Norris-Weeks.

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

Commissioner Kelley said the funds that were awarded were sent to the schools and the recipients are notified.

Mayor Pigatt said he pulled the item so the public will know the City pushed for the program and two recipients were chosen, however the state did not approve the funds in the new budget. The City will continue to look for ways in which they can bring back the program in the future.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

13-5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ESTABLISHING AN ABANDONED PROPERTY REGISTRATION PROCESS WITHIN THE CITY AS SET FORTH IN EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Davis*

The above resolution was read by Attorney Norris-Weeks.

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

Commissioner Kelley asked the sponsor for clarity on the item.

Vice Mayor Davis said similar cities have the program currently in place and it is successful. It requires owners to register properties they own that are vacant. This will allow the City to address public safety and compliance issues as they arise.

Commissioner Kelley said that he supports the intent, but he wants to know how the City will maintain compliance of these properties once the process is put in place.

City Attorney Norris-Weeks said the property should be reported once it is deemed vacant. Every twelve months from that point, it will need to be renewed so the City is aware of the vacancies. The intent will achieve the purpose of creating a process to decrease the number of abandoned property.

Mayor Pigatt said he hopes moving forward that when ideas are posed, they include the policies and costs associated with implementation so the commission and the citizens have a clear understanding.

City Manager Pate said he will work with the clerk to develop a process for writing up the agenda packet.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

13. CONSENT AGENDA:

13-1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE CITY OF OPA-LOCKA'S 2020 LEGISLATIVE PRIORITY LIST, ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

13-2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, PERMITTING THE CITY OF OPA-LOCKA COMMISSIONERS TO MAKE INQUIRIES OF CITY STAFF FOR THE SOLE PURPOSE OF GOOD FAITH INQUIRIES AND INVESTIGATIONS PURSUANT TO ARTICLE IV, SECTION 4.2 (B) OF THE CITY OF OPA-LOCKA CHARTER; REPEALING RESOLUTION NO. 18-9512 AND ANY OTHER RESOLUTION IN CONFLICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolutions were read by Attorney Norris-Weeks.

It was moved by Vice Mayor Davis, seconded by Commissioner Kelley to pass the resolutions.

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

Commissioner Burke	Yes
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):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING VARIOUS SECTIONS OF CHAPTER 21, ENTITLED “WATER, SEWER AND STORMWATER UTILITIES”; ADOPTING CERTAIN RULES AND REGULATIONS OF THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT; SPECIFICALLY AMENDING SECTION 21-85 ENTITLED “WHEN BILLS DUE AND PAYABLE, DISCONNECTING SERVICE FOR NON-PAYMENT” TO DECREASE THE TIME FOR A DETERMINATION OF DELINQUENCY FORM THIRTY DAYS TO TWENTY-ONE DAYS; CLARIFYING SECTION 21-85 AND 21-97 ENTITLED “REGULATIONS GOVERNING MIAMI-DADE BILLING FOR THE CITY OF OPA-LOCKA” TO ENSURE THAT CERTAIN RULES AND REGULATIONS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT SHALL APPLY TO THE CITY OF OPA-LOCKA; CLARIFYING THE ADOPTION OF ARTICLE VI, SECTION 32-91 THROUGH SECTION 32-101 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing.

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

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

Mayor Pigatt asked David Ritchie from Miami-Dade County to come and provide information about the billing.

Mr. Ritchie said the City of Opa-locka is adopting the rules and regulations of Miami-Dade County as to how they handle all of their customers; the majority of the rules are the same as the City, except the City did not comply with its rules consistently. He cannot provide any exact calculations because he does not have the data in front of him.

City Manager Pate said they have been working to correct all of the issues for the billing and will continue working with the county to be on the same page.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 13 OF THE CITY OF OPA-LOCKA'S CODE OF ORDINANCE, ENTITLED "LICENSES AND BUSINESS REGULATIONS", ARTICLE XIV ENTITLED "LANDLORD PERMIT", SPECIFICALLY AMENDING SECTION, 1313-274 TO ADD NEW SECTION (3) REQUIRING ALL APARTMENT BUILDINGS WITH FORTY UNITS OR MORE TO BE REQUIRED TO HAVE AN ONSITE PROPERTY MANAGER AND ARMED SECURITY SERVICES; AMENDING SECTION 13-278(5)(b) TO REQUIRE PERMIT APPLICANTS WITH FORTY (40) OR MORE APARTMENT UNITS TO COMPLETE A SEPARATE FORM TO BE CREATED BY CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on October 9, 2019). *Sponsored by Commissioner Kelley and Co-sponsored by Vice Mayor Davis*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing.

Dorothy Johnson, 13724 NW 2nd Place, Opa-locka, FL, said a lot of legislation was removed in 2015 so the laws are no longer there. She commended the commission and said the item is well needed to keep the citizens safe.

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

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

Vice Mayor Davis said he would like for the item to pass tonight and not be deferred until a later date.

Commissioner Burke asked how the item will be enforced because it has been known that the property owners will come in and fill out the paperwork and still will not provide armed security.

City Attorney Norris-Weeks said it will prevent the landlord from obtaining a certificate of occupancy if they do not get the permit. The City will have the obligation to provide staff to enforce it.

Commissioner Kelley said he agrees with Commissioner Burke that the item will need to be enforced in order to keep the residents safe. He knows it will have an impact on smaller complexes, but it is necessary. A lot of the units have subsidies for security so they can absorb the costs.

Vice Mayor Davis said the City has a serious public safety issue with the apartment complexes and it needs to be addressed.

City Manager Pate said they will be prepared to enforce the item starting January 1, 2020.

Mayor Pigatt said he is concerned that the City is going to catch flack for this in the future and the owners are going to come with a lot of issues.

Commissioner Kelley said the item came from staff who suggested that something be done about the recent shootings and he decided to sponsor it.

Mayor Pigatt asked the manager to provide any and all correspondences from staff relating to the item.

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

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

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING THE CITY OF OPA-LOCKA CODE OF ORDINANCES, ARTICLE VIII, ENTITLED “STREET VENDORS”, SECTION 13-160, ENTITLED “LOUD NOISES AND SPEAKING DEVICES” TO PROHIBIT ICE CREAM TRUCK VENDORS FROM OPERATING IN RESIDENTIAL ZONING DISTRICTS BEYOND TEN O’CLOCK PM FOR THE PURPOSE OF VENDING, SELLING OR SERVING GOODS, WARES OR MERCHANDISE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Commissioner Kelley*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing.

Eric Redmon, 2766 NW 131st Street, Villa Francine, Opa-locka, FL, said he is concerned with the portion relating to the ice cream trucks. He suggested that the trucks stop running at 9:00 p.m. on school nights and then 10:00 p.m. on the weekends.

Dorothy Johnson, 13724 NW 22nd Place, Opa-locka, FL, suggested that the Police Department be called to enforce the time for ice cream trucks. She agreed with the time suggested by the last speaker and said she supports the item.

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

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

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Commissioner Kelley said he wants to make sure the time is captured for all vendors.

Commissioner Bass said she believes 9:00 p.m. is appropriate and 10:00 p.m. is too late for children to be outside. She brought it up at the last meeting and still believes in that time.

Vice Mayor Davis asked why that time was being chosen and not earlier.

Commissioner Kelley said he did not want other vendors to be shut down too early as they will not be able to earn monies.

Commissioner Burke asked if food trucks will be banned at 9:00 p.m. and not be able to sell anything because of the noise if so, he does not agree with it.

Mayor Pigatt said the item relates to mobile vendors going into residential districts and selling goods. Food trucks in commercial areas will not be affected.

A motion was made to amend the time from 10:00 p.m. to 9:00 p.m.

It was moved by Vice Mayor Davis, seconded by Commissioner Bass to amend the item.

Commissioner Kelley said he could have accepted the motion as a friendly amendment so it does not need an additional vote.

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

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

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

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

C. RESOLUTIONS/PUBLIC HEARINGS:

17. CITY MANAGER'S REPORT:

City Manager Pate said he has been working on the finances for the last few weeks in order to make a presentation to the oversight board at the next Financial Emergency Meeting. There is an ongoing investigation in regards to the incident involving the officer at Cordova Apartments.

Commissioner Burke asked the manager if there is any truth that Police Officers are using their personal vehicles for work.

City Manager Pate said he does not know if this is happening and will provide a report to the commission in twenty four hours.

Commissioner Burke said employees need clear policy and procedures updated to reflect what is expected of them to avoid potential liabilities.

City Manager Pate said he is working with staff and multiple outside agencies to address concerns regarding policy and procedures.

Mayor Pigatt asked that a report be made available to everyone regarding the 5 Year recovery Plan and the financial audits.

18. OFFICIAL BOARD REPORTS:

Mayor Pigatt said he is concerned that they are not receiving consistent board reports. He asked who is assigned to ensuring that the boards meet.

City Manager Pate said his office assigns board clerks to serve at the meetings, but they meet as needed. He is currently working with the clerk's office to get a feel of how the City operates its boards. He also mentioned the Historic Environmental Preservation Board and stated that if appointments are not made and the board becomes active, it will be taken over by the county so he is working on that as well. He asked that appointments are made by the commission before the next meeting so he can provide a response to the county.

Mayor Pigatt said this is a concern for him and the preservation of the architecture in the City; he hopes the vacancies will be filled and they will start to meet.

19. MAYOR/COMMISSION REPORT:

Commissioner Kelley announced the food distribution program that will be held on Friday at 10:00 a.m. at the pavilion at Sherbondy Park. He will announce what else he is working on at a later time.

Commissioner Burke invited all Veterans to an event at the Opa-locka Coast Guard Station from 10:00 a.m. to 12:30 p.m. that will include a job fair.

Commissioner Bass announced A Night of Thanksgiving on Friday evening, November 22, 2019 and invited everyone to attend.

Mayor Pigatt spoke on the state legislature looking to bring forth a bill to dissolve a City in the event of financial emergencies and receivership. He asked the manager's office to put together a comprehensive response to JLAC regarding the concerns they made.

City Manager Pate said he is working currently on providing a response to the commission and the state as it relates to the "99 Findings", the audits, and the state of the City's finances among other issues.

Mayor Pigatt asked the commission to consider cancelling the second meetings for November and December as this has been done historically in observance of the holidays.

A motion was made to cancel the meetings as suggested.

It was moved by Vice Mayor Davis, seconded by Commissioner Kelley to cancel the meetings.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

20. OFFICIAL BOARD APPOINTMENTS:

21. ADJOURNMENT:

There being no further business to come before the commission, it was moved by Commissioner Burke, seconded by Vice Mayor Davis to adjourn the meeting at 9:23 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF OPA-LOCKA

“The Great City”

CLERK’S ACTION SUMMARY MINUTES

REGULAR COMMISSION MEETING

WEDNESDAY, December 11, 2019

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, December 11, 2019 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, Commissioner Alvin Burke and Commissioner Joseph L. Kelley. Also in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, and City Clerk Joanna Flores.

3. INVOCATION:

The invocation was delivered by Commissioner Sherelean Bass.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGEMENTS:

Mayor Pigatt acknowledged the passing of former Miami Times Publisher Mr. Garth Reeves who died at 100 years old.

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

NEW ITEMS:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SEEKING APPROVAL OF THE LOAN PROPOSAL FROM CITY NATIONAL BANK OF FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO GIVE EFFECT TO THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by City Clerk Flores.

It was moved by Commissioner Bass, seconded by Commissioner Burke to amend the agenda to

include item 14-1.

There being no discussion, the motion to amend the agenda to include item 14-1 passed by a 5-0 vote.

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

7. APPROVAL OF AGENDA:

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

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – October 9, 2019

It was moved by Commissioner Bass, seconded by Vice Mayor Davis to approve the minutes from the Regular Commission Meeting of October 9, 2019.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

Special Commission Meeting Minutes – November 8, 2019

It was moved by Vice Mayor Davis, seconded by Commissioner Bass to approve the minutes from the Special Commission Meeting of November 8, 2019.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes

Regular Commission Meeting Minutes - December 11, 2019

Mayor Pigatt

Yes

Special Commission Meeting Minutes – November 26, 2019

It was moved by Commissioner Kelley, seconded by Commissioner Bass to approve the minutes from the Special Commission Meeting of November 26, 2019.

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

Commissioner Burke	Yes
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, said he does not have any reports at this time, but will take any issues or concerns to Commissioner Jordan.

Commissioner Kelley said he received the e-mail regarding the old Jackson Hospital and knows it will take some time for the cleanup; he hopes it won't take ninety days.

Louis Antoine, Commissioner Jean Monestime's Office, District II, apologized for his absence from the last several commission meetings. He pledged to be there for every meeting next year. He is going to make sure the vice mayor's request to meet with Commissioner Monestime is scheduled.

Vice Mayor Davis asked that the debris in the gutters around Ingram Terrace Apartments be removed.

Commissioner Kelley asked that one of the Haitian American events are held in the City during the month of May.

Mayor Pigatt asked that the county roads in and around the City be repaved.

10. PUBLIC PRESENTATION:

- 1. Commissioner Esteban Bovo, Jr.**
Miami-Dade County Board of County Commission, District 13
Ref: 2020 Census

Commissioner Bovo was not present for the presentation.

- 2. John Riley**
Former City of Opa-locka Commissioner
Ref: Miami-Dade County Commission on Ethics & Public Trust, Case No. C19-05-02

Mr. Riley said he had a complaint filed with the Ethics Commission and was told that he could not receive representation because the issue was not in his official capacity as a commissioner; he hopes the issue can be resolved through the commission. He mentioned the crossing light near

Regular Commission Meeting Minutes - December 11, 2019

Ace Hardware Store, it is malfunctioning and does not change for long periods of time. He hopes it will be fixed.

11. CITIZENS' INPUT:

Virginia Cook, The Eye Opener Missionary Ministry, 1244 Ali-Baba Avenue, Opa-locka, FL, thanked Mr. Austin for using the truck to dry up all of the water in front of the church at a recent event that was held there after heavy rains.

Debra Pinnero, 3040 NW 134th Street, #3, Opa-locka, FL, she said she spoke to several employees in the water office regarding the billing issue at the property and would like to know when it can be approved for the billing adjustment. She thanked the commission in advance for any assistance they can provide.

(Inaudible), Property Manager at 681 Fisherman Street, Opa-locka, FL, said they are wanting to provide free training for those in the construction field. Transportation and free food will also be provided. The participants will receive a certificate of completion once they have gone through the training.

Dorothy Johnson, 13724 NW 22nd Place, Opa-locka, FL asked when the public access Channel 77 was going to be brought back to the City. She also encouraged people to complete the Census because it is very important and that is what determines the dollars that are allocated to Cities.

Tamera Depace, Property Manager at Glorietta Apartments, 13210 Alexandria Drive, Opa-locka, FL, came and informed the commission that her complex is making great strides with the improvement of the safety of the property and there are more changes to come. She also said there is a Police Substation on the property and encouraged the Police Department if need be.

Natasha Ervin 670 Dunad Avenue, Opa-locka, FL, said the Booster Club was created as a Partnership with the Parks & Recreation Department in 2014 to ensure the youth have quality services year round and nice toys at Christmastime.

Eric Redmon, 2766 NW 131st Street, Opa-locka, FL said what was said by the previous citizen is missing some key points. The flyer that is being distributed has the City's logo on it, but in a social media post the citizen requested donations to be made payable to her personal CashApp. He questioned what the funds that are being donated are being used for and how the citizen being held accountable.

Chris Roberts, 1820 Rutland Street, Opa-locka, FL, said she has an issue when people come and speak and don't know what they are speaking about. She said when she puts on events and does for the youth, it comes from both her and Mrs. Ervin's pockets. They keep great book keeping if anyone is questioning what is being done with the funds. She said for someone to come speak on the matter who has never done nothing for the City, it is not right.

Brian Dennis, 821 NW 54th Street, Miami, FL, said the matter regarding the Booster Club has nothing to do with the City, it is personal. He brought two people from his non-profit and offered their services to the City to resolve the matter regarding using the City's logo when collecting funds personally.

Vice Mayor Davis thanked the Property Manager from Glorietta Apartments for coming to provide the commission with an update on the safety concerns in the area.

Commissioner Bass thanked the Property Manager as well the representative who is providing free training and certification.

Commissioner Kelley also thanked the Property Manager and said he hopes more changes continue to take place to keep the residents safe.

Mayor Pigatt also thanked the property manager for the update and went on to ask staff to look into the Booster Club concerns.

12. ACTION ITEMS:

13. CONSENT AGENDA:

13-1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, DIRECTING THE CITY MANAGER TO CLOSE ALL CITY OF OPA-LOCKA OFFICES FROM DECEMBER 25, 2019 THROUGH DECEMBER 27, 2019 AND PROVIDE PAID VACATION TO EMPLOYEES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager

The above resolution was read by Attorney Norris-Weeks.

It was moved by Vice Mayor Davis, seconded by Commissioner Kelley to pass the resolutions.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

14. NEW ITEMS:

14-1: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SEEKING APPROVAL OF THE LOAN PROPOSAL FROM CITY NATIONAL BANK OF FLORIDA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO GIVE EFFECT TO THE PROPOSAL; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney Norris-Weeks.

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

City Manager Pate said this item is a bond that will release almost two million dollars to the City once the documents have been executed.

Commissioner Kelley said he is concerned that fifty percent of what is owed is not enough.

City Attorney Norris-Weeks said the fifty percent that is being released is no drop in the bucket and is a win for the City.

Mayor Pigatt thanked the manager and the attorney for the work they put in to have the funds released' it is a much needed infusion of cash for the City.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

13-1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF FINAL SITE PLAN REVIEW 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*

The above resolution was read by Attorney Norris-Weeks.

Planning & Community Development Director Gregory Gay said this item and the next on are for the approval or denial of zoning changes on the parcels to allow for construction on the sites.

Mayor Pigatt asked Mr. Gay why it would benefit the City to approve the changes for zoning.

Mr. Gay said it is beneficial to the City either way, this just allows the developer to build commercially in another zoning district.

Mayor Pigatt opened the floor for a public hearing.

Representative Dina Gray said she was there on behalf of the developer and brought renderings for the commission to review while she made her presentation on the plans for the site to include the Moorish architecture that is favorable to the City.

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

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

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARING:

A. FIRST READING ORDINANCE(S):

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF A REQUEST TO REZONE THE PARCEL LOCATED AT THE CORNER OF NW 129TH STREET AND NW 27TH AVENUE FROM B-2 AND 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. *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Planning & Community Development Director Gregory Gay said this is a companion item for the previous ordinance and staff recommends approval for the ordinance.

Mayor Pigatt opened the floor for a public hearing.

Ms. Gray asked the commission if they had any questions for her to which they replied, "No."

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

It was moved by Commissioner Burke, seconded by Commissioner Kelley to pass the ordinance.

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

2. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE" PROVIDING A DEFINITION FOR OF UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND

REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Planning & Community Development Director Gregory Gay said that months ago Miami-Dade County had made changes to their “Unity of Title” which did not cover municipalities. They had to come up with a process that mirrors what the county is doing and the language mirrors theirs also. At this time staff is recommending approval of the ordinance on first reading.

Mayor Pigatt opened the floor for a public hearing.

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

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

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING VARIOUS SECTIONS OF CHAPTER 21, ENTITLED “WATER, SEWER AND STORMWATER UTILITIES”; ADOPTING CERTAIN RULES AND REGULATIONS OF THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT; SPECIFICALLY AMENDING SECTION 21-85 ENTITLED “WHEN BILLS DUE AND PAYABLE, DISCONNECTING SERVICE FOR NON-PAYMENT” TO DECREASE THE TIME FOR A DETERMINATION OF DELINQUENCY FORM THIRTY DAYS TO TWENTY-ONE DAYS; CLARIFYING SECTION 21-85 AND 21-97 ENTITLED “REGULATIONS GOVERNING MIAMI-DADE BILLING FOR THE CITY OF OPA-LOCKA” TO ENSURE THAT CERTAIN RULES AND REGULATIONS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT SHALL APPLY TO THE CITY OF OPA-LOCKA; CLARIFYING THE ADOPTION OF ARTICLE VI, SECTION 32-91 THROUGH SECTION 32-101 OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above ordinance was read by Attorney Norris-Weeks.

Mayor Pigatt opened the floor for a public hearing.

Vladimir Murad, Miami-Dade County Water & Sewer Department, Miami, FL, said there were additional items that they would like to add to the amendment of the ordinance. This includes

Section 2.21 Application for Domestic Water Service; Section 2.210 Floating Meters; Section 2.212 Limitation of Use; Section 2.63; Section 2.66(a); Section 2.67; Section 2.710; Section 2.713; Section 2.714; Section 3.77; Section 3.78; Section 3.101(g) excluding the onetime lifetime adjustment; as well as Chapter 32 Article VII. This will close the loophole on the billing and collection process to ensure the customers for the City is in line with Miami-Dade Water & Sewer service going forward.

Mayor Pigatt thanked Mr. Murad for the work the county has done for the last two years to transition the City's billing customers along with the county's. He requested a workshop to inform the residents about the billing services.

Mr. Murad said they have already met with the manager and a workshop is expected to be held in the near future.

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

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

A motion was made to amend the ordinance to include the changes made by the county.

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

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

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

Commissioner Burke	Yes
Vice Mayor Davis	Yes
Commissioner Kelley	Yes
Commissioner Bass	Yes
Mayor Pigatt	Yes

C. RESOLUTIONS/PUBLIC HEARINGS:

17. CITY MANAGER'S REPORT:

1. Glorietta Gardens Management Ref: Security Enhancement

City Manager Pate said his report was given during public presentation and he is available to answer any questions or concerns by the commission at this time.

Vice Mayor Davis asked that the manager follow up with the management from Glorietta Apartments and the Police Department to maintain safety in that area.

Commissioner Kelley told the manager he will send all of the Meet Me Monday concerns in a separate e-mail. He asked that the workshop for the billing is comprehensive as there are many issues dealing with the billing.

City Manager Pate said he has been working with the county to identify all of the issues regarding the billing and will meet with commissioners after the holidays to provide an update.

Mayor Pigatt thanked the manager for the significant changes he has made since was hired seven weeks ago and asked that he continue to do so.

18. OFFICIAL BOARD REPORTS:

Community Relations, Recreation, and Activities Board Chairwoman Natasha Ervin said the Halloween Haunted House event was held on October 31, 2019 for the community and it was a success. The Holiday Toy Giveaway will be held on December 31, 2019; she invited the commission to attend and requested for volunteers to come and help with gift wrapping. She said they are working on a community family day cook out for the community and will provide an update once more planning is done. The Educational Scholarship Program participants have not received their awards as of yet and she asked the commission to look into the matter.

Commissioner Kelley announced that Amazon has pledged to donate toys for the holiday event and he will provide a delivery date once it is provided.

19. MAYOR/COMMISSION REPORT:

Commissioner Burke stated that while he respects the manager and is enjoying the work he is doing, he has to make the changes because it is his job. The commission cannot run the manager and when changes are recommended that were suggested prior to him being appointed as manager, he does not want that. He asked the manager to do his job and let the commission do theirs.

Commissioner Kelley thanked everyone who came out for the Tree Lighting Ceremony on last Friday evening and all of the staff who helped to make it happen. The monthly community feeding will be held on December 20, 2019; he is working on the Annual MLK Walk to be held in January; Meet Me Monday is still being held on a monthly basis and the residents can come out and voice their concerns.

Mayor Pigatt invited everyone to the State of the City Address to be held on the last Friday of January 2020.

20. OFFICIAL BOARD APPOINTMENTS:

Mayor Pigatt informed the public that there are still vacancies open on the City's Advisory Boards and encouraged everyone to apply.

City Attorney Norris-Weeks announced an Executive Session to be held on January 8, 2019 at 6:00 p.m. at Sherbondy Village, 215 Perviz Avenue, to discuss Joseph Barton v. City of Opa-locka Case No. 16-11180.

21. ADJOURNMENT:

There being no further business to come before the commission, it was moved by Commissioner Burke, seconded by Vice Mayor Davis to adjourn the meeting at 9:23 p.m.

MAYOR

ATTEST:

CITY CLERK

CONSENT AGENDA

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO SOLICIT THROUGH A REQUEST FOR QUALIFICATIONS (RFQ) ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES; TO ESTABLISH A RENEWED LIBRARY OF QUALIFIED CONSULTANTS FOR FUTURE PROJECTS ON AN AS NEEDED BASIS FOR AN INITIAL TERM OF THREE (3) YEARS, WITH ONE (1) THREE YEAR RENEWAL OPTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Opa-Locka ("City") has an ongoing need for architectural and engineering services related to citywide infrastructure and construction projects; and

WHEREAS, in accordance with Florida State Statute 287.055, the Consultants' Competitive Negotiations Act ("CCNA"), Architectural and Engineering Consulting Services need to be procured in a specified way; and

WHEREAS, the City Manager has requested that the City advertise on DemandStar, and through other relevant means, Request for Qualifications -- RFQ #2020-0202200 for said services as set forth in Exhibit "A" hereto; and

WHEREAS, the City is seeking to establish a renewed library of qualified consultants for future projects on an as needed basis and for an initial term of three (3) years, with one (1) three year renewal option; and

WHEREAS, it is the best interest of the City to procure Architectural and Engineering Consulting Services at this time and to further pursue Continuing Services Agreements with qualified vendors.

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 Manager to Solicit Request for Qualifications.

The City Commission hereby authorizes the City Manager to solicit, through a Request For Qualifications (RFQ), Architectural and Engineering Consulting Services and to establish a renewed Library of qualified consultants for future projects on an as needed basis for an initial term of three (3) years, with one (1) three year renewal option.

Section 3. Effective Date.

This Resolution shall take effect immediately upon adoption by the City Commission of the City of Opa-locka and approval by the State of Florida.

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”



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

RECEIVED
CITY OF OPA-LOCKA
OFFICE OF THE CITY CLERK
2019 DEC 23 PM 3:32

Department Director:	Airia Austin		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	01/8/2019	Item Type:	Resolution	Ordinance	Other
		(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
				X	X
Funding Source: Account# : 41-541340	(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:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to advertise a Request for Qualifications (RFQ) for General Civil Engineering and Professional Consulting Services for the City of Opa-locka.

Staff Summary:

The purpose of this request is to initiate the Request for Qualifications (RFQ) for General Civil Engineering and Professional Consulting Services for the City for ongoing and future capital projects to comply with the State requirements.

Proposed Action:

Staff recommends approval of the item to prevent the City from losing State funding that is currently active to complete Cairo Lane and NW 127th Street Projects

Attachment:

1. Agenda
2. RFQ Draft Document

CITY OF OPA-LOCKA



RFP NO: 19-xxxxx

REQUEST FOR QUALIFICATIONS

**GENERAL CIVIL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

FOR

THE CITY OF OPA-LOCKA

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

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2.1 EVALUATION PROCESS.....	5
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CITY OF OPA-LOCKA
ADVERTISEMENT FOR REQUEST FOR PROPOSALS
RFP NO: 19-xxxxxx

**GENERAL CIVIL ENGINEERING AND PROFESSIONAL
CONSULTING SERVICES**

The City of Opa-Locka is soliciting proposals for the purpose of selecting a qualified firm to provide civil engineering and professional consulting services on an as-needed basis.

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:

GENERAL CIVIL ENGINEERING AND PROFESSIONAL CONSULTING SERVICES

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: 19-XXX requirements may also be obtained by visiting the City's website at www.opalockafl.gov (click "RFQ/PROPOSALS" located on the right hand side of the screen and follow the instructions).

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 SCOPE OF WORK

The City of Opa-Locka is requesting proposals from professional civil engineering firms able to provide a variety of engineering services required by the City as needed. The engineering services desired include, but are not limited to preparation of plans, specifications and estimates of costs for construction projects, detailed studies on specific items, conducting investigations, preparation of reports, land surveying activities, construction inspection, and construction contract administration.

1.1 DESCRIPTION

Civil engineering and consulting services to be provided may include:

1. Feasibility analysis
2. Cost estimation
3. Design, including site design
4. Permitting
5. Contract and construction management
6. Inspections
7. Testing
8. Other similar civil engineering work
9. Reviewing land development applications and their associated documents (such as site plans or subdivision plats) to ensure compliance with the City's Land Development Code and Florida Statutes
10. Meeting with elected officials and City staff to consult on issues and projects requiring professional engineering analysis and evaluation. (weekly meetings with City staff)
11. Providing (using company staff or qualified subcontractors) land use planning, surveying, geological and/or geo-technical services
12. Advising elected officials and City staff on such matters as may materially affect the City's physical infrastructure and public assets (such as roads, drainage systems, and park facilities)

Qualified firms and their personnel must possess the ability to communicate and work with officials and staff of state, county, local and quasi-governmental agencies, including permitting and regulatory authority staff and officials, while serving as a representative of the City of Opa-Locka.

1.2 QUALIFICATION STATEMENTS

All qualification statements submitted pursuant to the RFQ shall address, at a minimum, the following:

1. A description of the firm's personnel who will be assigned to handle the engineering needs of the City, including each individual's professional qualifications (education, registrations and professional affiliations) and pertinent experience.
2. The ability to provide support in the following disciplines:
 - Civil Engineering
 - Structural Engineering
 - Transportation/Traffic Engineering
 - Electrical Engineering
 - Land Surveying
 - Environmental Engineering
 - Architectural/Landscape Planning
3. The firm's past experience providing engineering services of the type required by the City of Opa-Locka to other public sector clients.
4. The firm's ability to adhere to time and budget requirements and its past record of meeting project deadlines.
5. The location of staffing and firm resources expected to be made available to serve the City of Opa-Locka.
6. A demonstrated understanding by the firm of the City's geography and land use, and the unique cultural environment that makes Opa-Locka what it is.
7. The firm's ability to research, apply for and obtain project funding (in the form of grants, loans and legislative appropriations) and its success rate in performing such activities for other clients.
8. The firm's ability to assist the City with preparing and submitting project documentation (including reports and permits) required by local, state and federal regulatory agencies.
9. Whether the firm is a certified minority business as defined by the Florida Small and Minority Business Assistance Act of 1985.
10. Evidence of valid state, county and local licenses and business tax receipts proving authority to conduct business in the jurisdiction of the work.
11. An inclusive list of all current public agencies who are clients, as well as those who have been clients of the firm within the past three (3) years, together with contact information for each client (name and phone number of an individual familiar with the firm's work).
12. List of all sub-consultants, their qualifications, and their role in providing City services.

13. Proof and amount of general liability insurance and professional liability insurance.
14. If a corporation, proof of current corporate status.

1.3 KEY DATES

RFQ 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

2 **EVALUATION CRITERIA**

2.1 **EVALUATION PROCESS**

The evaluation criteria are as follows:

CRITERIA	POINTS
Qualifications and Experience of Engineering Firm • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Past performance records • References	25
Location considerations and how it impacts maintaining effective communication between the City and Consultant • Location of the team and proximity of key personnel • Approach to maintaining good communication	25
Qualifications and Experience of the Individuals assigned as City's Main Representative (s) • Qualifications and experience • Demonstrated environment for good communication • Quality control procedures	20
Knowledge and Understanding of the City • Understanding of City's governmental process • Understanding of City's engineering/technical capability • Understanding of City's special needs/unique environment	20
Scheduling • Willingness to meet time and budget requirements • Recent, current and projected workload of team	10

2.2 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 RFQ does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by 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 RFQ 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.

2.3 INQUIRIES

The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFQ, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFQ so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFQ or give information as to the requirements of the RFQ in addition to what is contained in the written RFQ document.

2.4 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 RFQ opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication prior to the opening of the proposals.

2.5 CONTRACTUAL AGREEMENT

This RFQ 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.

2.6 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 RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

2.7 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".

3 PROPOSAL SUBMISSION

3.1 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.

3.2 ADDENDUM

If the City determines that an amendment is required to this RFQ, 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 RFQ. No amendment of any kind to the RFQ 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.

3.3 OPENING OF PROPOSALS

The City intends to open Proposals in public.

3.4 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

4 BIDDING PROCEDURES AND PROTESTS

4.1 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 RFQ.

4.2 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.

4.3 CONE OF SILENCE

Proposers are hereby advised that this RFQ 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.

4.4 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.

4.5 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 RFQ 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 RFQ process.

5 INSURANCE REQUIREMENTS

5.1 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.

5.2 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

6 BONDS

6.1 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.

7 LEGAL LIABILITY

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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: 19-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: _____

Sponsored by: City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE CITY OF NORTH MIAMI BEACH PROFESSIONAL SERVICES AGREEMENT (ITB 2016-04) WITH ASPHALT & ENGINEERING, INC. FOR STREET REPAIRS ON NW 139TH STREET, IN AN AMOUNT NOT TO EXCEED \$85,264.00 IN A CONTRACT FORM TO BE APPROVED BY THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") is in need of temporary roadway restoration of NW 139th Street to include limerock base work, grading compacting and asphalt pavement; and

WHEREAS, the City of North Miami Beach procured the services of Arrow Asphalt and Engineering, Inc., to provide roadway, asphalt restoration and engineering services pursuant to Invitation to Bid (ITD) No. 2016-04 on September 6, 2016; and

WHEREAS, the City Manager has verified that there is an existing valid contract between the City of North Miami Beach and Asphalt & Engineering, Inc.; and

WHEREAS, the temporary repair will enhance driving comfort and safety within the City; and

WHEREAS, the City Commission finds that it is the best interest of the City to piggyback on the City of North Miami Beach so it can benefit from already negotiated rates and enter into an agreement with Arrow Asphalt and Engineering, Inc., for temporary roadway restoration of NW 139th Street.

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

Section 1. **Adoption of Representations.** The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. **Authorization.** The City Commission hereby authorizes the City Manager to piggyback on the City of North Miami Beach for the temporary roadway restoration of NW 139th Street, in an amount not to exceed \$85,264.00 and in a form acceptable to the City Attorney.

Section 3. **Scrivener's Errors.** Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

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

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)



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

RECEIVED
CITY OF OPA-LOCKA
OFFICE OF THE CITY CLERK
2019 DEC 23 PM 3: 32

Department Director:	Airia Austin		Department Director Signature:				
Finance Director:			FD Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	01/08/2020		Item Type: (Enter X in box)	Resolution X	Ordinance		Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
\$85,264.00	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	
41-541340						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:	RFP # Piggyback Contract			
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
	X		Enhance Organizational ☒				
			Bus. & Economic Dev ☐				
			Public Safety ☒				
			Quality of Education ☐				
			Qual. of Life & City Image ☒				
			Communication ☐				
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to piggyback existing contracts for Civil works to perform temporary Street repairs on NW 139th Street.

Staff Summary:

The purpose of this request is to piggyback existing municipal contract with the City of North Miami Beach, for qualified professional services to achieve the Temporary Roadway Restoration of the NW 139th Street. The estimated cost to perform this job will be \$85,264.00. The timeframe to complete this project is expected to be two months. The temporary repair will enhance driving comfort, and safety.

Proposed Action:

Staff recommends approval to piggyback existing contract with the City of North Miami Beach.

Attachment:

1. Agenda
2. Arrow Asphalt & Engineering, Inc Proposal (CTL# 5967)
3. Existing contract with City of North Miami Beach

PROPOSAL
Arrow Asphalt & Engineering, Inc.
3050 N.W. 129th Street, Opa Locka, FL 33054
(305) 688-8686 Voice (305) 688-8484 Fax

CTL# 5967

PROPOSAL SUBMITTED TO:

Date: Friday, May 24, 2019

Client Information

King Leonard
City of Opa Locka
12950 Lejuene Road
Opa Locka, FL 33054
(305) 953-2828 Email: kleonard@opalockafl.gov

Job Site Information

City Street
NW 139th Street
Between 22nd Ave & 19th Ave
Opa Locka, FL

We hereby submit specifications and estimates to perform work at the above job site:

C-21	Limerock base, group 4 (6" thick), including grading and compaction. 800 SY @ \$12.00	
		\$9,600.00
C-5)	Type S-3 Asphaltic pavement (1" thick) machine laid. 4,729 SY @ \$8.00.	\$37,832.00
C-5)	Type S-3 Asphaltic pavement (1" thick) machine laid. Additional 1" Thick. 3,901 SY @ \$8.00	
		\$37,832.00

Pricing base on: Contract ITB 2D16-14 Civil Work North Miami Beach

Total: \$85,264.00

[Add cost of permit to total if required, any additional work will be an extra]

We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of:
Eighty Five Thousand Two Hundred Sixty Four Dollars and 00/100 (\$85,264.00) with 50% deposit. and remaining balance payment due upon completion of job.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. We have reviewed the important Disclosures and have provided any special billing instructions on the reverse side. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

AUTHORIZED SIGNATURE:

Signature: _____

Arrow Asphalt & Engineering, Inc

Date: _____

IMPORTANT DISCLOSURES AND DESIGNATION OF SPECIAL BILLING INSTRUCTIONS

Disclosures:

- 1.) Bid does not include fees for permits, bonds, engineering stakes layouts, as-builds or densities. A fee of \$500.00 will be added if Arrow Asphalt & Engineering Inc. is to apply and be responsible for procurement of permit. No import or export, excess fill or detrious materials included unless noted (cap-rock, muck, grass, trees, ect.) Not responsible for errors and/ or omissions by engineer or surveyor. **BID PRICE VALID FOR THIRTY (30) DAYS.**
- 2.) A 50% deposit is required upon signed contract to schedule work proposed, balance will be due upon job completion. **DEPOSIT IS NON-RE FUNDABLE**
- 3.) All material guaranteed to be specified, and the above work to be preformed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.
- 4.) We guarantee our work not to flake, crack or unravel for a period of one year. We are not responsible for the wearing off of the material from the top of the asphalt aggregate due to traffic wear.
- 5.) Any alteration or deviation from the above specifications involving extra costs will be executed only upon written change order, and will become an extra charge over and above the contract. Bid is based on today's market price for materials. Any increase in material price at start of job will be extra cost. All agreements contingent upon strikes, accidents or delays beyond our control.
- 6.) Prices given without plans and specs are subject to price change when plans are available. Final payment will be based on actual quantities installed which will be verified by field measurements.
- 7.) Arrow Asphalt and Engineering is not responsible for delays created by other trades, material suppliers, labor strikes or acts of God.
- 8.) Arrow Asphalt and Engineering is not responsible for damage to underground sprinklers or utilities, sod, landscaping, dust removal, painting or stucco, during the normal course of construction.
- 9.) Claims for property damage must be made in writing 24 hours after the completion of the work. Job related complaints must be made within 48 hours of completion.
- 10.) Tree hedges and grass to be trimmed prior to the commencement of work.
- 11.) Seal Coating and striping to be completed in one mobilization. Additional mobilizations are additional costs to the contract. Additional mobilizations are \$900.00 per mobilization.
- 12.) Arrow Asphalt and Engineering is not responsible for the following but not limited to the tracking of the sealer on pavers, driveways, sidewalks or any other areas besides roadway. Sealed areas will be blocked off until dry.
- 13.) A 1.5% finance charge per month shall be added to any invoice 30 days past due.
- 14.) This proposal is based on work being completed during the hours of 8am- 5pm, Monday - Friday excluding Holidays and Weekends. No warranties are honored unless payment is made in full. Arrow Asphalt & Engineering will provide a one (1) year warranty on material and workmanship. Normal wear and tear is not covered under this warranty.

Paving Commercial/ Owner Responsibility & Conditions

1.) Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15am unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and be on call to remove cars from the scheduled work area. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of \$2,500.00

Initial _____

2.) Site service: The management company / property owner is responsible to notify all landscapers and garbage companies to not show up in the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.

3.) Rain: If it is raining the day of scheduled service, assume we will not be coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact our representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.

4.) Sprinklers: Should be off 24 hours prior and 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.

5.) Drainage: Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

6.) Asphalt Over-Runs: Will be billed to owner at \$125.00 per ton.

Pricing does not include asphalt leveling unless stated otherwise in the original scope of work. Owners agrees to leveling at \$185.00 per ton.

7.) Reflective Cracking: Arrow Asphalt and Engineering will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked conditions of the existing asphalt pavement.

8.) Driving on surface: Once you start driving on paved/ sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on freshly paved/ sealed asphalt surface, scuffing and turn marks will be evident, no worries in time they will blend with surrounding surface.

Other Terms and Conditions:

1.) 90% of contract amount and change orders must be paid prior to completing punch list items and/ or any changes for additional work required by cities or municipalities.

2.) Towing fees, if necessary, billed as actual. Any vehicles left in the construction area at the commencement of the work will be relocated on site and billed to the Owner/Authorized Agent

3.) Change orders, additions or extras requested by Owner, Contractor or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum. All Change Orders must be approved and signed by management/ Board President/ Building Owner (whichever applies.)

4.) Arrow Asphalt and Engineering will not be responsible for paint adhesion to car stops that have not been pressure cleaned.

5.) Cannot guarantee sealcoat longevity where there is standing water. Cracks in pavement will still be noticeable after sealcoating. Tire turning marks will be visible at first but will disappear over time.

8.) Additional mobilization to be billed at \$900.00 each for sealcoating. This charge may be billed due to, but not limited to: site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized Agent without prior consent of contractor or repairs to work caused by trespassing.

9.) Additional mobilizations to be billed at \$2,300.00 each for Concrete Services. This charge may be billed due to, but not limited to site unavailability for commencement of work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing.

10.) Additional mobilizations to be billed at \$1,500.00 for paving. This charge may be billed due to, but not limited to: site unavailability for commencement of the work due to vehicles encroaching on the work area, change of schedule by Owner/ Authorized agent without prior consent of contractor or repairs to work caused by trespassing. Arrow Asphalt and Engineering will provide a schedule to be approved by Owner prior to any additional mobilizations.

Initial _____

11.) Arrow Asphalt and Engineering cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.

Special Billing Instructions:

Please fill out the information below:

Specify Billing Information:

Company Name: _____

Contact Person: _____

Address: _____

Phone Number: _____

Purchase Order: _____

Provide email for eBilling: _____

Please note any particular forms, documents, and/or procedures required prior to release of payment:



Procurement Management Division

September 6, 2019

Mr. Shawn O'Toole, President
Arrow Asphalt & Engineering, Inc.
3051 NW 129 ST
Opa Locka, FL 33054
arrowasph@aol.com

Re: ITB #2016-04 Civil Works (Roadway, Drainage Projects and Repairs)

Dear Mr. O'Toole:

Contract ITB #2016-04 Civil Works (Roadway, Drainage Projects and Repairs) is due to expire on September 19, 2019. The purpose of this letter is to determine your willingness to extend the current contract, under the same terms and conditions of ITB #2016-04, to ensure continuous services for the City of North Miami Beach.

If agreed upon, the contract shall commence on September 20, 2019 and shall continue on a month to month basis for up to a one-hundred and eighty (180) days or until a new contract is in place, whichever comes first.

In addition, our records show that the insurance information for the above named contract needs to be updated. Please email a copy of your latest insurance certificate to vendor@citynmb.com.

Please sign the space afforded at the bottom of the page indicating your willingness to extend the Contract #2016-04. Your signature below will serve as an acknowledgement of accepting this offer to extend the contract.

Sincerely,

Meghan C. Bennett
Purchasing Supervisor

Check one: ☒ Yes We will extend the current contract under the Terms and Conditions of Contract #2016-04 on a month to month basis for up to one-hundred and eighty (180) days.

☐ No We are unable to extend the contract.

Shawn O'Toole President
Name Title

[Signature] 9-17-19
Signature Date

[Signature] 9/17/19
Esmond K. Scott, City Manager (Signature and Date)

Cc: Judeen Johnson, Public Works Director
Donna Rockfield, Chief Procurement Officer



Friday, September 16, 2016

SENT VIA E-MAIL

Mr. Shawn O'Toole, President
Arrow Asphalt & Engineering, Inc.
3051 NW 129 St
Opa Locka, FL 33054
arrowasph@aol.com

Re: ITB 2016-04 CIVIL WORKS (ROADWAY, DRAINAGE PROJECTS AND REPAIRS)

Dear Mr. O'Toole:

This is to advise you that the City Council of North Miami Beach Florida, meeting in session on Tuesday, September 6, 2016, authorized the execution of an agreement between the City and your firm as the secondary vendor for the subject project via Resolution R2016-68.

This award was in accordance with the Invitation to Bid, General and Special Conditions, Technical Specifications and Plans, Addenda, attached Agreement and your bid.

Kindly execute the attached agreement, initialing the bottom of each page, and email to Meghan Bennett in the Procurement Division within five business days. Once the fully executed agreement is returned to you, your firm will be required to submit all bonds applicable to this contract in accordance with Section 2.6 of the Bid document to the Procurement Division within ten (10) days).

If you have any questions, please feel free to contact me at (305) 948-2946. We look forward to doing business with your company.

Sincerely,

Meghan Cianelli Bennett, MBA
Purchasing Supervisor
City of North Miami Beach

AGREEMENT No. 2016-04
BETWEEN THE CITY OF NORTH MIAMI BEACH AND
ARROW ASPHALT & ENGINEERING, INC.

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016 by and between **Arrow Asphalt & Engineering, Inc.**, a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **3051 NW 129th Street Opa Locka, FL 33054** (hereinafter referred to as the "Contractor"), and the City of North Miami Beach, a political subdivision of the State of Florida, having its principal office at 17011 NE 19th Avenue, North Miami Beach, Florida 33162 (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the **Invitation to Bid (ITB) No. 2016-04**, which includes the General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated **August 4, 2016**, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the City desires to procure from the Contractor such services for the City, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
2. The CITY agrees to abide by and to be bound by the terms of the Invitation to Bid, which includes General Terms and Conditions of Invitations for Bids, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
4. The City agrees to make payment in accordance with the terms of the Invitation to Bid, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.

6. This Agreement will commence on _____ and expire on _____ unless Contractor is otherwise notified by the City. Any extension to this Agreement shall be in writing. The City Manager is authorized to extend or terminate this Agreement on behalf of the City.

7. In addition to any other contractual indemnification provisions in Exhibit A or Exhibit B in favor of the City, Contractor hereby agrees to indemnify and hold the City harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2016.

ARROW ASPHALT & ENGINEERING, INC.

By: Shawn O'Toole, Pres
(Signature)

Approved as to form and legal sufficiency:

Jose Smith, City Attorney

Name: Shawn O'Toole
(Print)

Title: President

Date: 9-17-16

Attest: _____

Corporate Seal/Notary Public

Corporate Seal/Notary Seal

CITY OF NORTH MIAMI BEACH

By: _____

Ana M. Garcia, City Manager

Date: _____

Attest: _____

Pamela L. Latimore, City Clerk

RESOLUTION NO. R2016-68

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO AWARD INVITATION TO BID 2016-04, CIVIL WORKS, ROADWAY, DRAINAGE PROJECTS, REPAIRS, TO MAGGOLC, INC., FOR GROUP A THROUGH H AND ARROW ASPHALT & ENGINEERING, INC., AS SECONDARY VENDOR FOR GROUP A THROUGH H, AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS, AND TO EXECUTE AN AGREEMENT IN THE NOT TO EXCEED AMOUNT OF \$1,995,850.00, FOR CIVIL WORKS, ROADWAY, DRAINAGE PROJECTS, AND REPAIR SERVICES.

WHEREAS, the City of North Miami Beach ("City") issued Invitation to Bid (ITB) No. 2016-04 to establish a contract with a qualified and experienced licensed contractors to furnish all labor, equipment, and materials for construction, maintenance and restoration services on an as needed basis for the public right of way, water and sewer infrastructure and appurtenances under a unit price agreement; and

WHEREAS, the agreement will be a three year unit price agreement, with two additional one year renewal periods, that will use various expenditure accounts across Public Services; and

WHEREAS, bid notices were electronically mailed to approximately 1,200 potential and registered vendors, advertised in the Miami Daily Business Review, posted on DemandStar by Onvia, the City's website, and in the lobby of City Hall; and

WHEREAS, the City received three (3) responsive submittals to the Invitation to Bid by the published deadline at 2:00 PM, August 4, 2016,

Bidders	Total Proposed Cost
Maggolc, Inc.	\$1,995,850.00
Arrow Asphalt & Engineering, Inc.	\$2,032,798.50
Metro Express, Inc.	\$2,615,095.00

; and

WHEREAS, after review and evaluation by the Public Works Department and Procurement Management Division of all the bids submitted, Maggolc, Inc., and Arrow Asphalt & Engineering, Inc., were determined to be the lowest over all responsive responsible bidders; and

RESOLUTION R2016- 68

WHEREAS, after conducting her due diligence, the City Manager concurs with the Department of Public Works and Procurement Management Division's recommendations; and

WHEREAS, the City Council of North Miami Beach desires to award ITB No. 2016-04 and authorizes the City Manager to execute an Agreement (Exhibit "A") between the City of North Miami Beach and Maggolo, Inc., and Arrow Asphalt & Engineering, Inc., for ITB No. 2016-04 for civil works, roadway, drainage projects, and repair services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct.

Section 2. The Mayor and Council of the City of North Miami Beach hereby award ITB No. 2016-04 to Maggolo, Inc. for group A through H and Arrow Asphalt & Engineering, Inc., as secondary vendor for group A through H, in the not to exceed amount of \$1,995,850.00.

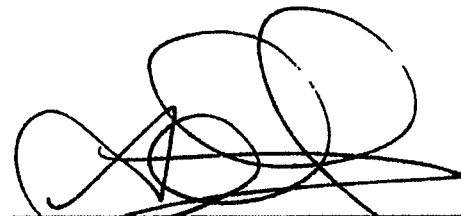
Section 3. The Mayor and Council of the City of North Miami Beach, Florida, hereby authorize and direct the City Manager to execute the Agreement, in a form acceptable to the City Attorney, between the City and Maggolo, Inc., and Arrow Asphalt & Engineering, Inc., in substantially the attached form (Exhibit "A").

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this 6th day of September, 2016.

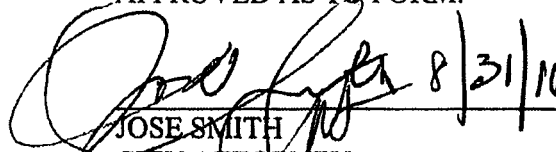
ATTEST:


PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)


GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM:


JOSE SMITH
CITY ATTORNEY

Sponsored by: Mayor and Council

RESOLUTION R2016- 68

EXHIBIT "A" AND EXHIBIT "B"

DUE TO THE LARGE SIZE OF THIS ITEM THE FULL TEXT OF THE ITB NO. 2016-04 AND THE CONTRACTORS RESPONSE CAN BE FOUND:

- **ON THE CITY'S WEBSITE WWW.CITYNMB.COM; AND**
- **ON FILE WITH THE CITY CLERK.**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE MIAMI-DADE COUNTY FLORIDA CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR QUALIFIED PROFESSIONAL SERVICES TO ACHIEVE THE LSO SERVICE BASIN CURED-IN-PLACE (CIPP) PIPE LINING METHOD REHABILITATION IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED SIXTY-EIGHT THOUSAND FOUR HUNDRED ONE DOLLARS AND THIRTY CENTS (\$68,401.30), IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") requires cured-in-place pipe (CIPP) lining rehabilitation to comply with a consent agreement between Miami-Dade County and the City of Opa-Locka, FL; and

WHEREAS, Miami-Dade County previously entered into Contract No. S-946 with Insituform Technologies, LLC for a two-year period commencing September 25, 2019 through September 25, 2021, for cured-in-place pipe lining; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on the Miami-Dade County Contract with Insituform Technologies, LLC, in order to benefit from already negotiated rates and enter into an agreement for CIPP lining rehabilitation.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-locka, Florida hereby authorizes the City Manager to piggyback on a Miami-Dade County Contract with Insituform Technologies, LLC and enter into a contract for CIPP lining rehabilitation in an amount not to exceed Sixty-Eight Thousand Four Hundred One Dollars and Thirty Cents (\$68,401.30), in a contract form acceptable to the City Attorney.

SECTION 3. SCRIVENER'S ERRORS.

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

Section 4. EFFECTIVE DATE.

This 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.
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)



City of Opa-locka
Agenda Cover Memo

RECEIVED
CITY OF OPA-LOCKA
OFFICE OF THE CITY CLERK
2019 DEC 23 PM 3:32

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	01/08/2019		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box)	Yes X \$68,401.30	No	Ordinance Reading: (Enter X in box)	1st Reading	
			Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	
001-35-535523				No X	
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes	No X	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Pipe Lining of the Gravity Sewer System for Pump Station 5 service area.

Staff Summary:

The purpose of this request is to piggyback an existing contract from the Miami-Dade County, for qualified professional services to achieve the Pump Station 5 Service Basin cured in place pipe (CIPP) Rehabilitation in the City of Opa-locka, This project will have a fiscal impact of \$68,401.30; passage of this resolution brings us one station closer to being in compliance with the Miami-Dade County Consent Agreement.

Proposed Action:

Staff recommends approval.

Attachment:

1. Agenda
2. Resolution No. 19-9612
3. Miami Dade County Puggyback Contract



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

Department Director:	Airia Austin		Department Director Signature:		
Finance Director:	Bryan Hamilton		FD Signature:		
Acting City Manager:	Newall Daughtrey		CM Signature:		
Commission Meeting Date:	01/13/2019	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes x	No x
Funding Source: <i>Account#</i> 75-5356314	<i>(Enter Fund & Dept)</i> Ex:		Advertising Requirement: (Enter X in box)	Yes X	No
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:	RFP # Piggyback Contract	
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Pipe Lining of the Gravity System for Pump Station 14 service area.

Staff Summary:

The purpose of this request is to piggyback existing contract from the City of Daytona Beach, for qualified professional services to achieve the LS14 Service Basin cured in place pipe (CIPP) Rehabilitation in the City of Opa-locka. This project will have a fiscal impact of \$132,620.20; however, it will allow us to be in compliance with the consent agreement with Dade County..

Proposed Action:

Staff recommends approval of this piggyback active contract from City of Daytona Beach to avoid that the current Moratorium continues preventing commercial businesses to grow on this area.

Attachment:

1. Agenda
2. Insituform Technologies, LLC Proposal
3. Active contract with the City of Daytona Beach.



17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Kenny Boeh
Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation
Phone: (412) 310-8826
Fax: (813) 627-0006
Email: kboeh@aegion.com

12/5/2019

OWEN H. CARNEY Sr., Asst. Director
Public Works & Utilities Department
12950 Lejeune (N.W. 42nd Ave)
Opa-locka, Florida 33054
Office:(305) 953-2828

Re: PS Basin 5 Project

Dear Owen,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to **The City of Opa-Locka**, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site.
The price presented is based upon one (1) instance of mobilization and demobilization.
2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
Auto: \$2,000,000 Combined Single Limit
Workers Compensation: Statutory with \$1,000,000 Employer's Liability
The above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
1.1	CIPP 8" up to 24 feet deep in non-industrial areas	LF	2,377	\$22.90	\$54,433.30
1.3	Reinstatement of Laterals	EA	30	\$88.20	\$2,646.00
1.4	Sealing Lateral	EA	30	\$227.40	\$6,822.00
2.01	Bypass Pumping 8" Setups	EA	3	\$1,500.00	\$4,500.00
	TOTAL				\$68,401.30

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.
14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.

16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. **PAYMENT:** Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,200** per hour.
9. **Claims for Changed, Concealed or Unknown Conditions:** If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ

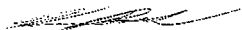
materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.

10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,
Insituform Technologies, LLC.



Kenny Boeh
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

Sponsored by: City Manager

RESOLUTION NO. 19-9612

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK ON THE CITY OF DAYTONA BEACH'S CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC FOR QUALIFIED PROFESSIONAL SERVICES TO ACHIEVE THE LS14 SERVICE BASIN CURED IN PLACE PIPE (CIPP) REHABILITATION IN THE CITY OF OPA-LOCKA IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED TWENTY DOLLARS AND TWENTY CENTS (\$132,620.20), IN A FORM THAT IS ACCEPTABLE TO THE CITY ATTORNEY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-locka ("City") requires (CIPP) Rehabilitation to comply with the consent agreement with Miami-Dade County; and

WHEREAS, the City of Daytona Beach entered into Contract No. 0118-2600 with Insituform Technologies, LLC for a one-year period commencing February 6, 2019 to September 30, 2019, for Cured in Place Pipe Lining; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback on the City of Daytona Beach's Contract with Insituform Technologies, LLC so it can benefit from already negotiated rates and enter into an agreement for CIPP.

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

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission of the City of Opa-locka hereby authorizes the City Manager to piggyback on a City of Daytona Beach's Contract with Insituform Technologies, LLC and enter into an contract for CIPP in an amount not to exceed One Hundred Thirty-Two Thousand Six Hundred Twenty Dollars and Twenty Cents (\$132,620.20), in a form that is acceptable to the City Attorney.

SECTION 3. SCRIVENER'S ERRORS.

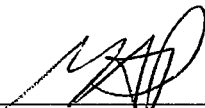
Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the City Manager, or the City Manager's designee, without need of public hearing, by filing a

corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

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

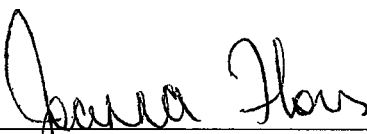
PASSED AND ADOPTED this 27th day of February, 2019.



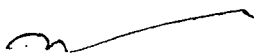
Mayor Matthew A. Pigatt

Attest to:

Approved as to form and legal sufficiency:



Joanna Flores
City Clerk



THE BROWN LAW GROUP, LLC
City Attorney

Moved by:	COMMISSIONER KELLEY
Seconded by:	VICE MAYOR DAVIS
Commissioner Vote:	5-0
Commissioner Burke:	YES
Commissioner Kelley:	YES
Commissioner Bass:	YES
Vice-Mayor Davis:	YES
Mayor Pigatt:	YES



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

Department Director:	Airia Austin		Department Director Signature:		
Finance Director:	Bryan Hamilton		FD Signature:		
Acting City Manager:	Newall Daughtrey		CM Signature:		
Commission Meeting Date:	01/13/2019	Item Type: (Enter X in box)	Resolution X	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
			Public Hearing: (Enter X in box)	Yes	No X
Funding Source: Account# 75-5356314	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes X	No
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bid#:	RFP # Piggyback Contract	
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Pipe Lining of the Gravity System for Pump Station 14 service area.

Staff Summary:

The purpose of this request is to piggyback existing contract from the City of Daytona Beach, for qualified professional services to achieve the LS14 Service Basin cured in place pipe (CIPP) Rehabilitation in the City of Opa-locka. This project will have a fiscal impact of \$132,620.20; however, it will allow us to be in compliance with the consent agreement with Dade County..

Proposed Action:

Staff recommends approval of this piggyback active contract from City of Daytona Beach to avoid that the current Moratorium continues preventing commercial businesses to grow on this area.

Attachment:

1. Agenda
2. Insituform Technologies, LLC Proposal
3. Active contract with the City of Daytona Beach.



Insituform Technologies, LLC is a subsidiary of Aegion Corporation

17988 Edison Avenue
Chesterfield, MO 63005
www.insituform.com

Andrew Costa
Vice President of Sales
East Region

Phone: 813-309-0385
Fax: 813-627-0006
Email: acosta@aegion.com

February 8, 2019

AAJA-YCAZEG

Mr. Airia Austin
Public Works Director/Director of Capital Improvement Programs
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054

Project Name: LS#14 Basin Area CIPP Rehabilitation

Contract #: City of Daytona Beach – General Services Contract – Contract No. 0118-2600

Start Date: TBD

Completion Date: TBD

PROPOSAL PRICING:

Insituform proposes the following pricing for the scope of services described herein:

Item	Description	Unit	Qty	Unit Price	Total Price
AAA	Mobilization	Setup	2	\$3,578.40	\$7,156.80
QQ-1	Bypass Pumping - 8" Diameter	LS	30	\$317.40	\$9,522.00
TT-3	Traffic Control - Barricades	Setup	10	\$264.50	\$2,645.00
M-1	Medium Cleaning & Inspection - 8"-12" Diameter	LF	2,884	\$3.70	\$10,670.80
A-3	CIPP – 8" Diameter	LF	2,884	\$26.00	\$74,984.00
VV	Easement Access	LF	2,884	\$3.70	\$10,670.80
Q-6	Lateral Cutout	EA	29	\$195.00	\$5,655.00
Q-4	Lateral Grout	EA	29	\$390.20	\$11,315.80
	TOTAL				\$132,620.20

*** A copy of City of Daytona Beach contract No. 0118-2600 has been attached to this proposal for review and use ***

Submitted By:

Andrew Costa
Vice President of Sales

111

**GENERAL SERVICES CONTRACT
CONTRACT NO. 0118-2600**

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Insituform Technologies, LLC, a foreign limited liability company ("Contractor").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. Contractor will provide Cured in Place Pipe Lining and associated services as further described in **Exhibit A**, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract.

Section 2. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the Contractor to perform any services or obligate the City to pay for any services rendered. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by work authorization issued in accordance with the City's procurement policies. A work authorization may consist of a contract document signed by both the City and Contractor; or it may consist of Contractor's written quotation/proposal, identifying the work to be performed and the Fees for such work as established below, and the City's purchase order issued in response to and accepting the proposal. No work authorization may alter the terms and conditions of this Contract. In case of a conflict with a work authorization this Contract will govern. The work authorization may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, and required conditions for payment of Fees, consistent with the provisions of this Contract.

Section 3. Fee(s). For the services provided under this Contract, City will pay Contractor Fees based upon the Fee/Rate Schedule attached hereto as **Exhibit B**.

The Fees described in **Exhibit B** will be Contractor's sole compensation for the services to be provided. Except for any reimbursable expenses specifically authorized by Exhibit, Contractor will be solely responsible for all of costs Contractor incurs in meeting its obligations herein.

Section 4. Billing; Manner of Payment. In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are due upon completion of specific tasks, or where payments are based on hourly rates. In

addition, where payment of reimbursable expenses is specifically provided for, an invoice for such expenses will not be valid unless sufficient documentation is provided to verify that such expenses were incurred and that other conditions have been met. In addition, where any portion of the work was performed by subcontractors, Contractor must provide proof of payment/release of subcontractors' liens except as provided in Section 12A.

(c) If an invoice submitted by Contractor is not valid, within 30 days after receipt the City will provide notice to the Contractor identifying the deficiencies.

Section 5. Standard of Performance. Contractor's services will at a minimum meet the level care and skill ordinarily used by members of Contractor's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the City and Contractor. Contractor is an independent contractor of the City and will be in control of the means and the method in which the requested work is performed. As an independent contractor, Contractor will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Contractor agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by Contractor during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular task for which such materials were prepared, executed, or otherwise required.

(b) To the extent applicable, Contractor will comply with the requirements of Florida Statutes Chapter 119, which may include the following:

(1) Keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service provided herein.

(2) Upon the request of the City Clerk of the City (i) providing the City Clerk with a copy of requested public records, or (ii) allowing inspection or copying of public records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law until completion of the work required by a work authorization, and following such completion if Contractor fails to transfer such records to the City.

(4) Upon completion of the work required by a work authorization, keep and maintain public records required by the City to perform the service. Contractor will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon the request of the City Clerk, in a format that is compatible with the City's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

Section 8. Effective Date and Term. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is one year, commencing on the Effective Date. The City will have the option to renew this Contract for up to 4 Terms of one-year each, by providing Contractor written notice. Such notice must be provided at least 60 days before the end of the current Term unless waived by Contractor.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Contractor terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Contractor to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Contractor at least 30 days' advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 10(a)(3), before terminating due to Contractor's material breach of its contractual obligations, City must provide Contractor prior written notice, specifying the breach and demanding Contractor remedy the breach

within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if Contractor fails to remedy the material breach within the period described in the City's notice of breach.

(3) The City may terminate this Contract upon Contractor's breach without providing Contractor an opportunity to remedy the breach as referenced immediately above, if Contractor or any of Contractor's personnel, in connection with the services or rights provided herein, commit a criminal act or engage in activity that poses a material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing Contractor written notice.

(b) If the termination is for convenience, Contractor will be paid compensation for authorized services performed to the date of termination. If termination is due to Contractor's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Contractor will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Contractor's failure to fulfill contractual obligations it is judicially determined by a court of law that the Contractor had not so failed, the termination will be conclusively deemed to have been effected for the City's convenience. In such event, adjustment in payment to Contractor will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services. The City may suspend Contractor's services if the notice of material breach provided pursuant to Section 10(a)(2) so directs. The City may also suspend Contractor's services in lieu of termination, under the conditions set forth in Section 10(a)(3), by providing Contractor written notice of suspension. Contractor will suspend activities immediately upon receipt thereof, and in such instance Contractor's rights to provide services referenced herein will also automatically be suspended for the period of such suspension.

Section 11. Indemnification. Contractor will indemnify and hold harmless the City, including the City's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, or Contractor's officers, employees, or agents, including subcontractors and other persons employed or use by Contractor in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance. Contractor will provide and maintain at Contractor's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Contractor, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage. If Contractor wishes to claim an exemption from worker's compensation insurance requirements, Contractor will notify the Risk Manager in writing on Contractor's official letterhead.

(2) Liability Insurance, including (i) **Commercial general liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. Contractor's Commercial General Liability insurance policy shall provide coverage to Contractor, and City when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of City in Contractor's Care, Custody or Control or Property of City on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided

with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) Proof of Insurance. Contractor will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Contractor will not commence work until all proof of such insurance has been filed with and approved by the City. Contractor will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The City of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the City, Contractor will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) Subcontractors' Insurance. Each of Contractor's subcontractors will be required to provide insurance in substantially similar form to the insurance required of Contractor above based on services provided.

(d) Cancellation; Replacement Required. Contractor will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Contractor's prior knowledge Contractor will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right to replace the canceled policy at Contractor's expense if Contractor fails to do so.

(e) Termination of Insurance. Contractor may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Contractor has received written notification from the Risk Management Division of the City that Contractor may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Contractor if the request is made no earlier than two weeks before the work is to be completed.

(f) Liabilities Unaffected. Contractor's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Contractor's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Contractor's failure to obtain insurance coverage.

Contractor will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Contractor that does not meet the requirements of this Contract.

Section 12A. Bonds. Contractor will be required to provide payment and performance bonds on a per project basis, which will each be equal to 100% of the value of any Work Authorization issued exceeding \$100,000.00 prior to commencing the referenced work.

The surety company executing the bonds must be authorized to do business in the State of Florida and must be listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount. The form of the bond must be approved by the City and must be accompanied by sufficient evidence of the authority of the issuing agent. The bonds must otherwise comply with the requirements of F.S. § 255.05.

In lieu of the required bonds, Contractor may provide an alternative form of security as specified in F.S. § 255.05(7) upon the City's approval. Any bonds used to comply with this Section must be in the form provided by the City; and Contractor must record the executed bonds and provide the City certified copies of the recorded documents before commencing work. Upon Contractor's (i) execution and recordation of payment and performance bonds complying with the foregoing provisions; and (ii) furnishing to the City a certified copy of the recorded bonds, proof of payment of Contractor's subcontractors and suppliers will not be required as a condition of making a required payment to Contractor; and to the extent that the General Conditions provide otherwise the General Conditions are superseded.

Section 13. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:
Eric Smith, Engineer II
Daytona Beach Utilities
125 Basin St., Suite 100
Daytona Beach, FL 32114
Fax: 386-671-8502

To Contractor:
Insituform Technologies, LLC
Attn: Diane Partridge, Contracting and Attesting Officer
17988 Edison Avenue
Chesterfield, MO 63005
Fax: (636) 530-8701

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel. In order to induce the City into entering this Contract, Contractor represents that Brandt Curvel, Project Manager; Al Yeomans, General Superintendent; and Jason Burnell, Field Superintendent will generally perform or directly supervise the tasks assigned to Contractor herein, and that Contractor will not replace the named individuals without the City's prior written approval. Contractor represents that Contractor has or will secure at Contractor's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities. The City agrees to make available for review and use by the Contractor, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Contractor to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers. Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Contractor, will be construed to operate as a waiver of the City's rights under this Contract. Contractor will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Contractor's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the City's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, Contractor will abide by all federal, state, and local statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted; including, but not limited to, Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 C.F.R.s 1926.650 Sub Part P, and the Trench Safety Act, Florida Statutes Section 553.60 *et seq.*

For purposes herein, the aforementioned laws and regulations include the current stormwater permit issued to the City pursuant to the National Pollutant Discharge Elimination System (NPDES) program, a copy of which will be made available upon request.

Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Contractor.

(d) Truth in Negotiations Certificate. Contractor hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of Contractor's services under this Contract.

(f) Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. Contractor will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Contractor agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Contractor agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Contractor.** The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

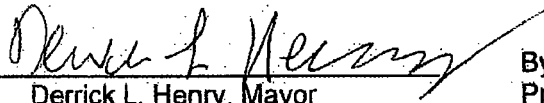
(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 0118-2600, and the Contractor's responsive proposal are incorporated herein by reference as **Composite Exhibit C** and will remain on file in the Office of the Purchasing Agent. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between **Composite Exhibit C** and other provisions of this Contract, including **Exhibits A and B**, this Contract will govern.

(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

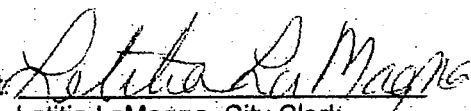
THE CITY

CONTRACTOR

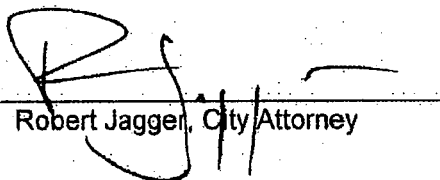
By: 
Derrick L. Henry, Mayor

Date: 2-6-19

By: 
Printed Name: Diane Partridge
Title: Contracting and Attesting Officer
Date: January 3, 2019

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

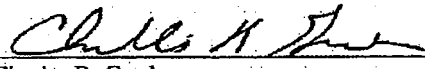
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President

EXHIBIT A SCOPE OF WORK

I. General

The CITY requires professional Cured In Place Pipe (CIPP) rehabilitation services for sanitary sewer gravity mains and oval and round stormwater mains (8" – 72" diameter) on a continuing annual contract basis. Quantities listed are estimated for proposal purposes based on work projections and are subject to change. The term of the agreement will be for a period of one (1) year with an option to extend the agreement for four (4) additional one-year terms upon mutual agreement for the same prices and at the same terms and conditions. The contract shall not exceed five (5) years.

II. Summary of Work

The CONTRACTOR shall provide all work required for a completed project including but not necessarily limited to labor, supervision, traffic control, materials, equipment, installation, onsite material test samples showing compliance with manufacturer's recommended material, handling and incidentals required for the rehabilitation of various sized sanitary sewer gravity mains and oval and round stormwater mains with resin impregnated cured-in-place pipe (CIPP) in accordance with American Society for Testing and Materials (ASTM) standard F 1216-09 Designation F1216-16 and all applicable CITY, manufacturer and industry preferred standards. The CONTRACTOR shall provide professional advice to CITY on the most cost-effective and efficient approach to resolve all challenges encountered during the performance of the work. Work assigned under this contract may include, but is not limited to, the following types of projects:

- Stormwater main and sanitary sewer main cleaning
- Stormwater main and sanitary sewer main pre- and post- work video inspections
- Easement access
- Maintenance of Traffic (MOT)
- Isolation and by-pass pumping
- Cured-In Place Pipe reconstruction
- Chemical and physical product testing
- Hydraulic capacity testing
- Reinstatement of services and pressure grouting
- Erosion and sediment control
- Site restoration

III. Product Performance

A. Lining

Standard lining products meeting product specifications outline in ASTM Designation: F1216-16 (Attachment A) are intended to have a 50-year design life and in order to minimize CITY's risk. Only proven products with substantial successful long-term track records will be approved. All thicknesses expressed on the Bid Item Schedule are the finished thicknesses of the liner after curing.

B. Equipment/Vehicles

All CONTRACTOR/sub-contractor equipment shall be sufficient in size and number for work to be performed in a timely manner under this contract. All CONTRACTOR/sub-contractor equipment shall be maintained in good operating condition. The CITY reserves the right to reject any equipment deemed unsafe or insufficient in size and/or number to perform work under this contract. It shall be the sole responsibility of the CONTRACTOR/sub-contractor to replace rejected equipment in a timely manner and at no cost to the CITY. All equipment shall be equipped at a minimum with manufacturer's recommended sound muffling devices that will reduce noise levels to the State or Federal acceptable limit for residential neighborhoods.

IV. Materials

A. All materials specified by name, brand or manufacturer shall be delivered to the job site in original containers. CONTRACTOR shall obtain printed instruction and special bulletins for the manufacturer-recommended safety precautions. CONTRACTOR/sub-contractor personnel will have copies of the manufacturer-recommended safety precautions available at the work site to ensure all work is performed in a safe manner.

B. The CONTRACTOR shall use potable water from the CITY for the project. The CONTRACTOR must obtain a construction hydrant water meter and all appropriate fees paid prior to the start of work. The CONTRACTOR will be responsible for paying for all potable water used at standard CITY rates.

VII. Contractor Responsibilities

A. Backflow Prevention: The CONTRACTOR will properly install an approved backflow prevention device in-line to the fresh water fill line of all jetting and/or vacuum equipment

B. Staffing: The CONTRACTOR shall employ adequate staff to perform the services required, including but not limited to Project Representative, Project Manager, Field Supervisor and Senior Foreman. CONTRACTOR shall provide staff who are proficient and experienced in all phases of services required.

C. Site Assessment: The CONTRACTOR shall visit each site to assess site conditions including confirmation of the actual footage, material type and diameters and incorporate those findings in their initial cost and work proposal.

D. Vehicle Identification: The CONTRACTOR shall ensure that employee's vehicles display company logo on the side doors and company phone numbers. The CONTRACTOR will not permit personal vehicles to be parked at the job site.

E. License and Confined Space: The CONTRACTOR shall be a licensed CONTRACTOR for the provision of these services in the State of Florida with full service

offices in the State of Florida for the provision these services.

F. Cleaning of Stormwater Main and Sewer Lines: The CONTRACTOR shall remove and properly dispose of all debris from the inside of manholes, stormwater mains and/or sewer lines and provide a sufficiently dry interior environment that will not interfere with the installation's expected working life of a durable CIPP liner per the manufacturer's requirements.

G. Bypassing Stormwater and Sewage: The CONTRACTOR shall provide for the flow of stormwater and sewage around the sections of pipe designated for reconstruction. The CONTRACTOR shall make the bypass by plugging the line at an existing upstream manhole and pumping the flow into a downstream manhole by way of restrained watertight pipe. The CONTRACTOR will provide pump(s) and bypass lines of adequate capacity and size to handle the average daily flow. The CONTRACTOR'S backup bypass pump(s) will be adequately sized and with full operational capabilities and will be on site at all times of by-pass pumping. The CONTRACTOR shall be responsible for all traffic control during operations and bypass pumping.

H. TV & Inspection of Pipelines: The CONTRACTOR will inspect pipelines using experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. The CONTRACTOR will carefully inspect the interior of the pipeline to determine the location of any conditions which may prevent proper installation of CIPP into the pipeline; the CONTRACTOR will notify the City so that these conditions can be corrected. The CONTRACTOR shall review all questionable host pipe areas with the CITY and provide advice on remedies to correct them. The CONTRACTOR will maintain a video and suitable log for later reference by the CITY. The CONTRACTOR will perform the post-construction inspection and will provide a video DVD and log to the CITY. The CONTRACTOR will ensure that all video inspection are witnessed by a CITY representative as it is being performed. The CONTRACTOR will include the cost of video inspection in the contract line items.

I. Manhole/Liner Interface: The CONTRACTOR shall make a watertight seal at the interface where the liner/host pipe meets the manhole or other attachment point. The CONTRACTOR'S removal of CIPP liner from areas where line placement was elected in lieu of resetting equipment shall be incidental to the placement of the CIPP.

J. Service Reconnection: Service reconnection refers to the reinstatement of the house service connection at the sewer main after the installation of trenchless pipe reconnection system. The CONTRACTOR will accomplish this from within the sewer main via a remote controlled cutting device.

K. Service with Pressure Grouting: The CONTRACTOR will pressure grout the service wye after mainline has been rehabilitated and service line re-instated. The CONTRACTOR will use a non-shrinking chemical grout (Avanti 118/101 or Cues Quickseal 105 are acceptable). The CONTRACTOR shall provide trenchless reconstruction of service laterals and main line sewers. The CONTRACTOR shall perform services including but not limited to televised inspection, data collection, system flow analysis and pipeline reconstruction in accordance with ASTM Designation F2454-05, attached as Attachment B.

L. Safety and Worksite Control: The CONTRACTOR will provide services that include safety measures for both their workers and the public. The CONTRACTOR is completely responsible for the control of the environment of the work site during on-site operations including implementation, operation, maintenance and tear down of traffic control systems. The CONTRACTOR will take all precautions to protect the workers, public the CITY staff from the exposure to harmful or hazardous situations and substances within the stormwater and sewer systems.

M. Waste Materials: The CONTRACTOR will dispose all waste materials and shall transport waste materials to the nearest CITY Wastewater Treatment Plant for processing. The CONTRACTOR will obtain CITY approval of all waste material disposal schedules. The CONTRACTOR shall clean up all waste material spills and clean-up required due to the loading, hauling and unloading of the CONTRACTOR's equipment.

The CONTRACTOR shall conform to any and all requirements regarding hauling and disposal of waste from each work site in accordance with OSHA regulations and those that may be mandated by federal, state or local governments. The CONTRACTOR shall ensure that all waste material transporters possess all required federal, state and local regulations, including but without limitation, 40 CFR Part 263, "Standards Applicable to Transporters of Hazardous Waste" and Chapter 17-730, Part 3, Florida Administrative Code, as may be amended from time to time.

N. Curing Water: The CONTRACTOR will pay for all costs associated with disposal of curing water in accordance with CITY, State and Federal regulations.

O. TV Inspection Report: The CONTRACTOR will prepare and submit a report of each TV inspection and analysis to the CITY for review. The CITY shall consult with the CONTRACTOR and finalize the scope of work.

P. Schedule Coordination: The CONTRACTOR shall inform the CITY of its planned work schedules two weeks in advance of performing the work and provide the CITY reasonable opportunity to observe and inspect the work. The CONTRACTOR will advise the CITY of all schedule changes and notified when a work site is to be left for a 24-hour period when work is not complete.

Q. Rights of Various Interests: Wherever work being done by the City's forces or by other contractors is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.

R. Separate Contracts: The City reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate Contractor's work with theirs.

S. Patent Fees and Royalties: CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the work or the formulation or presentation of its bid. CONTRACTOR will

pay all royalties and license fees and will provide, prior to commencement of a Project hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process. CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. The OWNER will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

VIII. Contractor / Sub-contractor Employee Conduct and Appearance

A. Conduct:

1. CONTRACTOR and sub-contractors shall follow all applicable industry standards, federal, state, and local laws/ordinances as related to described work.
2. CONTRACTOR'S on-site employees shall all have current confined space entry certification.
3. The CONTRACTOR will remove any employee or sub-contractor employee reporting to a work site under the influence and/or smelling of alcohol from the work site. CONTRACTOR will immediately replace the employee in a timely manner and at no cost to the CITY.
4. The CONTRACTOR will provide trained supervision at the work site to ensure work is performed in a safe manner.
5. The CONTRACTOR shall correct any damage resulting from the negligence of CONTRACTOR or sub-contractor employee(s) to CITY property or equipment in a timely manner, to the CITY's satisfaction and at the CONTRACTOR's sole expense.

B. Appearance:

1. CONTRACTOR and sub-contractor employees assigned to work under this contract will maintain a neat, clean, and professional appearance.
2. CONTRACTOR and sub-contractor employees shall wear uniforms consisting of, at minimum, wear a work shirt identifying their company name.
3. Licenses/Permits: The CONTRACTOR will obtain all necessary municipal and other governmental licenses/permits and approvals or consent from utilities or carriers such as communications companies, electric utilities, gas utilities and/or other persons/organizations upon whose property or authority performance of work under the contract might impinge.

IX. Scope of Work General Stormwater and Sanitary Sewer Main Lining

The CONTRACTOR will be compensated for oval stormwater mains at the unit cost for the round pipe diameter that meets or exceeds the oval pipe's square feet of flow-way

area opening. Individual item quantities may be adjusted at the sole discretion of the City if necessary to compensate for unique project and site conditions.

A. Stormwater Main and Sanitary Sewer Cleaning

Scope: Work performed under this section includes removal and disposal of all dirt, roots, grease, solids, or semi-solids from stormwater mains, sanitary sewer mains and manholes as indicated on the drawings and as specified herein to the extent that video inspection, flow isolation, and manhole inspection can be performed.

1. Quality Assurance: The CONTRACTOR shall conduct cleaning operations using experienced personnel who have previously been engaged in cleaning operations of similar size and complexity to the work described herein.

2. Submittals:

a. The CONTRACTOR shall submit a Cleaning Log in a format acceptable to the CITY for the purposes of recording pertinent information relative to the stormwater main and sanitary sewer structures being cleaned. The CONTRACTOR will provide the Cleaning Log no later than 14 calendar days after the conclusion of the cleaning.

b. The CONTRACTOR will submit Material Safety Data Sheets (MSDS) for all chemical cleaning agents proposed for use under this contract no later than 14 days after the effective date of the Contract.

B. Products: The CONTRACTOR shall utilize cleaning equipment capable of removing all accumulated dirt, sand, grease, rocks and other deleterious materials and obstructions from the sanitary sewer mains and the oval and round stormwater mains. The CONTRACTOR will ensure that all equipment used for cleaning operations is designed and intended to do the type of work which is specified. The CONTRACTOR will utilize equipment which is self-contained to handle all operations, when possible. The CONTRACTOR will use equipment manufacturer that is actively engaged in the research, development and manufacturing of said equipment. The CONTRACTOR may be directed to remove equipment deemed sub-standard by the City and may be directed to replace the equipment with equipment meeting these specifications, at no additional cost to the CITY.

1. High Velocity Cleaning Equipment: The CONTRACTOR will supply all high velocity hydraulic sewer cleaning equipment mounted on trucks. The CONTRACTOR supplied equipment shall have a minimum of 500 feet of ¾ inch I.D. high pressure hose with a selection of two or more high velocity nozzles. The nozzles shall have a capacity of 30 GPM at a minimum working pressure of 1000 psi. The nozzles shall be capable of producing a scouring action from 15° to 45° in the direction of cleaning and perpendicular to the sewer axis in all size lines designated to be cleaned. The CONTRACTOR will supply a high velocity gun for washing and scouring manhole walls and floor. The gun capacity shall equal 3.5 to 27 GPM at between 200 and 800 psi. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own 1200 gallon (minimum) water tank capable of holding corrosive or caustic cleaning, sanitizing or degreasing chemicals if required by the CITY, auxiliary engines and pumps, and hydraulically driving hose reel. All controls shall be located so that the equipment can be operated aboveground.

2. **Hydraulically Propelled Cleaning Equipment:** The CONTRACTOR will supply hydraulically propelled cleaning equipment of the movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the storm or sewer systems. Storm/Sewer cleaning balls or other such equipment which cannot be collapsed instantly to provide an immediate unobstructed flow-way during emergency conditions will not be considered as acceptable cleaning equipment. The movable dam shall be of equal diameter as the pipe being cleaned and shall provide a flexible scraper around the outer periphery to ensure total removal of the grease or obstruction.

3. **Mechanical Cleaning Equipment:** The CONTRACTOR will provide bucket machines in pairs with each machine powered by a minimum of a 16 horsepower engine to ensure sufficient pulling power. Each machine shall be equipped with a two speed transmission and shall be able to pull at rates of 175 feet per minute in high speed. The belt clutch gear reduction shall be a combination of approximately 83 to 1 reduction in low speed and 55 to 1 in high speed. The power rodding machine shall be of a "continuous rod" type capable of holding a minimum of 750 feet of rod. The machine and rod shall be specially treated steel, designed for the purpose intended. The machine shall have a positive rod drive and produce a 2,000 pound rod pull. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety throw-out clutch or relief valve. The final pass shall be with a brush large enough to ensure that the line has been cleaned sufficiently. This brush shall be mechanically driven, with the power mechanism properly sized. The CONTRACTOR will arrange all electrical drops required by the CONTRACTOR.

4. **Capture and Removal of Debris:** The CONTRACTOR shall furnish equipment, either specialized or standard in the industry, for the purpose of preventing debris from being washed past the manhole downstream of the line segment being cleaned, and for removing the debris from the manhole before any damage is caused to the system performance and or system equipment such as pump/lift stations, check valves, flow-ways, etc. The CONTRACTOR will bear the cost of all system down-time and repairs to restore operational status resulting from construction debris damage that in the CITY's opinion was reasonably preventable.

5. **Water Metering Requirements:** The CONTRACTOR will access CITY water via fire hydrants equipped with hydrant meters for cleaning, inversion and other work items requiring water. All costs incurred in obtaining and delivering the potable water shall be borne by the CONTRACTOR. The CONTRACTOR will use only potable water for this work.

C. Execution:

1. **General:** These specifications provide a basis by which a stormwater main or sanitary sewer line can be cleaned of all debris so that further work can be carried out. The CONTRACTOR will clean the designated stormwater main and/or sanitary sewer lines using high velocity, hydraulically propelled or mechanically powered sewer cleaning equipment as specified. The CONTRACTOR'S selection of the equipment used shall be based on the condition of the lines at the time the work commences. The CONTRACTOR will select equipment and methods that are satisfactory to the CITY. The CONTRACTOR will accomplish the cleaning of stormwater main or sewer lines by trapping and collecting all sand, debris, grease and other materials at the next manhole downstream of the line being cleaned.

and removal and proper disposal of said materials. The CONTRACTOR'S cleaning operations may also provide a means by which the stormwater main or sewer line can be threaded, i.e., a cable inserted in the line so that the television camera may be pulled through. The CONTRACTOR will not clean upstream sections of pipe once that section of pipe has been televised and accepted as complete.

2. Site Visit: The CONTRACTOR will conduct a physical reconnaissance of the area to be cleaned in order to verify the location of known and/or accepted manholes.

3. The CONTRACTOR shall utilize a magnetic locator to attempt to identify the location of buried manhole covers and notify the CITY representative so that CITY personnel can excavate and bring the manhole up to grade prior to cleaning. Under no circumstances shall the CONTRACTOR excavate buried manholes without prior written authorization from the CITY.

D. Hydraulic Cleaning Methodology:

1. High Velocity Cleaning Methodology: High velocity hydro-cleaning shall consist of cleaning and flushing of the stormwater main or sewer line by means of water pumped into the line at a high velocity. The CONTRACTOR shall accomplish cleaning using approved equipment to deliver water to a self-propelled nozzle to do the necessary cleaning and flushing. The CONTRACTOR will make as many passes as necessary to sufficiently clean the stormwater main or sewer line. The CONTRACTOR will take all precautions to protect the stormwater main or sewer line from damage that might be inflicted by the improper use of cleaning equipment.

2. Hydraulically Propelled Methodology: The CONTRACTOR will take precautions to ensure that the water does not cause damage or flooding to the public or private property being served by the manhole section involved whenever hydraulically propelled cleaning tools, which depend on water pressure to provide their cleaning force, or any tools which retard the flow of water in the stormwater main or sewer line are used.

3. Capture and Removal of Debris: The CONTRACTOR will construct a suitable weir or dam in the downstream manhole in such a manner that both the solids and water shall be trapped when hydraulic cleaning equipment is used, shall be constructed. The CONTRACTOR will pump this trapped solution using a method approved by the CITY, from the manhole into a retention chamber aboveground. The retention chamber shall contain not less than two baffles to ensure complete settlement of the solids before returning the liquid to the stormwater main or sewer line.

E. Mechanical Cleaning Methodology:

1. Rodding: The CONTRACTOR will perform cleaning by rodding with a power-driven continuous steel rod of sufficient length and gauge with the proper cleaning heads or augers, so as to loosen all solids or other materials. It shall also provide a means to thread a cable for the power winch.

2. Bucket Machine: The CONTRACTOR will remove all solids, materials and other debris by means of a clam-shell type bucket and/or other appliances dragged through the stormwater main or sewer line with power winches of suitable size and horsepower.

3. **Supplemental Cleaning:** The CONTRACTOR will perform a minimum of one pass using hydraulic cleaning methods after all material has been removed by mechanical cleaning, to ensure complete removal of material from the walls of the pipe. The CONTRACTOR will repair any damage to pipes.

4. **Capture and Removal of Debris:** The CONTRACTOR will capture debris in the downstream manhole in a manner approved in writing by the CITY, or as described above when mechanical cleaning equipment is used.

F. Special Cleaning Requirements for Cast Iron Pipe: The CONTRACTOR will clean pipes of tuberculation, including rust build-up and mineral deposits after cleaning pipe of normal sewage deposits such as sand and grease by methods above. The CONTRACTOR may choose any equipment necessary to remove the tuberculation for pipe diameters greater than 24-inch, such as a "pig" or rodder; however, no equipment shall be used which may damage the pipe, manholes, street or downstream pump stations. The CONTRACTOR will remove all tuberculations for pipe diameters less than or equal to 24-inch, using a high pressure water blaster capable of delivering a minimum of 40 gallons per minute at a pressure of 10,000 psi. Where practical, the line shall be proofed by pulling a slip lining pulling head for the size of the pipe involved through the pipe to insure that no restrictions remain. The CONTRACTOR may choose a similar proofing device if deemed acceptable, in writing, by CITY.

G. Sanitary Sewer Manhole Modifications: The CONTRACTOR will make any modifications to manholes to facilitate cleaning which will be subject to prior written approval by the CITY. CONTRACTOR shall salvage and reuse all manhole covers and rings that are removed during sewer line and manhole rehabilitation.

H. Material Removal and Cleanup:

1. **Material Removal:** The CONTRACTOR will remove all sludge, dirt, sand, rocks, grease and other solid or semi-solid material resulting from the cleaning operation at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section will not be permitted. Under no circumstances will the CONTRACTOR be allowed to accumulate debris, sand, etc., on the site of work beyond the time limit approved by the CITY, except in totally enclosed containers, and only with the prior written approval of the CITY. The CONTRACTOR will remove all solids or semi-solids resulting from the cleaning operations from the site and disposed of at a location approved by the CITY.

2. **Root Removal:** The CONTRACTOR will remove all roots. The CONTRACTOR will give special attention during the cleaning operation to assure complete removal of roots from joints in lines and manholes. The CONTRACTOR may use chemical root treatment at the option of the CONTRACTOR.

When the CONTRACTOR uses chemicals to aid in removal of roots, the chemical shall be EPA registered and labeled for use in sewer lines and manholes and in compliance with all applicable CITY, State and Federal regulations. All material and mixing/application procedures for chemical root treatment shall be consistent with the latest standards, requirements and recommendations of the manufacturer of the chemical root

treatment material used. The CONTRACTOR shall protect waterways, ponds and other water bodies from chemical contamination.

I. Degree of Cleaning: The CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater system or sewer system being cleaned to the extent that closed circuit television inspection can be performed. The CONTRACTOR will only perform light cleaning on all stormwater main and sanitary sewer main. A CITY representative shall define the extent of the cleaning to be performed on existing pipes included within a given work order. The level of cleaning is defined as follows:

1. **Light Cleaning:** The removal of $\frac{1}{4}$ pipe diameter depth or less of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

2. **Medium Cleaning:** The removal of greater than $\frac{1}{4}$ and up to and including $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

3. **Heavy Cleaning:** The removal of greater than $\frac{1}{2}$ pipe diameter depth of sand and/or debris from a section of pipe. The removal of roots and/or tuberculation will be paid under a separate line item.

J. Dewatering: When by CITY and CONTRACTOR prior inspection and agreement it is determined that the pipe cannot be cleaned due to infiltration of groundwater, and the CONTRACTOR is required to temporarily halt the infiltration of groundwater by dewatering system means, the cost shall be included in the unit prices for cleaning as an incidental cost.

K. Manhole Clean-up: Clean-up operations shall consist of cleaning all debris out of the manhole and off the ground around the manhole. The CONTRACTOR will remove all debris from the stormwater system and sanitary sewer system and shall disposed of such debris properly off site in areas provided by the CONTRACTOR at the CONTRACTOR'S expense. The CONTRACTOR will provide transportation of debris or other material by the CONTRACTOR in vehicles or equipment which contain the debris or other material in such a manner to minimize objectionable odor and avoid the possibility of dripping, spilling, scattering, leaking or blowing. The CONTRACTOR will clean up any debris or other material to the satisfaction of the CITY or other authorities having jurisdiction should spillage of debris resulting from overloading of trucks or for any other reason. The CONTRACTOR will ensure that all vehicles transporting debris or other material do not exceed the maximum allowable load limits of any road being used.

L. Restoration: The CONTRACTOR will repair all damage to public and/or private property which occurs as a direct result of the cleaning operations. The cost of restoring any damaged area to conditions prior to cleaning shall be borne by the CONTRACTOR.

M. Additional Cleaning: The CONTRACTOR will re-clean the line at no additional expense to the CITY should subsequent video inspection of cleaned stormwater main or sewers reveal that additional cleaning is required. The CONTRACTOR will provide any additional video inspection or re-setup of video equipment required due to re-cleaning at no additional expense to the CITY.

N. Pre- and Post-Work Inspections

The CONTRACTOR will video tape the stormwater main or sewer lines under the direct supervision of a CITY representative, prior to commencement of any proposed CIPP work and prior to acceptance of any completed CIPP work. A CITY representative must be on site during the entire inspection procedure period. In the event the CONTRACTOR performs video inspection without a CITY representative present, the video will not be accepted by the CITY and must be re-done in the presence of a CITY representative. The CONTRACTOR will provide one (1) copy of the DVD video and associated video logs to the CITY prior to scheduling the post-cleaning and final inspections. CONTRACTOR shall meet with CITY staff to determine the acceptable method of repair if defects or problems are observed on the video. The CONTRACTOR will make all necessary repairs or correct the noted deficiencies at no cost to the CITY.

The CONTRACTOR will provide mandatory television inspection on all stormwater main and sewer mains that CIPP work has been performed under this contract. Only pan and tilt type cameras will be allowed. The CONTRACTOR will provide two (2) copies each of the written report and DVD video record of the inspection with audible description of run, direction, location and description of any defect or abnormality to the CITY at the time of the inspection. The video will be in color with good clarity. No black and white or poor quality videos will be accepted. The CONTRACTOR will schedule television inspection a minimum of seventy-two (72) hours in advance and a CITY representative is required to be on-site during entire length of each television inspection; otherwise the television inspection will be deemed invalid. The CONTRACTOR will clean all lines prior to videoing in accordance with Technical Specifications.

O. Maintenance of Traffic (MOT)

CONTRACTOR shall furnish all traffic control in accordance with the Florida Department of Transportation (FDOT) specifications as outlined in the "Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System" (latest edition) and the United States Department of Transportation/Federal Highway Administration (USDOT/FHWA) "Manual on Uniform Traffic Control Devices" (latest edition) for all aspects of assigned work.

CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. The CONTRACTOR will provide written notice prior to access blockage to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.

The CONTRACTOR shall maintain at least one lane of vehicular traffic at all times. The CONTRACTOR shall also provide safety barricades, business entrance signage and flag persons as required to properly maintain traffic flow. The CONTRACTOR shall prepare and submit a traffic maintenance plan for approval by the CITY prior to the start of work if directed by the CITY. The CONTRACTOR will include the cost of all work, materials and costs required for completed traffic control in the unit cost of the traffic control pay items in the pricing sheet.

P. Locates CONTRACTOR is responsible for all utility locates.

Q. Isolation and Bypass Operations

1. CONTRACTOR shall provide all isolation and bypass operations: The CONTRACTOR's objective of flow bypass and/or diversion pumping is to maintain an efficient and uninterrupted level of service to wastewater collection system and stormwater main users while maintenance or construction operations (including rehabilitation, repair or replacement) are being performed on the segment(s) being bypassed and/or from which flow is being diverted by:

- a. Ensuring that bypass and diversion pumps are adequately fueled, lubricated and maintained.
- b. Ensuring backup spare parts are expeditiously applied to the flow bypass and/or diversion pumping system in the event of component breakdown.
- c. Ensure an emergency backup plan is smoothly implemented in the event of system failure.
- d. Preventing backup, spillage, flooding or overflow onto streets, yards and unpaved areas or into building, adjacent ditches, stormwater mains and waterways while flow bypass or diversion pumping takes place, and
- e. Ensuring that installation, startup and subsequent disassembly of the flow bypass and diversion pumping system is smoothly transitioned.

2. The CONTRACTOR will provide flow bypass and diversion pumping in such a manner so as not to damage private or public property, or create a nuisance or public menace. The CONTRACTOR will enclose the pumped sewage in a hose or pipe that is adequately protected from traffic and shall be redirected into the wastewater collection system. The CONTRACTOR will return flow to the sewer and will remove all temporary equipment after the work is completed. The CONTRACTOR will enclose the pumped storm water in an enclosed hose or pipe that is adequately protected from traffic and shall be redirected into the stormwater system. The CONTRACTOR shall return flow to the stormwater mains and all temporary equipment removed after the work is completed.

3. The CONTRACTOR will provide an experienced bypass/diversion pump maintenance operator/mechanic and/or deputy on site continuously to monitor the operation of the entire bypass/diversion system when pumps are operating. The operator/mechanic shall comprehensively, methodically and continuously:

- a. Adjust pump speed as appropriate so as not to adversely impact upstream or downstream flow condition levels
- b. Check that the effectiveness and security of bulkheads, dams, diaphragms, plugs, valves, weirs and all other flow control devices are working effectively and according to plan.
- c. Check the integrity of hoses and couplings along the entire bypass/diversion system.
- d. Monitor lubrication levels and top off as necessary
- e. Facilitate minor repairs as required
- f. Report to CITY on problems arising

4. The CONTRACTOR shall plan and execute sewer flow control, bypass and diversion pumping operations. The CONTRACTOR shall be entirely liable for damages to private or public property that may result from his/her operations and for all cleanup, disinfection, damages, and resultant fines in the event of spillage, flooding or overflow.

5. The CONTRACTOR shall immediately stop the overflow and take action to clean up and disinfect the spillage in the event of accidental overflow or spillage. The CONTRACTOR shall notify the CITY immediately and in any event not less than twenty-four (24) hours following the occurrence.

The CONTRACTOR is deemed to be entirely responsible should fines be subsequently imposed as a direct result of the overflow or spillage and the CONTRACTOR shall pay such fines as are imposed by the authorities. The CITY shall pay no fine(s) where it is shown the CONTRACTOR was entirely responsible for any overflow or spillage.

6. The CONTRACTOR shall complete work as efficiently as possible without interruption once by-pass pumping is underway at any given site.

7. The CONTRACTOR will ensure the level of noise emitted from pumps is within local regulations/ordinance parameters.

R. Work Integration

1. Hours of Operation: The CONTRACTOR will conduct all work during CITY acceptable work hours (typically 7:30 a.m. to 6:00 p.m.), Monday through Friday with the exception of CITY-observed events or holidays, unless circumstances prevent such scheduling. Such circumstances may include, but are not limited to, structures with high peak flows, significant negative impact on business or schools or excessive pedestrian and vehicular traffic flow if structure is located in vehicular or pedestrian thoroughfare. In such circumstances, "off hours" work will be required. This work may include late night and/or early morning hours and weekends. Such scheduling shall be agreed upon by both the CONTRACTOR and the CITY prior to the start of work. CONTRACTOR overtime and other CONTRACTOR-related costs shall be borne by the CONTRACTOR.

2. Work Coordination: The CONTRACTOR shall coordinate all work between a single point of contact for the CONTRACTOR and the CITY designated project manager. The CONTRACTOR will conduct discussion of structure conditions before work starts and final payment based on conditions agreed to at time of commencement of work or in subsequently approved change orders.

3. The CONTRACTOR will notify the CITY a minimum of seventy-two (72) hours prior to the commencement of work in order for CITY personnel to be available for onsite activities.

S. Work Product Submittals

1. Bypass Pumping: The CONTRACTOR will provide submittals for the by-pass pumping plan and those plans approved no less than two weeks prior to execution of the work. The CONTRACTOR will not mobilize prior to approval of the pumping plan.

2. Videotaping: CONTRACTOR will submit one copy of each of two video inspections; one prior to the start of work and one after CIPP lining is completed for each

project. The video shall be of *high visual quality with complete and clear annotation on screen* to trace the route of camera travel and accurately determine the pipe condition in compatibility with the route and inspection information in the condition assessment log.

T. Site Restoration

The CONTRACTOR shall restore the work site(s) on a daily basis where practical. The CONTRACTOR will clear all obstructions from roadways, sidewalks, bike paths and other public thoroughfares daily, to the largest extent possible. The CONTRACTOR will not create a public nuisance during restoration activities. The CONTRACTOR will complete all restoration activities within a minimum of fourteen (14) calendar days of work being finished in a work area. Site restoration is ancillary item for the CIPP reconstruction and shall be included in the LF cost.

U. Ordering and Payment

1. Work will be ordered by the City through delivery of a work order request e-mail that includes a due date for the work order proposal to be submitted, a brief description of the work to be done and an aerial map with a schematic detail of the pipe system. The work order request will include a request for a fee and a time for completion. The City's work order request to the Contractor is based on an annual prioritized list of projects or a request from the Field Operations staff. It may or may not include the need for special conditions such as a compressed timeframe for response and the work schedule based upon the urgency/conditions such as an impending or partial road collapse. Acceptance of the work order proposal shall be documented by issuance of a City Purchase Order. Work shall not commence until issuance of an electronic Notice to Proceed (i.e., an email) for the work order.

2. The CONTRACTOR will submit monthly invoices to the CITY inspector for review and agreement prior to submitting to the CITY project manager for final acceptance and processing of payment.

V. Mobilization Mobilization charges shall include movement of equipment and material to and from the site and other costs not included as a separate line item to commence work on a work authorization.

W. Line Reconstruction

1. Sanitary: Includes open cut and installation of SDR-26 PVC Sanitary Sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of SDR26 PVC sanitary sewer, rigid fernco connections or manhole boots as required, pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements, pavement repair, testing, sodding and cleanup.

2. Sanitary: Includes open cut installation of C900 Sanitary sewer. Furnished and Installed. Open cut and Construct Sanitary Sewer line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring bracing installation of C900 sanitary sewer, rigid fernco connections or manhole boots as required,

pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding and cleanup.

3. **Stormwater:** Includes open cut installation of RCP stormwater pipeline. **Furnished and Installed.** Open cut and Construct stormwater line, includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of RCP stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. **FDOT** Concrete collars are required on RCP to connect pipe and incidental to installation of the stormwater PVC line.

4. **Stormwater:** Includes open cut installation of HDPE stormwater pipeline. **Furnished and Installed.** Open cut and Construct stormwater line includes all labor, materials, and equipment necessary for dewatering, excavation, sheeting, shoring, bracing installation of HDPE stormwater pipeline identification and warning tape, disposal of excess material and old pipe, suitable backfill, replacement of existing improvements such as connections, testing, sodding, pavement repair, brick and mortar installation and any connection to a structure and cleanup. HDPE collars are incidental to installation of the stormwater HDPE line.

X. Grout Fill Abandoned Lines Grout fill will be required where the City determines it best to replace the entire line in a different alignment. The unit price will be paid by the cubic yard. Payment will be for the furnishing and placement of the grout mixture and will include all necessary excavation, connections, restoration and all other accommodations to properly perform the work.

Y. Manhole Cleaning the CONTRACTOR will remove all dirt, debris, roots and other solid and liquid materials from the sections of stormwater or sewer manhole being cleaned to the extent that closed circuit television inspection can be performed.

EXHIBIT B

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
A	8" diameter				
A-1	6.0 mm normal thickness (.236")	10,000	LF	\$ 23.10	\$ 231,000.00
A-2	7.5 mm normal thickness (.295")	10,000	LF	\$ 25.20	\$ 252,000.00
A-3	9.0 mm normal thickness (.354")	5,000	LF	\$ 26.00	\$ 130,000.00
				TOTAL "A"	\$ 613,000.00
B	10" diameter				
B-1	6.0 mm normal thickness (.236")	400	LF	\$ 27.30	\$ 10,920.00
B-2	7.5 mm normal thickness (.295")	400	LF	\$ 29.70	\$ 11,880.00
B-3	9.0 mm normal thickness (.354")	400	LF	\$ 31.00	\$ 12,400.00
				TOTAL "B"	\$ 35,200.00
C	12" diameter				
C-1	6.0 mm normal thickness (.236")	400	LF	\$ 30.40	\$ 12,160.00
C-2	7.5 mm normal thickness (.295")	400	LF	\$ 32.90	\$ 13,160.00
C-3	9.0 mm normal thickness (.354")	600	LF	\$ 39.30	\$ 23,580.00
				TOTAL "C"	\$ 48,900.00
D	15" diameter				
D-1	6.0 mm normal thickness (.236")	400	LF	\$ 38.00	\$ 15,200.00
D-2	7.5 mm normal thickness (.295")	400	LF	\$ 42.10	\$ 16,840.00
D-3	9.0 mm normal thickness (.354")	600	LF	\$ 49.10	\$ 29,460.00
				TOTAL "D"	\$ 61,500.00
E	18" diameter				
E-1	6.0 mm normal thickness (.236")	300	LF	\$ 37.90	\$ 11,370.00
E-2	7.5 mm normal thickness (.295")	300	LF	\$ 45.00	\$ 13,500.00
E-3	9.0 mm normal thickness (.354")	300	LF	\$ 57.70	\$ 17,310.00
E-4	10.5 mm normal thickness (.413")	200	LF	\$ 61.20	\$ 12,240.00
				TOTAL "E"	\$ 54,420.00
F	21" diameter				
F-1	6.0 mm normal thickness (.236")	300	LF	\$ 44.00	\$ 13,200.00
F-2	7.5 mm normal thickness (.295")	300	LF	\$ 48.00	\$ 14,400.00
F-3	9.0 mm normal thickness (.354")	300	LF	\$ 67.50	\$ 20,250.00
F-4	10.5 mm normal thickness (.413")	300	LF	\$ 73.30	\$ 21,990.00
F-5	12.0 mm normal thickness (.472")	200	LF	\$ 78.90	\$ 15,780.00
F-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	\$ 4.20	\$ 420.00
				TOTAL "F"	\$ 86,040.00

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
G	24" diameter				
G-1	9.0 mm normal thickness (.354")	300	LF	\$ 70.00	\$ 21,000.00
G-2	10.5 mm normal thickness (.413")	300	LF	\$ 82.50	\$ 24,750.00
G-3	12.0 mm normal thickness (.472")	300	LF	\$ 89.90	\$ 26,970.00
G-4	13.5 mm normal thickness (.531")	300	LF	\$ 94.90	\$ 28,470.00
G-5	15.0 mm normal thickness (.591")	200	LF	\$ 100.20	\$ 20,040.00
G-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 4.30	\$ 430.00
				TOTAL "G"	\$ 121,660.00
H	27" diameter				
H-1	9.0 mm normal thickness (.354")	100	LF	\$ 74.00	\$ 7,400.00
H-2	10.5 mm normal thickness (.413")	100	LF	\$ 89.70	\$ 8,970.00
H-3	12.0 mm normal thickness (.472")	100	LF	\$ 97.90	\$ 9,790.00
H-4	13.5 mm normal thickness (.531")	50	LF	\$ 104.20	\$ 5,210.00
H-5	15.0 mm normal thickness (.591")	50	LF	\$ 110.30	\$ 5,515.00
H-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 3.90	\$ 390.00
				TOTAL "H"	\$ 37,275.00
I	30" diameter				
I-1	9.0 mm normal thickness (.354")	100	LF	\$ 76.00	\$ 7,600.00
I-2	10.5 mm normal thickness (.413")	100	LF	\$ 101.10	\$ 10,110.00
I-3	12.0 mm normal thickness (.472")	100	LF	\$ 109.50	\$ 10,950.00
I-4	13.5 mm normal thickness (.531")	100	LF	\$ 115.90	\$ 11,590.00
I-5	15.0 mm normal thickness (.591")	100	LF	\$ 121.80	\$ 12,180.00
I-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 5.50	\$ 550.00
				TOTAL "I"	\$ 52,980.00
J	36" diameter				
J-1	10.5 mm normal thickness (.413")	100	LF	\$ 90.00	\$ 9,000.00
J-2	12.0 mm normal thickness (.472")	100	LF	\$ 134.50	\$ 13,450.00
J-3	13.5 mm normal thickness (.531")	100	LF	\$ 142.80	\$ 14,280.00
J-4	15.0 mm normal thickness (.591")	100	LF	\$ 150.70	\$ 15,070.00
J-5	16.5 mm normal thickness (.650")	100	LF	\$ 157.40	\$ 15,740.00
J-6	18.0 mm normal thickness (.709")	100	LF	\$ 166.10	\$ 16,610.00
J-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 5.60	\$ 560.00
				TOTAL "J"	\$ 84,710.00

CIPP REHABILITATION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
K	42" diameter				
K-1	10.5 mm normal thickness (.413")	100	LF	\$ 119.80	\$ 11,980.00
K-2	12.0 mm normal thickness (.472")	100	LF	\$ 158.80	\$ 15,880.00
K-3	13.5 mm normal thickness (.531")	100	LF	\$ 167.60	\$ 16,760.00
K-4	15.0 mm normal thickness (.591")	100	LF	\$ 176.40	\$ 17,640.00
K-5	16.5 mm normal thickness (.650")	50	LF	\$ 185.20	\$ 9,260.00
K-6	18.0 mm normal thickness (.709")	50	LF	\$ 192.80	\$ 9,640.00
K-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 7.10	\$ 710.00
				TOTAL "K"	\$ 81,870.00
	TOTAL "A" THRU "K"				\$ 1,277,555.00
CLEAN & INSPECTION - SANITARY SEWER MAINS					
L	Light Cleaning and Inspection				
L-1	8" - 12" diameter	6,000	LF	\$ 2.50	\$ 15,000.00
L-2	14" - 18" diameter	6,000	LF	\$ 5.00	\$ 30,000.00
L-3	20" - 24" diameter	6,000	LF	\$ 7.00	\$ 42,000.00
L-4	27" - 42" diameter	6,000	LF	\$ 10.00	\$ 60,000.00
L-5	48" - 72" diameter	6,000	LF	\$ 12.10	\$ 72,600.00
				TOTAL "L"	\$ 219,600.00
M	Medium Cleaning				
M-1	8" - 12" diameter	6,000	LF	\$ 3.70	\$ 22,200.00
M-2	14" - 18" diameter	6,000	LF	\$ 7.00	\$ 42,000.00
M-3	20" - 24" diameter	6,000	LF	\$ 10.00	\$ 60,000.00
M-4	27" - 42" diameter	6,000	LF	\$ 13.10	\$ 78,600.00
M-5	48" - 72" diameter	6,000	LF	\$ 15.10	\$ 90,600.00
				TOTAL "M"	\$ 293,400.00
N	Heavy Cleaning				
N-1	8" - 12" diameter	6,000	LF	\$ 3.30	\$ 19,800.00
N-2	14" - 18" diameter	6,000	LF	\$ 8.00	\$ 48,000.00
N-3	20" - 24" diameter	6,000	LF	\$ 12.10	\$ 72,600.00
N-4	27" - 42" diameter	6,000	LF	\$ 16.10	\$ 96,600.00
N-5	48" - 72" diameter	6,000	LF	\$ 18.10	\$ 108,600.00
		6,000	LF		\$ -
				TOTAL "N"	\$ 345,600.00
O	Root Removal				
O-1	8" - 12" diameter	6,000	LF	\$ 1.60	\$ 9,600.00
O-2	14" - 18" diameter	6,000	LF	\$ 2.60	\$ 15,600.00
O-3	20" - 24" diameter	6,000	LF	\$ 4.80	\$ 28,800.00
O-4	27" - 42" diameter	6,000	LF	\$ 5.30	\$ 31,800.00
O-5	48" - 72" diameter	6,000	LF	\$ 6.30	\$ 37,800.00
				TOTAL "O"	\$ 123,600.00

CLEAN & INSPECTION - SANITARY SEWER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
P	Tuberculation Cleaning				
P-1	8" - 12" diameter	6,000	LF	\$ 19.00	\$ 114,000.00
P-2	14" - 18" diameter	6,000	LF	\$ 21.70	\$ 130,200.00
P-3	20" - 24" diameter	6,000	LF	\$ 22.70	\$ 136,200.00
P-4	27" - 42" diameter	6,000	LF	\$ 23.30	\$ 139,800.00
P-5	48" - 72" diameter	6,000	LF	\$ 25.90	\$ 155,400.00
				TOTAL "P"	\$ 675,600.00
	TOTAL "L" THRU "P"				\$ 1,657,800.00
SANITARY SEWER					
LATERAL CIPP LINING-TOP HAT/FULL WRAP - UP TO 36"					
Q					
Q-1	Four (4) inch lateral connection per ASTM F1216-16	20	EA	\$ 2,009.90	\$ 40,198.00
Q-2	Six (6) inch lateral connection per ASTM F1216-16	20	EA	\$ 2,009.90	\$ 40,198.00
Q-3	Eight (8) inch lateral connection per ASTM F1216-16	20	EA	\$ 2,009.90	\$ 40,198.00
Q-4	Lateral lining 0 to 30' per ASTM F1216-16	100	LF	\$ 79.30	\$ 7,930.00
Q-5	Additional Lateral Lining > 30' per ASTM F1216-16	100	LF	\$ 37.00	\$ 3,700.00
Q-6	Lateral Cutout	20	EA	\$ 195.00	\$ 3,900.00
Q-4	Lateral Grout	20	EA	\$ 390.20	\$ 7,804.00
	TOTAL "Q"				\$ 143,928.00
SANITARY SEWER					
MANHOLE/LIFT STATION REFURBISHMENT					
R					
R-1	Interior Manhole Application (Precast)	2,000	SF	\$ 19.00	\$ 38,000.00
R-2	Interior Manhole Application (Brick)	2,000	SF	\$ 23.30	\$ 46,600.00
R-3	Interior Lift Station Application (Precast)	2,000	SF	\$ 21.20	\$ 42,400.00
R-4	Interior Lift Station Application (Brick)	2,000	SF	\$ 26.40	\$ 52,800.00
R-5	Bench/Invert Repair	200	EA	\$ 528.90	\$ 105,780.00
	TOTAL "R"				\$ 285,580.00
SANITARY SEWER					
CLEANOUT INSTALLATION					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
S					
S-1	Four (4) inch cleanout	20	EA	\$ 528.90	\$ 10,578.00
S-2	Six (6) inch cleanout	20	EA	\$ 634.70	\$ 12,694.00
S-3	Eight (8) inch cleanout	20	EA	\$ 793.40	\$ 15,868.00
	TOTAL "S"				\$ 39,140.00

MANHOLE CLEANING					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
T	Manhole cleaning	2,000	SF	\$ 5.30	\$ 10,600.00
	TOTAL "T"				\$ 10,600.00
	TOTAL "Q" THRU "T"				\$ 479,248.00
CIPP REHABILITATION - STORMWATER MAINS					
U	8" diameter				
U-1	6.0 mm normal thickness (.236")	500	LF	\$ 39.50	\$ 19,750.00
	TOTAL "U"				\$ 19,750.00
V	10" diameter				
V-1	6.0 mm normal thickness (.236")	400	LF	\$ 45.50	\$ 18,200.00
V-2	7.5 mm normal thickness (.295")	400	LF	\$ 48.00	\$ 19,200.00
	TOTAL "V"				\$ 37,400.00
W	12" diameter				
W-1	6.0 mm normal thickness (.236")	750	LF	\$ 48.80	\$ 36,600.00
W-2	7.5 mm normal thickness (.295")	750	LF	\$ 51.50	\$ 38,625.00
	TOTAL "W"				\$ 75,225.00
X	15" diameter				
X-1	6.0 mm normal thickness (.236")	1,000	LF	\$ 55.00	\$ 55,000.00
X-2	7.5 mm normal thickness (.295")	1,500	LF	\$ 64.50	\$ 96,750.00
X-3	9.0 mm normal thickness (.354")	1,000	LF	\$ 76.90	\$ 76,900.00
X-4	Charge for each 1.5 mm thickness increase per LF exceeding 9.0 mm	100	LF	\$ 2.10	\$ 210.00
	TOTAL "X"				\$ 228,860.00
Y	18" diameter				
Y-1	6.0 mm normal thickness (.236")	1,250	LF	\$ 52.20	\$ 65,250.00
Y-2	7.5 mm normal thickness (.295")	1,250	LF	\$ 67.60	\$ 84,500.00
Y-3	9.0 mm normal thickness (.354")	1,250	LF	\$ 79.40	\$ 99,250.00
Y-4	10.5 mm normal thickness (.413")	1,250	LF	\$ 82.90	\$ 103,625.00
Y-5	Charge for each 1.5 mm thickness increase per LF exceeding 10.5 mm	100	LF	\$ 4.20	\$ 420.00
	TOTAL "Y"				\$ 353,045.00
Z	21" diameter				
Z-1	6.0 mm normal thickness (.236")	220	LF	\$ 59.70	\$ 13,134.00
Z-2	7.5 mm normal thickness (.295")	220	LF	\$ 63.50	\$ 13,970.00
Z-3	9.0 mm normal thickness (.354")	220	LF	\$ 90.10	\$ 19,822.00
Z-4	10.5 mm normal thickness (.413")	220	LF	\$ 96.10	\$ 21,142.00
Z-5	12.0 mm normal thickness (.472")	200	LF	\$ 104.40	\$ 20,880.00
Z-6	Charge for each 1.5 mm thickness increase per LF exceeding 12.0 mm	100	LF	\$ 4.20	\$ 420.00
	TOTAL "Z"				\$ 89,368.00

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
AA	24" diameter				
AA-1	9.0 mm normal thickness (.354")	700	LF	\$ 95.00	\$ 66,500.00
AA-2	10.5 mm normal thickness (.413")	700	LF	\$ 106.70	\$ 74,690.00
AA-3	12.0 mm normal thickness (.472")	700	LF	\$ 116.80	\$ 81,760.00
AA-4	13.5 mm normal thickness (.531")	700	LF	\$ 122.00	\$ 85,400.00
AA-5	15.0 mm normal thickness (.591")	700	LF	\$ 127.50	\$ 89,250.00
AA-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 4.30	\$ 430.00
				TOTAL "AA"	\$ 398,030.00
BB	27" diameter				
BB-1	9.0 mm normal thickness (.354")	220	LF	\$ 100.00	\$ 22,000.00
BB-2	10.5 mm normal thickness (.413")	220	LF	\$ 113.70	\$ 25,014.00
BB-3	12.0 mm normal thickness (.472")	220	LF	\$ 124.60	\$ 27,412.00
BB-4	13.5 mm normal thickness (.531")	220	LF	\$ 131.20	\$ 28,864.00
BB-5	15.0 mm normal thickness (.591")	220	LF	\$ 137.60	\$ 30,272.00
BB-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 4.50	\$ 450.00
				TOTAL "BB"	\$ 134,012.00
CC	30" diameter				
CC-1	9.0 mm normal thickness (.354")	600	LF	\$ 100.00	\$ 60,000.00
CC-2	10.5 mm normal thickness (.413")	600	LF	\$ 113.70	\$ 68,220.00
CC-3	12.0 mm normal thickness (.472")	600	LF	\$ 123.30	\$ 73,980.00
CC-4	13.5 mm normal thickness (.531")	600	LF	\$ 129.90	\$ 77,940.00
CC-5	15.0 mm normal thickness (.591")	600	LF	\$ 135.90	\$ 81,540.00
CC-6	Charge for each 1.5 mm thickness increase per LF exceeding 15.0 mm	100	LF	\$ 5.50	\$ 550.00
				TOTAL "CC"	\$ 362,230.00
DD	36" diameter				
DD-1	10.5 mm normal thickness (.413")	500	LF	\$ 108.00	\$ 54,000.00
DD-2	12.0 mm normal thickness (.472")	500	LF	\$ 151.70	\$ 75,850.00
DD-3	13.5 mm normal thickness (.531")	500	LF	\$ 160.30	\$ 80,150.00
DD-4	15.0 mm normal thickness (.591")	500	LF	\$ 168.30	\$ 84,150.00
DD-5	16.5 mm normal thickness (.650")	250	LF	\$ 175.10	\$ 43,775.00
DD-6	18.0 mm normal thickness (.709")	250	LF	\$ 184.00	\$ 46,000.00
DD-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 5.60	\$ 560.00
				TOTAL "DD"	\$ 384,485.00

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
EE	42" diameter				
EE-1	10.5 mm normal thickness (.413")	250	LF	\$ 120.00	\$ 30,000.00
EE-2	12.0 mm normal thickness (.472")	250	LF	\$ 140.00	\$ 35,000.00
EE-3	13.5 mm normal thickness (.531")	250	LF	\$ 185.80	\$ 46,450.00
EE-4	15.0 mm normal thickness (.591")	250	LF	\$ 194.80	\$ 48,700.00
EE-5	16.5 mm normal thickness (.650")	250	LF	\$ 203.80	\$ 50,950.00
EE-6	18.0 mm normal thickness (.709")	250	LF	\$ 211.50	\$ 52,875.00
EE-7	Charge for each 1.5 mm thickness increase per LF exceeding 18.0 mm	100	LF	\$ 7.10	\$ 710.00
				TOTAL "EE"	\$ 264,685.00
FF	48" diameter				
FF-1	12.0 mm normal thickness (.472")	200	LF	\$ 150.00	\$ 30,000.00
FF-2	13.5 mm normal thickness (.531")	200	LF	\$ 160.00	\$ 32,000.00
FF-3	15.0 mm normal thickness (.591")	200	LF	\$ 225.30	\$ 45,060.00
FF-4	16.5 mm normal thickness (.650")	200	LF	\$ 235.60	\$ 47,120.00
FF-5	18.0 mm normal thickness (.709")	200	LF	\$ 244.60	\$ 48,920.00
FF-6	19.5 mm normal thickness (.768")	100	LF	\$ 262.20	\$ 26,220.00
FF-7	21.0 mm normal thickness (.827")	100	LF	\$ 270.90	\$ 27,090.00
FF-8	Charge for each 1.5 mm thickness increase per LF exceeding 21.0 mm	100	LF	\$ 8.00	\$ 800.00
				TOTAL "FF"	\$ 257,210.00
GG	52" diameter				
GG-1	10.5 mm normal thickness (.413")	25	LF	\$ 145.00	\$ 3,625.00
GG-2	12.0 mm normal thickness (.472")	25	LF	\$ 155.00	\$ 3,875.00
GG-3	13.5 mm normal thickness (.531")	25	LF	\$ 165.00	\$ 4,125.00
GG-4	15.0 mm normal thickness (.591")	25	LF	\$ 196.50	\$ 4,912.50
GG-5	16.5 mm normal thickness (.650")	25	LF	\$ 204.20	\$ 5,105.00
GG-6	18.0 mm normal thickness (.709")	25	LF	\$ 262.20	\$ 6,555.00
GG-7	19.5 mm normal thickness (.768")	25	LF	\$ 279.30	\$ 6,982.50
GG-8	21.0 mm normal thickness (.827")	25	LF	\$ 290.40	\$ 7,260.00
GG-9	22.5 mm normal thickness (.886")	100	LF	\$ 302.60	\$ 30,260.00
GG-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 9.60	\$ 960.00
				TOTAL "GG"	\$ 73,660.00

CIPP REHABILITATION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
HH	54" diameter				
HH-1	10.5 mm normal thickness (.413")	25	LF	\$ 150.00	\$ 3,750.00
HH-2	12.0 mm normal thickness (.472")	25	LF	\$ 160.00	\$ 4,000.00
HH-3	13.5 mm normal thickness (.531")	25	LF	\$ 170.00	\$ 4,250.00
HH-4	15.0 mm normal thickness (.591")	25	LF	\$ 210.00	\$ 5,250.00
HH-5	16.5 mm normal thickness (.650")	25	LF	\$ 215.00	\$ 5,375.00
HH-6	18.0 mm normal thickness (.709")	25	LF	\$ 288.90	\$ 7,222.50
HH-7	19.5 mm normal thickness (.768")	25	LF	\$ 305.50	\$ 7,637.50
HH-8	21.0 mm normal thickness (.827")	25	LF	\$ 406.10	\$ 10,152.50
HH-9	22.5 mm normal thickness (.886")	100	LF	\$ 419.70	\$ 41,970.00
HH-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 9.80	\$ 980.00
				TOTAL "HH"	\$ 90,587.50
II	60" diameter				
II-1	10.5 mm normal thickness (.413")	25	LF	\$ 302.40	\$ 7,560.00
II-2	12.0 mm normal thickness (.472")	25	LF	\$ 319.00	\$ 7,975.00
II-3	13.5 mm normal thickness (.531")	25	LF	\$ 330.20	\$ 8,255.00
II-4	15.0 mm normal thickness (.591")	25	LF	\$ 341.20	\$ 8,530.00
II-5	16.5 mm normal thickness (.650")	25	LF	\$ 350.40	\$ 8,760.00
II-6	18.0 mm normal thickness (.709")	25	LF	\$ 445.50	\$ 11,137.50
II-7	19.5 mm normal thickness (.768")	25	LF	\$ 468.90	\$ 11,722.50
II-8	21.0 mm normal thickness (.827")	25	LF	\$ 483.90	\$ 12,097.50
II-9	22.5 mm normal thickness (.886")	100	LF	\$ 499.10	\$ 49,910.00
II-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 13.50	\$ 1,350.00
				TOTAL "II"	\$ 127,297.50
JJ	72" diameter				
JJ-1	10.5 mm normal thickness (.413")	25	LF	\$ 500.10	\$ 12,502.50
JJ-2	12.0 mm normal thickness (.472")	25	LF	\$ 506.20	\$ 12,655.00
JJ-3	13.5 mm normal thickness (.531")	25	LF	\$ 519.70	\$ 12,992.50
JJ-4	15.0 mm normal thickness (.591")	25	LF	\$ 532.80	\$ 13,320.00
JJ-5	16.5 mm normal thickness (.650")	25	LF	\$ 546.60	\$ 13,665.00
JJ-6	18.0 mm normal thickness (.709")	25	LF	\$ 680.50	\$ 17,012.50
JJ-7	19.5 mm normal thickness (.768")	25	LF	\$ 763.20	\$ 19,080.00
JJ-8	21.0 mm normal thickness (.827")	25	LF	\$ 781.80	\$ 19,545.00
JJ-9	22.5 mm normal thickness (.886")	100	LF	\$ 796.30	\$ 79,630.00
JJ-10	Charge for each 1.5 mm thickness increase per LF exceeding 22.5 mm	100	LF	\$ 14.70	\$ 1,470.00
				TOTAL "JJ"	\$ 201,872.50
	Total CIPP Rehabilitation - Stormwater Mains ("U" THRU "JJ")				\$ 3,097,717.50

CLEAN & INSPECTION - STORMWATER MAINS					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
KK	Light Cleaning and inspection				
KK-1	8" - 12" diameter	6,000	LF	\$ 6.00	\$ 36,000.00
KK-2	14" - 18" diameter	6,000	LF	\$ 8.00	\$ 48,000.00
KK-3	20" - 24" diameter	6,000	LF	\$ 9.00	\$ 54,000.00
KK-4	27" - 42" diameter	6,000	LF	\$ 12.10	\$ 72,600.00
KK-5	48" - 72" diameter	6,000	LF	\$ 16.10	\$ 96,600.00
				TOTAL "KK"	\$ 307,200.00
LL	Medium Cleaning				
LL-1	8" - 12" diameter	6,000	LF	\$ 9.00	\$ 54,000.00
LL-2	14" - 18" diameter	6,000	LF	\$ 11.10	\$ 66,600.00
LL-3	20" - 24" diameter	6,000	LF	\$ 14.10	\$ 84,600.00
LL-4	27" - 42" diameter	6,000	LF	\$ 17.10	\$ 102,600.00
LL-5	48" - 72" diameter	6,000	LF	\$ 20.10	\$ 120,600.00
				TOTAL "LL"	\$ 428,400.00
MM	Heavy Cleaning				
MM-1	8" - 12" diameter	6,000	LF	\$ 11.10	\$ 66,600.00
MM-2	14" - 18" diameter	6,000	LF	\$ 16.10	\$ 96,600.00
MM-3	20" - 24" diameter	6,000	LF	\$ 20.10	\$ 120,600.00
MM-4	27" - 42" diameter	6,000	LF	\$ 26.10	\$ 156,600.00
MM-5	48" - 72" diameter	6,000	LF	\$ 32.20	\$ 193,200.00
				TOTAL "MM"	\$ 633,600.00
NN	Root Removal				
NN-1	8" - 12" diameter	6,000	LF	\$ 1.60	\$ 9,600.00
NN-2	14" - 18" diameter	6,000	LF	\$ 2.60	\$ 15,600.00
NN-3	20" - 24" diameter	6,000	LF	\$ 4.80	\$ 28,800.00
NN-4	27" - 42" diameter	6,000	LF	\$ 5.30	\$ 31,800.00
NN-5	48" - 72" diameter	6,000	LF	\$ 6.30	\$ 37,800.00
				TOTAL "NN"	\$ 123,600.00
OO	Tuberculation Cleaning				
OO-1	8" - 12" diameter	6,000	LF	\$ 19.00	\$ 114,000.00
OO-2	14" - 18" diameter	6,000	LF	\$ 21.70	\$ 130,200.00
OO-3	20" - 24" diameter	6,000	LF	\$ 22.70	\$ 136,200.00
OO-4	27" - 42" diameter	6,000	LF	\$ 23.30	\$ 139,800.00
OO-5	48" - 72" diameter	6,000	LF	\$ 25.90	\$ 155,400.00
				TOTAL "OO"	\$ 675,600.00
PP	Stormwater Manhole Cleaning	2,800	SF	\$ 5.30	\$ 14,840.00
				TOTAL "PP"	\$ 14,840.00
	TOTAL "KK" THRU "PP"				\$ 2,183,240.00

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
QQ	By-Pass Pumping				
QQ-1	8" diameter	5	LS	\$ 317.40	\$ 1,587.00
QQ-2	10" diameter	5	LS	\$ 317.40	\$ 1,587.00
QQ-3	12" diameter	5	LS	\$ 1,586.80	\$ 7,934.00
QQ-4	15" diameter	5	LS	\$ 6,347.00	\$ 31,735.00
QQ-5	18" diameter	5	LS	\$ 11,107.30	\$ 55,536.50
QQ-6	21" diameter	5	LS	\$ 12,694.10	\$ 63,470.50
QQ-7	24" diameter	5	LS	\$ 14,280.80	\$ 71,404.00
QQ-8	27" diameter	5	LS	\$ 15,867.60	\$ 79,338.00
QQ-9	30" diameter	5	LS	\$ 17,454.30	\$ 87,271.50
QQ-10	36" diameter	5	LS	\$ 19,041.10	\$ 95,205.50
				TOTAL "QQ"	\$ 495,069.00
RR	Standard Service Reconnection	25	Each	\$ 195.00	\$ 4,875.00
				TOTAL "RR"	\$ 4,875.00
SS	Traffic Control - FDOT Right of Way				
SS-1	Flagman	10	Setup	\$ 655.90	\$ 6,559.00
SS-2	Arrow Board	10	Setup	\$ 190.40	\$ 1,904.00
SS-3	Barricades	10	Setup	\$ 359.70	\$ 3,597.00
SS-4	Lane Dividers	10	Setup	\$ 15.90	\$ 159.00
				TOTAL "SS"	\$ 12,219.00
TT	Traffic Control - City Right of Way				
TT-1	Flagman	10	Setup	\$ 655.90	\$ 6,559.00
TT-2	Arrow Board	10	Setup	\$ 190.40	\$ 1,904.00
TT-3	Barricades	10	Setup	\$ 264.50	\$ 2,645.00
TT-4	Lane Dividers	10	Setup	\$ 15.90	\$ 159.00
				TOTAL "TT"	\$ 11,267.00
UU	Traffic Control - County Right of Way				
UU-1	Flagman	10	Setup	\$ 655.90	\$ 6,559.00
UU-2	Arrow Board	10	Setup	\$ 190.40	\$ 1,904.00
UU-3	Barricades	10	Setup	\$ 359.70	\$ 3,597.00
UU-4	Lane Dividers	10	Setup	\$ 15.90	\$ 159.00
				TOTAL "UU"	\$ 12,219.00

ANCILLARY GENERAL SERVICES					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
VV	Easement Access				
VV-1	6" to 12" diameter	100	LF	\$ 3.70	\$ 370.00
VV-2	14" to 18" diameter	100	LF	\$ 4.80	\$ 480.00
VV-3	20" to 24" diameter	100	LF	\$ 6.10	\$ 610.00
VV-4	27" to 30" diameter	100	LF	\$ 9.80	\$ 980.00
VV-5	36" to 42" diameter	100	LF	\$ 10.80	\$ 1,080.00
VV-6	48" to 54" diameter	100	LF	\$ 16.10	\$ 1,610.00
				TOTAL "VV"	\$ 5,130.00
WW	Manhole Cleaning	2,800	SF	\$ 5.30	\$ 14,840.00
				TOTAL "WW"	\$ 14,840.00
XX	Grout fill abandoned pipe	1,000	CY	\$ 158.70	\$ 158,700.00
				TOTAL "XX"	\$ 158,700.00
YY	Chemical and physical product testing	10	EA	\$ 264.50	\$ 2,645.00
				TOTAL "YY"	\$ 2,645.00
ZZ	Erosion and sediment control				
ZZ-1	Silt Fencing	200	LF	\$ 4.20	\$ 840.00
ZZ-2	Floating Turbidity Barrier	200	LF	\$ 15.90	\$ 3,180.00
ZZ-3	Gutter Buddy	100	EA	\$ 52.90	\$ 5,290.00
				TOTAL "ZZ"	\$ 9,310.00
AAA	Mobilization	20	Setup	\$ 3,578.40	\$ 71,568.00
				TOTAL "AAA"	\$ 71,568.00
BBB	Bonds	100,000	Percentage	\$ 0.03	\$ 3,000.00
				TOTAL "BBB"	\$ 3,000.00
	TOTAL "QQ" THRU "BBB"				\$ 800,842.00
	TOTAL ESTIMATED BID AMOUNT				\$ 9,496,402.50

ADDITIVE ALTERNATE No. 1					
SANITARY SEWER					
LINE RECONSTRUCTION SDR 26 LESS THAN 10' DEPTH					
CCC					
CCC-1	15"	100	LF	\$ 272.00	\$ 27,200.00
CCC-2	18"	100	LF	\$ 292.20	\$ 29,220.00
CCC-3	24"	100	LF	\$ 385.60	\$ 38,560.00
CCC-4	30"	100	LF	\$ 464.10	\$ 46,410.00
CCC-5	36"	100	LF	\$ 582.90	\$ 58,290.00
CCC-6	42"	100	LF	\$ 594.10	\$ 59,410.00
CCC-7	48"	100	LF	\$ 1,193.20	\$ 119,320.00
CCC-8	54"	100	LF	\$ 1,500.00	\$ 150,000.00
CCC-9	60"	100	LF	\$ 2,000.00	\$ 200,000.00
CCC-10	66"	50	LF	\$ 2,500.00	\$ 125,000.00
CCC-11	72"	50	LF	\$ 3,000.00	\$ 150,000.00
				TOTAL "CCC"	\$ 1,003,410.00
SANITARY SEWER					
LINE RECONSTRUCTION C900 GREATER THAN 10' DEPTH					
DDD					
DDD-1	15"	100	LF	\$ 333.30	\$ 33,330.00
DDD-2	18"	100	LF	\$ 358.30	\$ 35,830.00
DDD-3	24"	100	LF	\$ 469.00	\$ 46,900.00
DDD-4	30"	100	LF	\$ 578.50	\$ 57,850.00
DDD-5	36"	100	LF	\$ 745.00	\$ 74,500.00
DDD-6	42"	100	LF	\$ 1,391.10	\$ 139,110.00
DDD-7	48"	100	LF	\$ 1,500.00	\$ 150,000.00
DDD-8	54"	100	LF	\$ 2,000.00	\$ 200,000.00
DDD-9	60"	100	LF	\$ 2,500.00	\$ 250,000.00
DDD-10	66"	50	LF	\$ 3,000.00	\$ 150,000.00
DDD-11	72"	50	LF	\$ 3,500.00	\$ 175,000.00
				TOTAL "DDD"	\$ 1,312,520.00

STORMWATER MAINS					
EEE	Line Reconstruction (concrete collars are incidental) greater than 8' depth and under roadways				
EEE-1	15" RCP	250	LF	\$ 161.30	\$ 40,325.00
EEE-2	18" RCP	250	LF	\$ 171.10	\$ 42,775.00
EEE-3	24" RCP	250	LF	\$ 188.60	\$ 47,150.00
EEE-4	30" RCP	250	LF	\$ 227.30	\$ 56,825.00
EEE-5	36" RCP	250	LF	\$ 256.20	\$ 64,050.00
EEE-6	48" RCP	250	LF	\$ 324.20	\$ 81,050.00
EEE-7	54" RCP	250	LF	\$ 386.40	\$ 96,600.00
EEE-8	60" RCP	250	LF	\$ 424.70	\$ 106,175.00
EEE-9	72" RCP	500	LF	\$ 548.60	\$ 274,300.00
				TOTAL "EEE"	\$ 809,250.00
FFF	HDPE Line Reconstruction less than 8'				
FFF-1	15" HDPE	250	LF	\$ 133.60	\$ 33,400.00
FFF-2	18" HDPE	250	LF	\$ 142.20	\$ 35,550.00
FFF-3	24" HDPE	250	LF	\$ 160.60	\$ 40,150.00
FFF-4	30" HDPE	250	LF	\$ 203.10	\$ 50,775.00
FFF-5	36" HDPE	250	LF	\$ 209.80	\$ 52,450.00
FFF-6	42" HDPE	250	LF	\$ 231.70	\$ 57,925.00
FFF-7	48" HDPE	250	LF	\$ 279.80	\$ 69,950.00
FFF-8	54" HDPE	250	LF	\$ 310.00	\$ 77,500.00
FFF-9	60" HDPE	250	LF	\$ 353.50	\$ 88,375.00
FFF-10	70" HDPE	500	LF	\$ 390.00	\$ 195,000.00
				TOTAL "FFF"	\$ 701,075.00
	TOTAL "CCC" THRU "FFF"				\$ 3,826,255.00

*(COMPOSITE EXHIBIT C is not attached but will remain on file in
in the Office of the Purchasing Agent and will be available upon request)*

CONTRACT

THIS CONTRACT, made and entered into on the 25th day of September, 2019, by and between Miami-Dade County, Florida, acting by and through the Office of the Mayor, party of the first part (hereinafter sometimes called the "County"), and Insituform Technologies, LLC, party of the second part (hereinafter sometimes called "Contractor");

WITNESSETH

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. That the Contractor shall furnish all labor, materials and equipment and perform all work in the manner and form provided by the Contract Documents covering the Project of the County known and identified as

"TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946"

at the unit prices reflected in the Proposal, for an aggregate amount up to Eight Million Dollars and No Cents (U.S. Dollars) \$8,000,000.00. The Contract will be awarded for an aggregate amount of up to \$8,000,000 for a two-year period. Unless the Contract is renewed, it will terminate upon the depletion of the awarded amount or the expiration of the two-year period, whichever occurs first. The two-year term of the Contract will commence with issuance of the Notice to Proceed. The County Mayor or County Mayor's designee has the option to renew the Contract for up to an additional two years on a year to year basis, provided that the Contractor maintains the prices, etc. used in the original contract, with an additional total amount of up to \$8,000,000. Each renewal option will be for a one-year period and up to \$4,000,000. The County does not guarantee that the full amount of the Contract will be issued to the Contractor. Continuation of the Contract beyond the initial period is a County prerogative not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

2. That the Contractor shall begin the work to be performed under this Contract on a day to be specified in a written order issued by the Engineer, and shall fully complete all work hereunder within the time or times stated in the Proposal.

3. That the County shall pay to the Contractor for the faithful performance of this Contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, the total amount of the Proposal as set forth above at the times and in a manner stated in the General Terms and Conditions of the Contract Documents.

4. It is further mutually agreed that if at any time after the execution of this Contract, Surety Performance and Payment Bond, the County shall deem the surety upon such bonds to be unsatisfactory, or if for any reason such bond shall become inadequate to cover the performance of the

CONTRACT

work, the Contractor shall at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security shall have been furnished in a manner and form satisfactory to the County.

5. The "Contract Documents" are hereby defined as the Questionnaire, the Advertisement for Bids, the Instructions to Bidders, the Proposal, the Certified Resolution (Proposal/Prescribed Bid Bond), the Prescribed Bid Bond, the Contract, the Surety Performance and Payment Bond, the Certified Resolution (Contract/ Surety Performance and Payment Bond), the General Terms and Conditions, the Supplemental General Terms and Conditions, the Supplemental General Conditions (if Ordinance 90-143 is applicable) including Wage and Benefit Schedules, the Specifications, the Plans, any Addenda which may be issued, the Subcontractor /Supplier Listing Form (Ordinance 97-104 as amended by Ordinance 00-30), the Reporting Subcontracting Policies and Procedures (Ordinance 98 -15 9), the Small Business Enterprise Programs Participation Provisions and Forms (if applicable), and the provisions for the following: Vendors Affidavit (Uniform County Affidavits); Criminal Record (Felony) (as amended by Ordinance 00-30; Community Workforce Program County Code Section 2-1701, Office of Miami-Dade County Inspector General (IG) (if Ordinance 97-215 as amended by Ordinance 99-15 is applicable); Sworn Statement – Public Entity Crimes [Florida Statute Sect. 287.133 (3) (a)]; Change Orders; Notice to Proceed, Referenced Codes and Standards, Warranties and Guarantees, all related correspondence, field notes, logs, and other documents.

The General Terms and Conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that it has read and understands all of said Contract Documents.

6. The various indemnities of the Contractor contained in the Contract Documents indemnifying the County from liability for damages to persons or property caused by acts, omissions, or defaults in the performance of the Contract Documents shall have a monetary limitation of the larger of the following: \$1,000,000.00, or the entire amount of the Contract.

7. The County retains the right to audit any and all information regarding this Contract as described in the General Covenants and Conditions, Section 41 "Audit Rights and Review of Records".

8. Notwithstanding and prevailing over any other provision of the Contract Documents to the contrary, the County Mayor or Mayor's designee's, may exercise the provisions of Section 2-8.2.12 (4)(d) and (e) of the Code of Miami-Dade County. Any change orders or amendments shall not exceed 10 percent of the base contract price in cumulative percentage amount; provided however, that the foregoing limitation shall not apply to any change order or amendment related to emergency actions impacting remediation, public safety, health requirements or recovery from natural disaster and the foregoing change orders and amendments shall require ratification by the Board; provided further that the County Mayor or his designee may reduce in any amount the scope and compensation payable under this Contract and grant compensable and non-compensable time extensions thereunder. Pursuant to Section 2-8.2.12 (5), the County Mayor or the County Mayor's designee's award and execution of this Contract is subject to ratification by the Board of County Commissioners. If the Mayor or the Mayor's designee's action is not ratified, and such legislative action becomes final, this Contract shall be deemed terminated without further notice. In such event, the Contractor shall not be entitled to recovery of any lost profits or other consequential or indirect damages. However, the Contractor is eligible for payment for any work done prior to failure of the ratification, in accordance with General Terms and Conditions Article 11.D(1) Termination for Convenience.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four (4) counterparts, each of which shall be deemed an original Contract, all as of the day and year first hereinbefore written.

(OFFICIAL SEAL)

ATTEST: Harvey Ruvin
Clerk of the Board

By: _____
Deputy Clerk

MIAMI DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor or Mayor's Designee

(PARTY OF THE FIRST PART)

Approved as to Form and Legal Sufficiency

Sarah Esquivel Davis 9/19/19
Assistant County Attorney
Miami-Dade Water and Sewer Department



WHEN THE CONTRACTOR IS A CORPORATION

(CORPORATION SEAL)

ATTEST
Jana Lause
(Secretary)
Jana Lause
Contracting and Attesting Officer
(Print or type name)

Insituform Technologies, LLC
(Name of Corporation)

By: Diane Partridge
(Signature of Officer)

Diane Partridge
(Print or type name)

Contracting and Attesting Officer
(Official Title)

17988 Edison Avenue

Chesterfield, MO 63005
(Address)

(PARTY OF THE SECOND PART)

* Attach to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract and Surety Performance and Payment Bond to do so in its behalf.

CERTIFIED RESOLUTION

I, Jana Lause, the duly elected Contracting and Attesting Officer of Insituform Technologies, LLC, a Corporation organized and existing under the laws of the State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with law and the by-laws of the said Corporation:

"IT IS HEREBY RESOLVED that Diane Partridge, the duly elected Contracting and Attesting Officer of Insituform Technologies, LLC be and is hereby authorized to execute and submit a Contract and Surety Performance and Payment Bond to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department, respectively, for a certain Project entitled

TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946

and such other instruments in writing as may be necessary in behalf of the said Corporation, and that the Contract, Surety Performance and Payment Bond and other such instruments signed by him shall be binding upon the said Corporation as its own acts and deeds."

I further certify that the above Resolution is in force and effect and has not been revised, revoked or rescinded.

Given under my hand and the Seal of the said Corporation this 25th day of September, 2019.
(Month) (Year)

By:

Jana Lause
(Secretary)

Jana Lause
Contracting and Attesting Officer

(Print or type name)

(SEAL)

Insituform Technologies, LLC
(Corporate Title)

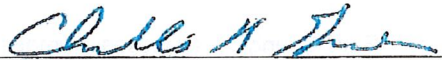
INSITUFORM TECHNOLOGIES, LLC

**PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS**

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: December 1, 2018



Charles R. Gordon
President

Bond No. 107121678

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, Insituform Technologies, LLC, as Principal, whose principal business address is 17988 Edison Avenue, Chesterfield, MO 63005, as Contractor under the contract dated September 25, 2019, between Principal and Miami-Dade County for the construction of "TWO-YEAR COUNTYWIDE CONTRACT FOR REHABILITATION OF SANITARY SEWERS BY THE CURED-IN-PLACE PIPE LINING METHOD WITH COUNTY OPTION-TO-RENEW FOR AN ADDITIONAL TWO YEARS ON A YEARLY BASIS, CONTRACT NO S-946", (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and Travelers Casualty and Surety Company of America

a corporation, whose principal business address is One Tower Square, Hartford, CT 06183, as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") for an aggregate amount up to **Eight Million Dollars and No Cents (U.S. Dollars) \$8,000,000.00**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. The County does not guarantee that the full amount of the Contract will be issued to, or paid to the contractor. The actual amount of work orders assigned is also a prerogative of the County in its sole discretion and dependent only upon its needs.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all work due under the Contract, including but not limited to guarantees, warranties, and the curing of latent defects, said Contract being made a part of this bond by reference; and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and
3. Pays County for all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract; then this bond is void, otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any changes in or under the Contract Documents, and compliance or noncompliance with any formalities connected with the Contract or the changes, do not affect the Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Continued)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the 25th day of September, 2019.

ATTEST:

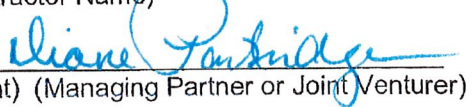

(Secretary)

Janet Hass, Contracting & Attesting Officer
(Print or type name)

CONTRACTOR:

Insituform Technologies, LLC

(Contractor Name)

BY: 
(President) (Managing Partner or Joint Venturer)

Diane Partridge

(Print or type name)

Contracting & Attesting Officer

(Official Title)

(SEAL)

SURETY PERFORMANCE AND PAYMENT BOND (Continued)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

(CORPORATE SEAL)

By: 
(Signature of Attorney-in-Fact)*

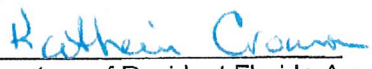
Andrew P. Thome, Attorney-in-Fact
(Printed Name of Attorney-in-Fact)
One Tower Square
Hartford, CT 06183
(Address)
860-277-0111
(Telephone)

Travelers Casualty and Surety Company of America
(Printed Name of Surety)

One Tower Square

Hartford, CT 06183
(Address of Surety)

860-277-0111
(Telephone of Surety)

By: 
(Signature of Resident Florida Agent)*

Katherine Cronin
(Printed Name of Agent)
2420 Lakemont Ave., Ste 100
Orlando, FL 32814
(Address)
407-388-2509
(Telephone)

(Copy of Agent's current
Identification Card as issued by
Commissioner must be attached)

*Power of Attorney must be attached

**BOND APPROVED
AS TO INSURANCE REQUIREMENTS**

ISO RISK MANAGEMENT DIVISION
DATE: 17 Sept 19

State of Missouri
County of St. Louis

On September 25, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

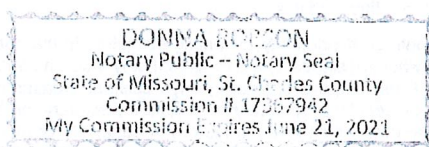
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Donna Robson, Notary Public



My Commission Expires: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

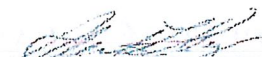
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

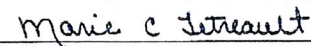
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

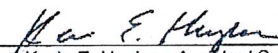
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **September**, 2019.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

KATHERINE JOANN CRONIN

License Number : W260543

Resident Insurance License

• 0220 - GENERAL LINES (PROP & CAS)

Issue Date

06/04/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2615 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.


Jimmy Patronis
Chief Financial Officer
State of Florida

Figure 1. Schematic diagram of the experimental setup. The subject is seated in a chair and views the screen through a mirror. The screen displays the target (a red dot) and the starting position (a green dot). The subject's hand is positioned at the starting position. The distance between the starting position and the target is 10 cm. The subject is instructed to move the hand from the starting position to the target. The distance between the starting position and the target is 10 cm. The subject is instructed to move the hand from the starting position to the target. The distance between the starting position and the target is 10 cm.

MIAMI-DADE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS

CARLOS A. GIMENEZ, MAYOR

AUDREY M. EDMONSON, CHAIRPERSON

BARBARA J. JORDAN

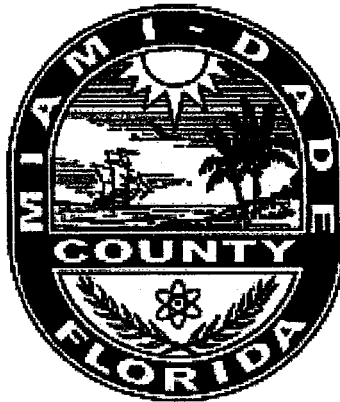
JEAN MONESTIME

SALLY A. HEYMAN

EILEEN HIGGINS

REBECA SOSA

XAVIER L. SUAREZ



DANIELLA LEVINE CAVA

DENNIS C. MOSS

SEN. JAVIER D. SOUTO

JOSE A. MARTINEZ

JOSE (PEPE) DIAZ

ESTEBAN BOVO, JR.,

**TWO-YEAR COUNTYWIDE CONTRACT FOR
REHABILITATION OF SANITARY SEWERS BY THE
CURED-IN-PLACE PIPE LINING METHOD WITH
COUNTY OPTION TO RENEW FOR AN ADDITIONAL
TWO YEARS ON A YEARLY BASIS**

CONTRACT S-946

BID SET

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ADVERTISEMENT FOR BIDS
MIAMI-DADE COUNTY, FLORIDA

Sealed bids for a Consent Decree (CD) Project known and identified as **Two-Year Countywide Contract for Rehabilitation of Sanitary Sewers by the Cured-In-Place Pipe Lining Method with County Option-to-Renew for an Additional Two Years on a Yearly Basis, Contract No S-946**, will be received in the First Floor Lobby of the Douglas Headquarter Building of the Miami-Dade Water and Sewer Department, located at 3071 SW 38 Ave., Miami FL 33146, until 2:00 P.M., Local Time, at which time they will be transferred to Room 156B on **June 14, 2019**, or as modified by addendum. Bids/Proposals must be submitted in a sealed envelope along with the Certificate of Assurance (COA) and must have printed on the outside the name of the Bidder, the business address, the name and number of the project for which the bid is submitted, and the date of the bid opening. Bids will be opened publicly and read aloud on the date and time stated above in Room 156B at the Douglas Headquarter Building of the Miami-Dade Water and Sewer Department at 2:00 P.M., Local Time. Bids/Proposals received after the first envelope has been opened will not be accepted. The mailing address of the Miami-Dade Water and Sewer Department is 3071 SW 38 Avenue, Miami, FL 33146, to the attention of the Construction Contracts Section. The County reserves the right to postpone or cancel the bid opening at any time prior to the scheduled opening of bids.

Note Bidders must:

- a. Submit a completed, signed and notarized Certificate of Assurance (COA) along with the Bid Submittal Package (included in this solicitation package);
- b. Place the completed COA on top of the bid package so that it can be readily identified by the Department during the bid opening. By submitting a completed COA, the bidder acknowledges the Small Business Enterprise (SBE) measures applied to the project and agrees to submit, upon notification by SBD or the Miami-Dade County Business Management Workforce System (BMWS), a Utilization Plan via BMWS listing all certified SBE subcontractor(s) to be utilized to satisfy the measures on the Project, indicating the percentage of work and the description of the work to be performed (pursuant to the firm's certification), within the specified time frame. All SBEs listed in the Utilization Plan will be required to confirm their subcontractor agreement via BMWS, within the specified time frame, before the Utilization Plan may be submitted to SBD for approval. All subcontractors must be certified SBE-CON firms. Bidders can confirm a SBE-CON certification via BMWS at <http://mdcsbd.gob2g.com/>.

NOTE: REQUESTS FOR INFORMATION (RFI) WILL ONLY BE ACCEPTED UP TO 5:00 PM ON JUNE 7, 2019. ANY RFI RECEIVED AFTER THIS DATE WILL NOT BE CONSIDERED.

A MANDATORY PRE-BID CONFERENCE will be held at the Miami-Dade Water and Sewer Department's Douglas Headquarter Building, 3071 SW 38 Ave., Miami FL 33146, in Conference Room 156, on **MAY 23, 2019**. The Pre-Bid Conference will begin at 10:00 A.M. or shortly thereafter.

The Bid Proposal must be accompanied by a bid security in an amount not less than five percent (5%) of the total bid. The bid security can be in the attached Prescribed Bid Bond form, which shall be executed by the Bidder and a qualified Surety, satisfactory and payable to the Miami-Dade County, Florida, Board of County Commissioners. The bid security can also be in the form of a certified check or cashier's check on a solvent national or state bank. The successful contractor must execute a one hundred (100%) Surety Performance and Payment Bonds. **NO BIDDER MAY WITHDRAW HIS BID WITHIN 120 DAYS FROM BID OPENING DATE. NOTE: Before entering into a contract with the County, contractors must register and acquire a Vendor Identification Number (VIN). For further information, you can go to <http://www.miamidade.gov/procurement/vendor-registration.asp>, or call the Vendor Service Section in the Division of Procurement Management at (305) 375-5773.**

For additional information please call Mr. Isaac Smith at (786) 552-8989 or send electronic mail to: Isaac.Smith@miamidade.gov. **NOTE: THIS PROJECT IS UNDER THE CONE OF SILENCE (Pursuant to MDC Section 2-11.1 (t)) ANY E-MAILS SENT TO MR. ISAAC SMITH MUST ALSO COPY THE CLERK OF THE BOARD AT Clerk.Board@miamidade.gov.**

The Project is not subject to the requirements of Miami Dade County Code (County Code) Sec. 10-33.02. - Small Business Enterprise Construction Services Program and Administrative Order 3-22, as it has been determined that a **No Measure Small Business Enterprise – Construction goal is appropriate and a No Measure Small Business Enterprise – Goods and Services goal is appropriate for this contract. Also, the Community Workforce Program is not applicable to this project.**

The construction estimate (consisting of biddable items) for this project is **\$7,063,636**. **Note: This amount does not include a contingency allowance, or dedicated allowances. The construction time from Notice to Proceed is 730 consecutive calendar days.**

This project is one in a series of projects that are being processed under County Code Section 2-8.2.12, entitled Miami-Dade Water and Sewer Department Consent Decree and Capital Improvement Programs Acceleration Ordinance. The cured-in-place pipe lining rehabilitation method will be used for this project and work will be issued under different work orders at different locations anywhere within the limits of Miami-Dade County, Florida, as ordered by the Miami-Dade Water and Sewer Department (Department) during a two year period.

This project consists of furnishing all labor, materials and equipment necessary for rehabilitating defects in 8-inch through 36-inch diameter gravity sanitary sewers and 6-inch diameter service laterals in both industrial and non-industrial areas. The work also includes reinstating approximately 1,400 service laterals, including sealing the lateral connections; cleaning and video inspections with closed circuit television (CCTV); supplementary cleaning of the sewers, and removal and proper disposal of solids as required; by-pass pumping of sewage; maintenance of traffic; and all other appurtenant and miscellaneous items and work for a completed project. The work shall be accomplished through sanitary sewer manholes, without disturbing the street surface or adjacent property or any utility, except when performing excavated point repairs of sewers.

This is a non-exclusive contract, and as such, the Department may issue similar contracts for this type of work, and therefore, does not guarantee that the full amount of the contract work as listed in the Proposal will be issued to the Contractor. The actual amount of work orders assigned will be the prerogative of the Department in its sole discretion and dependent only upon its needs.

The work also includes bypass pumping of sewage or plugging and monitoring, if needed, and other appurtenant and miscellaneous related items and work for a completed Project. The terms "work," "lining," repair," and "cleaning" shall each be construed to denote any and all activities under this contract, regardless of its nature.

Unit prices bid will be used for uniform comparison amongst the bidders, and the bids will be evaluated based upon the lowest total amount bid in the Proposal. The Contract will be awarded for an aggregate amount of up to eight million dollars (\$8,000,000) for a 24-month period. The Contract will terminate upon the depletion of the eight million dollars (\$8,000,000), or the expiration of the 24-month period, whichever occurs first.

The County Mayor or County Mayor's designee has the option to renew the contract for up to an additional two years, on a yearly basis, with the same unit prices used in the original contract. Each renewal option will be for a one-year period and an additional \$4,000,000, up to a total amount of \$8,000,000, should both options be exercised.

The Department has allocated certain funds for this project. Should the amounts bid exceed expected levels, the Department reserves the right to either reduce quantities and/or delete elements of the work while proceeding at the prices bid or reject bids and re-advertise at its sole option.

The County has allocated certain funds for this project. Should the amounts bid exceed expected levels, the Department reserves the right to either reduce quantities and/or delete elements of the work while proceeding at the prices bid or reject bids and re-advertise at its sole option.

One of the following licenses is required: General Engineering, State Underground, Pipeline and/or other categories as applicable by Chapter 489 of the Florida Statutes or County Code Chapter 10. (See Instruction to Bidders, Section 13). Also see SP 1.0 of the Special Provisions for additional bidder qualifications and minimum construction experience requirements to be provided at bid submittal, specifically:

- Bidders shall submit proof that their firm has been successfully engaged in (on a regular basis) with the installation of the proposed liner product for a minimum of one year, and has performed repairs of 8-inch through 36-inch (or larger) diameter sewer gravity lines in an aggregate amount of at least 500,000 linear feet in sub-aqueous conditions.
- Bidders shall submit proof that the liner product to be installed has a documented minimum amount of 500,000 linear feet of any pipe diameter for a successful wastewater installation in the United States.

The Contract Documents are available to the public for inspection at the Douglas Headquarter Building of the Miami-Dade Water and Sewer Department, Construction Contracts Section, Room No. 107, located at 3071 SW 38 Avenue, Miami, FL 33146. Only electronic copies of the Contract Documents on CD are available for purchase. CD's with Contract Documents may be obtained at the physical address above, or requested through the mail, directed to the attention of Mr. Isaac Smith, Construction Contracts Section, **addressed to 3071 SW 38 Avenue, Miami, Florida 33146**, for a non-refundable charge of **Twenty (\$20.00)** per CD, in the form of check or money order made payable to the Miami-Dade Water and Sewer Department and indicating on the check the Contract Number of the project being requested. If requested by mail, the bidder has to include his FEDEX account to cover the charges, otherwise, the set cannot be sent.

The contractor is hereby advised pursuant to Miami-Dade County Resolution R-1395-05 and County Code Section 2-1701, Contractors involved in the construction of improvements on County property must post a notice of job opportunities with the Miami-Dade County Job Clearinghouse. Contractors with job openings must complete a Notice of Job Opening form and submit to the Small Business Development (SBD) Division of Internal Services Department (ISD) for posting. The job vacancy notices should be delivered within ten (10) working days following award of the contract and whenever a job opening occurs.

Pursuant to County Code Section 2-11.1 (t), a "Cone of Silence" is imposed upon RFP's, RFQ's or bids after advertisement and terminates at the time the County Mayor issues a written recommendation to the Board of County Commissioners or authorizes an award subject to Miami Dade County Code Section 2-8.2.12.

The Responsible Wages and Benefits Ordinance 90-143 (County Code Section 2-11.16) applies to this Project. The current Responsible Wage Rates are published annually and can be found at www.miamidade.gov/smallbusiness/responsible-wages-and-benefits.asp. These requirements are set forth in the Instruction to Bidders Section 21.

The County has an initiative to provide construction labor employment and training opportunities for Miami-Dade residents through Employ Miami-Dade initiative. Contractors are encouraged to visit the Employ Miami-Dade website at <https://www.employe-miamidade.gov> to learn more about this continuing effort.

The Contract is subject to review and audit by the Office of the Miami-Dade County Inspector General (IG) and further information is specified in the Instruction to Bidders and General Terms and Conditions. The cost of mandatory random audits by the Miami-Dade County IG is 1/4 of one percent of the Contract price and shall be incorporated into the Contract price by the Bidder. The Department will deduct from each progress payment 1/4 of one percent of that payment to fund the Office of the Miami-Dade County Inspector General.

This Project is subject to the requirements of County Code Section No. 2-8.5 of the, which mandates that in any competitive bid process where award, if any, is to be made to the responsive and responsible bidder offering the lowest bid (the "Low Bidder" and "Low Bid" respectively), the following shall apply:

1. If the Low Bidder is not a Local Business, then any and all responsive and responsible Local Businesses submitting a price within ten percent of the Low Bid, the Low Bidder, and any and all responsive and responsible Locally Headquartered Businesses submitting a price within fifteen percent of the Low Bid, shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.

2. If the Low Bidder is a Local Business which is not a Locally Headquartered Business, then any and all responsive and responsible Locally Headquartered Businesses submitting a price within five percent of the Low Bid, and the Low Bidder shall have an opportunity to submit a best and final bid equal to or lower than the Low Bid.
3. Award, if any, shall be made to the responsive and responsible bidder offering the lowest best and final bid.
4. Ties in best and final bid shall be resolved in the following order of priority: Locally Headquartered Business, Local Business, other business.
5. If no best and final bid is required in accordance with the provisions above, award, if any, shall be made to the Low Bidder.

This Project is subject to the provisions of County Code Section 2-8.8, Fair subcontracting practices, which requires that all contracts in which a bidder may use a Subcontractor, prior to contract award, the bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Additional information is provided in the Instruction to Bidders and Standard Construction General Conditions.

Prospective bidders are advised that 1) the County reserves the right to directly purchase materials, equipment, supplies and other items for this project, which are included in the Contractor's Base Bid and/or the Contract, (substantially in accordance with the Contract Documents) and 2) a Recommendation for Contract Award will be conditioned upon the submittal of any and all documents required by the County as part of the bid evaluation process, including but not limited to, the schedule of values and project schedule.

Listing of subcontractors required (County Code Sec. 10-34, 2-8.1 and 2-8.8). The requirements of this section shall apply to those county and Public Health Trust construction contracts in which a bidder may use a subcontractor which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more. Such contracts shall require the entity contracting with the county to list all first tier subcontractors who will perform any part of the contract and all suppliers who will supply materials for the contract work direct to such entity. The contract shall also require the entity contracting with the County to report to the County the race, gender, and ethnic origin of the owners and employees of all such first tier subcontractors. When a competitive process is utilized to select the entity that will contract with the county, the specifications shall provide that it shall be a condition of award for the successful bidder to provide the listing of subcontractors, if required. The contract shall require the contractor to provide to the County the race, gender and ethnic information as soon as reasonably available and in any event prior to final payment under the contract. Timely submission of a properly completed and signed "Subcontractor/Supplier Listing, ISD Form 7" (a copy of which is included in the specifications) constitutes compliance with the listing requirements of the Ordinance. In order to be deemed properly complete, the word "NONE" must be entered under the appropriate heading of ISD FORM 7 if no subcontractors or suppliers will be used on the contract. Additional information is provided in the Instruction to Bidders and General Terms and Conditions.

The Board of County Commissioners, Miami-Dade County, Florida, reserves the right to reject any or all bids, to waive any informality in any bid or to re-advertise for bids. Bids from any person, firm or Corporation in default on other contracts or agreements with the County may be rejected. Failure by the Bidder to satisfy claims on previous contracts with the County may be cause for rejection of his bid.

Kevin Lynskey, Director
Miami-Dade Water and Sewer Department
Miami-Dade County, Florida

Sponsored by: City Manager

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 4 WITH THE AUDITING FIRM ANTHONY BRUNSON, P.A. FOR EMERGENCY COMPLETION OF AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; PROVIDING FOR CORRECTION OF SCRIVENERS' ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 17, 2016, the City Commission of the City of Opa-Locka, Florida ("City Commission") passed Resolution No. 16-9273 piggybacking the City of Miami Gardens' external auditing agreement with Anthony Brunson, P.A. for the provision of external auditing services; and

WHEREAS, on May 9, 2018 the City Commission passed Resolution No. 18-9490 amending the initial agreement with Anthony Brunson, P. A. to change the fee amount from \$85,000 to \$125,780.00 in order to address additional time expended by the firm; and

WHEREAS, the May 9, 2018 amendment was the 1st Amendment to the piggyback agreement between Anthony Brunson, P. A. and the City of Opa-Locka; and

WHEREAS, on February 27, 2019 the City of Opa-Locka passed Resolution No. 19-9613, which was a 2nd Amendment to said audit services contract with Anthony Brunson, P.A., but was mistakenly classified as a "3rd Amendment", a scriveners' error; and

WHEREAS, Resolution 19-9613 also amended the initial agreement with Anthony Brunson, P.A. to increase the fee to the City by an additional \$12,000.00, to address additional time that was expended in order to complete the fiscal year audit ending 2016; and

WHEREAS, the City Commission desired to correct Resolution No. 19-9613, to reflect that it should be the 2nd Amendment to the Audit Services Agreement and further directed the City Clerk to attach that resolution to Resolution No. 19-9613 to correct the intended record of the City; and

WHEREAS, due to the emergency nature associated with the City needing to complete the audit ending September 30, 2017, and start services no later than July 1, 2019, the City Commission secured Anthony Brunson P.A. given the firm's familiarity with the City's books and records and given the increased expense that would be associated with securing a different firm at that time; and

WHEREAS, the City Commission through Resolution 19-9671 entered into a 3rd Amendment with Anthony Brunson, P.A. to include the Audit Services Agreement under terms that would require a detailed billing statement to substantiate the work performed; required a specified hourly rate that would not exceed \$65,000.00 and allowed for termination by either party with reasonable notice; and

WHEREAS, the City Commission now desires to enter into a 4th Amendment for the completion of the Audit ending 2018, based on the same terms and conditions of the 3rd Amendment with Antony Brunson, P.A. for an amount not to exceed \$65,000.00 on an emergency basis and as set forth in Exhibit "A" hereto.

WHEREAS, execution of the Agreement with Anthony Brunson, P. A. would be in the best interest of the residents of the City of Opa-Locka, FL.

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 the City Manager to Enter Into Agreement for Emergency Completion of Audit for Year Ending September 30, 2018.** The City Commission hereby authorizes the City Manager to execute the 4th Amendment to the Agreement with Anthony Brunson, P.A., in the form attached hereto as Exhibit "A" for Auditing Services.

Section 3. **Effective Date.**

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

Section 4. 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 _____ 2019.

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)



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City of Opa-Locka
Agenda Cover Memo

Department Director:			Department Director Signature:				
City Manager:	John E. Pate		CM Signature:	Bekki Lazonne Financial Consultant signed per request of CM 12/31/19.			
Commission Meeting Date:	01.08.2020		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes X	No	Ordinance Reading: (Enter X in box)	1st Reading X		2nd Reading	
			Public Hearing: (Enter X in box)	Yes X	No	Yes	No
Funding Source: <i>Governmentwide = All Funds</i>	(Enter Fund & Dept) Ex: General, Proprietary and Special Revenue = Government Wide		Advertising Requirement: (Enter X in box)	Yes		No X	
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#: Emergency completion of audit services for fiscal year ended September 30, 2018				
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)			
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A Resolution to execute an agreement to conduct the City of Opa-locka's emergency needs to complete its external audit for the fiscal year ended September 30, 2018 with Anthony Brunson, P.A.

Staff Summary:

On June 1, 2016, the City of Opa-locka's City Commission adopted a resolution to request a declaration that the City is in a state of financial emergency, with Executive Order 16-135, signed by Florida Governor, Rick Scott. As of the date of this request, the City is still under financial emergency and as a result of the emergency nature associated with the City needing to complete the audit ending September 30, 2018, the City desires to secure Anthony Brunson, P.A. given their familiarity with the books and records, past experience, and due to the nature, timing and extent of testing required to conduct the audit, the City desires to utilize the audit firm.

Proposed Action:

Staff recommends the approval.

Attachment:

Agreement

ANTHONY BRUNSON P.A.
FEE EXPLANATION AND AGREEMENT

January __, 2020

Mr. John E. Pate, City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, FL 33054

Dear Sirs:

We are pleased to confirm our understanding of the services we are to provide the **City of Opa-Locka** (the "City") for the years ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule
3. Schedule of Employer Contributions to Pension Plans
4. Schedule of the City's Proportionate Share of Net Pension Liability Florida Retirement System Pension Plan
5. Schedule of City's Contribution Florida Retirement System Pension Plan
6. Schedule of the City's Proportionate Share of Net Pension liability, Health Insurance Subsidy Plan
7. Schedule of City's Contribution- Health Insurance Subsidy Pension Plan
8. Schedule of Funding Progress for Other Post-Employment Benefit Plan

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards and state financial assistance, as applicable.
2. Combining and individual fund statements and schedules.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. The introductory section of the comprehensive annual financial report.
2. The statistical section of the comprehensive annual financial report.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Also, the requirements described in the Department of Financial Services' State Projects Compliance Supplement that are applicable to each of its major state projects.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Audit Objectives- Continued

Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; Section 10.557 Rules of the Auditor General for Local Governmental Entity Audits the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and a determination of state major project(s) in accordance with Chapter 10.550, Rules of the Auditor General and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and members of the City Council of the City of Opa-Locka. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Audit Procedures—General - Continued

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Audit Procedures—Compliance - Continued

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Management Responsibilities - Continued

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon].

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Management Responsibilities - Continued

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Engagement Administration, Fees, and Other -Continued

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statement. With regard to the financial statement published electronically on your internet website, you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of **Anthony Brunson P.A.** (Vendor) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to regulatory agencies or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities or pursuant to Chapter 119, Florida Statutes, Florida's public records law. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of **Anthony Brunson P.A.** personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. We will also make the audit documentation for this engagement available to the City upon request and reasonable notice.

It is our policy to retain engagement documentation for a period of five years after the report release date or for any additional period requested by any regulatory agency. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide us with a receipt for the return of such records. The balance of our engagement file, other than the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan), which we will provide to you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

ANTHONY BRUNSON P.A.

FEE EXPLANATION AND AGREEMENT

Engagement Administration, Fees, and Other -Continued

The City will indemnify **Anthony Brunson P.A.**, its principal and employees and hold them harmless from any claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management. Any such indemnification will be pursuant to the provisions of and within the limitations of Section 768.28, Florida Statute.

Pursuant to the requirements of the City, Anthony Brunson P.A. maintains \$1,000,000 in commercial general liability insurance; \$1,000,000 professional liability coverage, and Workers' Compensation coverage as required by law. Certificates are attached as Exhibit A.

In the event either party claims a breach of any term of this engagement, the dispute first shall be submitted to voluntary mediation. If this is unsuccessful, then the dispute will be brought to binding arbitration conducted under the rules then prevailing of the American Arbitration Association in the City where this agreement is signed, and the judgment or award of the arbitration shall be binding and conclusive upon the parties and may be entered in any court having proper jurisdiction.

The cost of voluntary mediation shall be borne equally by both parties. With respect to binding arbitration, the prevailing party shall recover reasonable attorney's fees and costs.

Anthony Brunson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate that our audit fee for the fiscal year ended September 30, 2018 up to an amount of **\$65,000**, which includes an audit in accordance with the Uniform Guidance and/or the Florida Single Audit Act, if the City of Opa-Locka is required to undergo during any year of this contract. Our hourly rates vary ranging from \$75 to \$325 per hour according to the degree of responsibility involved and the experience level of the personnel assigned to the audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is required because of unexpected circumstances or for changes in the requirements of the Governmental Accounting Standards Board or our professional auditing standards or changes in the funds structure of the City, we will discuss these circumstances with you and arrive at a new fee estimate before we incur the additional costs. We agree to provide detailed statements in sufficient detail that will demonstrate and substantiate the work performed under the terms and conditions of this Agreement.

Our invoices for these fees will be rendered as the work progresses, and are payable on presentation. In accordance with our firm policies, should any invoices remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid. You agree that we are not responsible for the impact on the City of any delay that results from such non-payment by you.

Anthony Brunson P.A. recognizes that all amounts received from the City are income and is solely responsible for declaration of those amounts to the Internal Revenue Service and any other applicable taxing authorities. Anthony Brunson P.A. (and its employees) shall not be eligible to participate in any benefit programs that the City maintains for its employees.

ANTHONY BRUNSON P.A.
FEE EXPLANATION AND AGREEMENT

Engagement Administration, Fees, and Other -Continued

We acknowledge your right to terminate our services at any time for nonperformance, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for charges incurred to the date of termination or resignation.

This letter is effective for the fiscal year ending September 30, 2018. Due to the urgency in connection with obtaining needed audits for the City of Opa-Locka, the City has the right to agree to an additional year extension for the fiscal year ending September 30, 2018 pursuant to the terms and conditions of this Agreement and up to an amount of \$65,000 for the hours rates set forth herein. We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the terms of our engagement. If you have questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,
ANTHONY BRUNSON, P.A.

Anthony Brunson

A/B/kp

REPONSE: This letter correctly sets forth the understanding of the City of Opa-Locka

City Manager

Date

ANTHONY BRUNSON P.A.
FEE EXPLANATION AND AGREEMENT

A. Fee Structure

From time to time, we get inquiries concerning our method of charging fees. This is understandable since each CPA firm handles fees a little differently and some new clients may not have used a CPA before. This letter is our tool for communicating our fee structure to our clients and other interested parties.

B. Basics

All time spent by partners of **Anthony Brunson P.A.** or their staff members on your matters including, but not limited to (a) accounting; (b) review work; (c) conferences; (d) report preparation; (e) research; (f) telephone calls; (g) settlement negotiations; (h) consulting; or (i) tax preparation and research will be billed at the applicable hourly rates and in sufficient detail that will demonstrate and substantiate the work performed under the terms and conditions of this Agreement up to an amount of \$65,000.

Each staff member maintains accurate time records, and clients are billed based on actual time spent on their behalf. Since we sell no products and accept no contingent fees, our time and expertise are our only source of income.

C. Hourly Rates

A standard hourly rate is set for each staff member based on the criteria of experience and ability. If no extenuating circumstances exist, clients are billed using standard hourly rates multiplied by the actual hours worked.

Hourly rates vary substantially among staff members -- currently from a low of \$75 to a high of \$325 per hour. Accordingly, it makes sense to use less experienced staff members to perform routine procedures to achieve the best value for our clients.

D. Out-of-Pocket Expenses

Basic overhead costs are included in the hourly rates. Expenses specifically on behalf of a client are charged to them. Travel, postage, copies, long distance calls, courier services, confirmation related charges etc. is included in this category.

E. Billings

Billings will be made monthly, but less frequent for limited activity, and are payable in full upon request. If the account has not been paid within thirty (30) days from the date of invoice, a finance/interest charge of 1% per month on the unpaid balance could be charged. It is understood that **Anthony Brunson P.A.** has the right to defer rendering further services until payment is received on past-due billings. If action is instituted to collect accountant's fees and cost pursuant to this Agreement, the undersigned client agrees to pay such sums as the court may fix as attorney's fees and costs.

F. Termination

We acknowledge your right to terminate our services at any time with or without cause, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our right to payment for charges incurred to the date of termination or resignation.

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, 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 NECESSARY ACTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 13, 2019 the parties in the case of JOSEPH BARTON AND JAIDEN CONTRERAS VS. CITY OF OPA-LOCKA, attended a Court ordered mediation before Judge Antonio Arzola; and

WHEREAS, neither party admits liability in this matter, however, in an effort to resolve the pending controversy, all parties desire to amicably and expeditiously resolve all claims and avoid continued litigation; and

WHEREAS, the parties desire to enter into a Settlement Agreement with the intended purpose of resolving all claims consistent with the Agreement, attached hereto as Exhibit "A".

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

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

Section 2. Approval of Settlement Agreement.
The City Commission of the City of the City of Opa-Locka hereby approves the settlement agreement between Plaintiffs JOSEPH BARTON AND JAIDEN CONTRERAS, consistent with the Agreement attached hereto as Exhibit "A", and further authorizes the City Manager to take necessary action consistent with this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof and approval by the Governor of the State of Florida or his designee.

PASSED and ADOPTED this ____ day of January 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		

“Exhibit A”

PLANNING & ZONING PUBLIC HEARING

RESOLUTION NO. _____

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 SCRAPMETAL 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.

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

WHEREAS, the applicant has presented a request to continue their operation on the property located at 14569 NW 25th Avenue, Opa-Locka, FL because they were provided licensure without formal site plan review and approval; and

WHEREAS, the City Manager hereby recommends approval with conditions of the operations at 14569 NW 25th Avenue, Opa-Locka, FL, as set forth herein; and

WHEREAS, the City's Land Development Regulations, Section 22-11 regarding Nonconforming Development states: "It is the purpose and intent of this section to provide procedures whereby lawful nonconforming structures and uses may be maintained when not creating a detrimental effect upon other persons or property within the vicinity, and in so doing to bring such uses and structures up to present standards to the maximum possible extent"; and

WHEREAS, Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management has required NFL Recycling Corp., and 25th Ave. Warehouse LLC to comply with the terms of a Consent Agreement which requires City Commission approval or disapproval as to grandfathering of the subject business in the capacity of which it is currently operating to obtain City licensure approval and compliance with Chapter 24-31 of the Miami-Dade County Code; and

WHEREAS, the applicant has provided a site plan DRAFT to address its current operations and the Planning & Community Development Department staff have reviewed this site plan and, through the City Manager, recommends that approval should include certain conditions to be completed on the subject site within twelve (12) months of City Commission approval of the non-conforming use; and

WHEREAS, the City Commission waives review by the Planning & Zoning Board, pursuant to the City Land Development Regulations, Ordinance 15-31, Section 22-32 which provides that the City Commission's authority shall include, but not be limited to, approval, approval with conditions or modifications or denial and hearing appeals from any board or administrative body of the City.

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.

Approval/Denial of Site Plan. The City Commission of the City of Opa-locka hereby approves / denies NFL Recycling's Scrap Metal Yard/Outdoor Recycling operation as a Grandfathered Non-Conforming Use at 14569 NW 25th Avenue, and identified by Folios 08-2122-022-0430, in the I-2 Zoning District.

SECTION 3. Conditions If Approved.

If approved, the following conditions must be completed twelve (12) months from approval of this legislation or shall immediately revert back requiring compliance with all terms and conditions of the City of Opa-Locka's Ordinances, Rules and Land Development Regulations. To the extent that the parties disagree on the interpretation of a meaning set forth herein, the meaning determined by the City of Opa-Locka shall apply:

- The applicant/business owner must submit a Letter of Intent to present how the business will operate on the site.
- An accurate drawing to scale must be provided to confirm site activities and plan.
- Provide the purpose for the buildings and sheds shown on the plan, which currently have no indication as to the proposed use for this operation.
- Provide building heights and square footage of each building/structure.
- Provide Existing easements with the recording information.
- Provide Existing zoning and existing uses on adjacent properties.

- Identify the loading and un-loading areas and provide proposed screening on the plan.
- Provide location and access for dumpster enclosures for waste removal.
- Provide ingress and egress to address ferrous and non-ferrous removal and processing, i.e. compaction, bailing, etc.
- Provide a Tabular for the site plan that addresses what is required and what is provided: for set-backs, parking, and landscaping.
- Indicate how the swale in the middle of the property is shown to be sloped from the unloading area of non-ferrous materials without a mechanism to prevent the collection of potentially contaminated water flows.
- Flood Plans and drainage must be provided.
- Provide irrigation plan.
- Address civil plan for water retention, drainage. (curb and gutter, retention pond).
- Provide Civil drawings which indicate if drainage is existing or proposed.
- Existing storage container must be removed.
- Provide a Traffic Impact Statement.
- Provide the plan to stack the delivery trucks on site so as not to impede neighborhood traffic.
- Installation of a new screening wall or fence.
- Location of Signage on site and on the building façade with applicable permits.
- Implement Site Lighting and visibility easements.
- Comply with Building Color and façade.

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 9A

LANSKY

'THE MOB'S ACCOUNTANT'

Lansky, known as "the Mob's accountant," a description he'd eschew, would come back to Miami Beach to take care of business himself.

The Russian-born Maier Suchow/Lansky was considered by law enforcement "to be a genius of finance with the proceeds of bootlegging and gambling with notorious associates including Lucky Luciano and Bugsy Siegel," the Miami Herald once said.

Lansky said "there's no such thing as organized crime" in 1978.

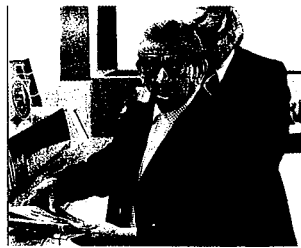
A police officer once described Lansky as "the Andrew Carnegie of the Mob," the Herald reported in 1983. His first arrest came in 1918, when he was about 16, for felonious assault in New York.

He reputedly joined forces with Benjamin (Bugsy) Siegel to form the Bugs and Meyer Mob in 1921, the Herald reported in his obituary. "The gang specialized in hijacking cars and guarding bootleg liquor shipments for other hoodlums during the Prohibition era."

In the 1930s and 1940s, Lansky was linked to illegal gambling casinos in South Florida, New Orleans, Havana and Saratoga, New York.

In 1972, Israeli authorities deported him back to South Florida, where the government brought Lansky to trial with the testimony of loan shark Vincent "Fat Vinnie" Teresa. Lansky was acquitted in 1974.

He'd cop to one thing: "I admit quite frankly that I made a fortune from bootlegging," he said in "Lansky, Mogul of the Mob," a book written by three Israeli journalists to whom



Meyer Lansky at Miami International Airport in February 1978.

he granted limited cooperation, the Herald reported.

LIVING IN MIAMI BEACH

Lansky spent the rest of his life in Miami Beach, living with his second wife, Thelma, at the Imperial House in the 5200 block of Collins Avenue. He had three children from his first wife, Anna, whom he divorced in 1948 to marry Thelma. He reportedly doted on his children — Bernard, Paul and Sandra.

The Miami Herald once described Lansky as "a small, mild-mannered and grandfatherly man who looked like anyone else his age, playing out life's closing years in Miami Beach."

People recall seeing Lansky shopping at the men's clothing stores at Bal Harbour Shops and getting hair cuts at Carousel Barber Shop in Surfside.

The mobster also hung out at the Singapore on Collins Avenue and was often seen dining at the two Wolfe Sandwich Shop delis that were on Lincoln Road and Collins Avenue. They were famed for their overstuffed pastrami sandwiches and super-sized slabs of their "world famous cheesecake."

Lansky died from lung cancer at Mount Sinai

Medical Center in Miami Beach on Jan. 15, 1983. He was 80.

"Lansky outlived all the big hoodlums of his era: Capone, Costello, Luciano, Giancana, Anastasia, Lepke, Joe Adonis, Longie Zwillman. His name is part of our history and our legend. But when the obits ran the other day, there was a sense that the true story was now gone forever," the Herald wrote a week after his death.

LANSKY ON AUCTION

The Fine Autographs and Artifacts auction from RR Auction concludes Jan. 8. Auction spokesman Mike Graff expects the letter to attract interest.

"Gangster memorabilia is one of RR's most popular specialty categories," Graff said. "They are best known for selling the Bonnie and Clyde's guns for more than \$500,000, in 2012."

On Saturday, the Lansky letter had attracted a bid of \$220 so far.

In 2018, a 14-karat gold clip said to belong to Lansky went for \$526 after it was auctioned by Aaron Lombardo, Vincent Lombardo's grandson. For information, visit www.rrauction.com.

FROM PAGE 9A

TREES

starting in the spring.

Miami-Dade residents interested in the free mulch can sign up at: <http://cloud.info.miamidade.gov/christmasree> to be notified once it's available.

• Trees recycled in Broward County will be chipped and used for landscaping throughout the county park system. If you want to recycle your tree this year, here's what you need to know:

MIAMI-DADE COUNTY

1. Drop-off

You can drop off your clean, decoration-free Christmas Tree at the West Miami-Dade Home Chemical Collection Center, 8801 NW 58 St., or at one of the county's 10 Trash and Recycling Centers.

The centers are open seven days a week from 7 a.m. to 5:30 p.m.

• Eureka Drive - 9401 SW 184 St.

• Golden Glades - 140 NW 160 St.

• Moody Drive - 12970 SW 268 St.

• North Dade Landfill - 21500 NW 47 Ave.

• Norwood - 19901 NW Seventh Ave.

• Palm Springs North - 7870 NW 178 St.

• Snapper Creek - 2200 SW 117 Ave.

• South Miami Heights - 20800 SW 117 Ct.

• West Little River - 1830 NW 79 St.

• West Perrine - 16651 SW 107 Ave.

2. Place your tree at the curbside by some

Crews will be collecting trees at the curbside between Jan. 7 and Feb. 1. You can use the map found on Miami-Dade County's website or refer to the schedule below to

determine what zone your home falls under:

• Zone 1

Location: South side of Southwest 152nd Street to Southwest 400th Street in Homestead.

Place tree at the curb by Sunday, Jan. 5.

Pick-up week: Jan. 7-11

• Zone 2

Location: South side of SW 88th Street to north side of SW 152nd Street

Place tree at the curb by Sunday, Jan. 12.

Pick-up week: Jan. 13-18

• Zone 3

Location: South side of NW 25th Street to north side of SW 88th Street

Place tree at the curb by Sunday, Jan. 19.

Pick-up week: Jan. 20-25

• Zone 4

Location: NW 215th Street to the north side of NW 25th Street

Place tree at the curb by Sunday, Jan. 26.

Pick-up week: Jan. 27 - Feb. 1

4. Use one of your available bulky waste pickups

Trees placed at the curbside as part of a scheduled bulky waste pickup will not be recycled into mulch.

Miami-Dade County was not available for comment on what would happen to the trees collected in the scheduled bulky waste pickup.

BROWARD COUNTY

The free Chip-A-Tree program will be available at 13 parks through Jan. 20. Those who visit the park to recycle their clean, decorated-free Christmas tree will not have to pay the regular weekend and holiday gate entrance fee.

Tree collection hours vary by park and residents are asked to call ahead.

Here are the participating parks:

• Brian Piccolo Sports



Recycle your tree for free

Park & Velodrome, 9501

Sheridan St., Cooper City

Phone: 954-357-5150

• C.B. Smith Park, 900

N. Flamingo Road, Pembroke Pines

Phone: 954-357-5170

• Easterlin Park, 1000

NW 88th St., Oakland Park

Phone: 954-357-5190

• Fern Forest Nature

Center, 201 Lyons Road

South, Coconut Creek

Phone: 954-357-5198

• Markham Park &

Target Range, 16001 W.

State Road 84, Sunrise

Phone: 954-357-8868

• Plantation Heritage

Park, 1100 S. Fig Tree

Lane, Plantation

Phone: 954-357-5135

• Rev. Samuel Delevoe

Memorial Park, 2520 NW

Sixth St., Fort Lauderdale

Phone: 954-357-8801

• Snake Warrior's Is-

land Natural Area, 3600

SW 62nd Ave., Miramar

Phone: 954-357-8776

• Tradewinds Park &

Stables, 3600 W. Sample

Road, Coconut Creek

Phone: 954-357-8870

• Tree Tops Park, 3900

SW 100th Ave., Davie

Phone: 954-357-5130

• T.V. (Tapekeegee

Yugnee) Park, 3300 N.

Park Road, Hollywood

Phone: 954-357-8811

• Vista View Park, 4001

SW 142nd Ave., Davie

Phone: 954-357-8898

• West Lake Park, 1200

Sheridan St., Hollywood

Phone: 954-357-5161

Michelle Marchant:

305-376-2708



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, January 8, 2020 at 7:00 p.m. at the Sherbondy Village Auditorium, 215 President Barack Obama (Perez) Avenue, Opa-Locka, Florida to consider the following items:

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF A REQUEST FROM NFI RECYCLING CORP. (C/O NELSON FUENTES LARA) AND 25th AVE. WAREHOUSE LLC (C/O MARIANELA SANDIGO) TO GRANDFATHER, AS A NON-CONFORMING USE, A SCRAPMETAL YARD, SUBJECT TO CERTAIN CITY REQUIRED CONDITIONS FOR THE PROPERTY LOCATED AT 14569 NW 25th AVE. AND IDENTIFIED BY FOLIO 08-2122-002-0430 IN THE 1-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF A REQUEST 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 (first reading/public hearing held on December 11, 2019).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR OF UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on December 11, 2019).

Additional information on the above items may be obtained in the Office of the City Clerk, 780 Fishermen 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)955-8701 (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

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FEEL THE VIBES!

KINGSTON CITY MARATHON

1/2 MARATHON | 10K | 5K

MARCH 15, 2020

COME RUN IN JAMAICA!

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AND CITY TOURS AVAILABLE!

MARCH 13th WELCOME PARTY

MARCH 14th LIFESTYLE & FITNESS EXPO

MARCH 15th RACE DAY | AWARDS CEREMONY

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

RECEIVED
CITY OF OPA-LOCKA
OFFICE OF THE CITY CLERK

2019 DEC 23 PM 3: 31

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John Pate		CM Signature:		
Commission Meeting Date:	12-20-19	Item Type: (Enter X in box)	Resolution	Ordinance	Other
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
				X	
		X	Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#: N/A		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING THE APPROVAL OR DENIAL OF NFL RECYCLING'S SCRAP METAL YARD/OUTDOOR RECYCLING OPERATION AS A GRANDFATHERED NON-CONFORMING USE AT 14569 NW 25TH AVENUE, OPA-LOCKA, FLORIDA, 33054 AND IDENTIFIED BY FOLIO 08-2122-002-0430 IN THE I-2 ZONING DISTRICT. PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Per the site plan that was provided by NFL Recycling, PCD staff recommend the issue of grandfathering the Scrap Metal Yard/Outdoor Recycling should be placed on the next Opa-locka City Commission agenda for their consideration. If considered for approval, per PCD Staff

reviewed the Site Plan Draft submitted by NFL Recycling, the following conditions are recommended:

- The applicant/business owner must submit a Letter of Intent to present how the business will operate on the site.
- Provide an accurate drawing scale must be provided to confirm site activities.
- Provide the purpose for the buildings and sheds shown on the plan which have no indication as to the proposed use for this operation.
- Provide building heights and square footage of each building/structure.
- Provide Existing easements with the recording information.
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- Provide a Tabular for the site plan that addresses what is required and what is provided: for set-backs, parking, landscaping.
- Indicate how the Swale in the middle of the property is shown to be sloped from the unloading area of non-ferrous materials without a mechanism to prevent the collection of potentially contaminated water flows.
- Flood Plans and drainage must be provided.
- Provide irrigation plan
- Address civil plan for water retention, drainage. (curb and gutter, retention pond)
- Provide Civil drawings which indicate if drainage is existing or proposed.
- Existing storage container must be removed.
- Provide a Traffic Impact Statement
- Provide the plan to stack the delivery trucks on site so as not to impede neighborhood traffic.
- Installation of a new screening wall or fence
- Location of Signage on site and on the building facade.
- Site Lighting and visibility easements.
- Building Color and façade.

These are the comments/conditions based on the engineering plans provided if grandfathership is being considered.

BACKGROUND

The site plan for NFL Recycling was forwarded to PCD office on November 21st 2019 for review. The property under its current use was cited by Code Enforcement. The business owners are looking to upgrade their site to comply with the I-2 zoning designation, however the use of a scrap metal recycling operation is not permitted within this zoning district. NFL Recycling has been operating under a license issued by the city since 2016, the licensure they have does not reflect the type of work being done by the company has been working under said license.

In September 2013, the business owners, Nelson Lara, applied for an occupational license to "storage and warehousing of electric motors, to cut up and sold." Staff determine this use as a scrap metal operation and the application was denied. The site appears to have had a variety of uses since 2005, from storage of containers, dumpsters, pallets, and heavy vehicles. In 2016, the

outside scrap metal operation appears to begin per the aerials provided by Miami-Dade Office of the Property Appraiser.

The type of open air/outside recycling operation they are conducting is allow in the I-4 Liberal Industrial Storage and Salvage zoning district. The I-4 zoning district is located in an area of the City bounded by NW 32 Avenue to the east, CSX ROW to the west and south of NW 135th Street to the City Limits along NW 127th Street. In order for this scrap metal recycling operation to be considered for grandfathership to the type of recycling allowed in the I-2 Industrial zoning District, the recycling should occur inside a wholly included building or structure.

Proposed Action:

Staff has recommended approval of this legislation.

Attachment:

Staff Memo-Recommendation
NFL Recycling Site Aerials
Consent Agreement – Miami Dade County DERM



Memorandum

TO: John E. Pate, City Manager

FROM: Gregory Gay, PCD Director
Gerald Lee, Zoning Official/Planner
Corion DeLaine, City Planner

DATE: December 20th, 2019

RE: NFL Recycling – Site Plan Review for Grandfathership of Use

Per the site plan that was provided by NFL Recycling, PCD staff recommend the issue of grandfathering the Scrap Metal Yard/Outdoor Recycling should be placed on the next Opa-locka City Commission agenda for their consideration. If considered for approval, per PCD Staff reviewed the Site Plan Draft submitted by NFL Recycling, the following conditions are recommended.

- The applicant/business owner must submit a Letter of Intent to present how the business will operate on the site.
- Provide an accurate drawing scale must be provided to confirm site activities.
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Background

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If you have any questions or concerns, please advise.

END OF MEMORANDUM



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2005 Folio: 08-2122-002-0430 Address: 14569 NW 25 AVE



2005 Aerial Photography 60ft



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2010 Folio: 08-2122-002-0430 Address: 14569 NW 25 AVE

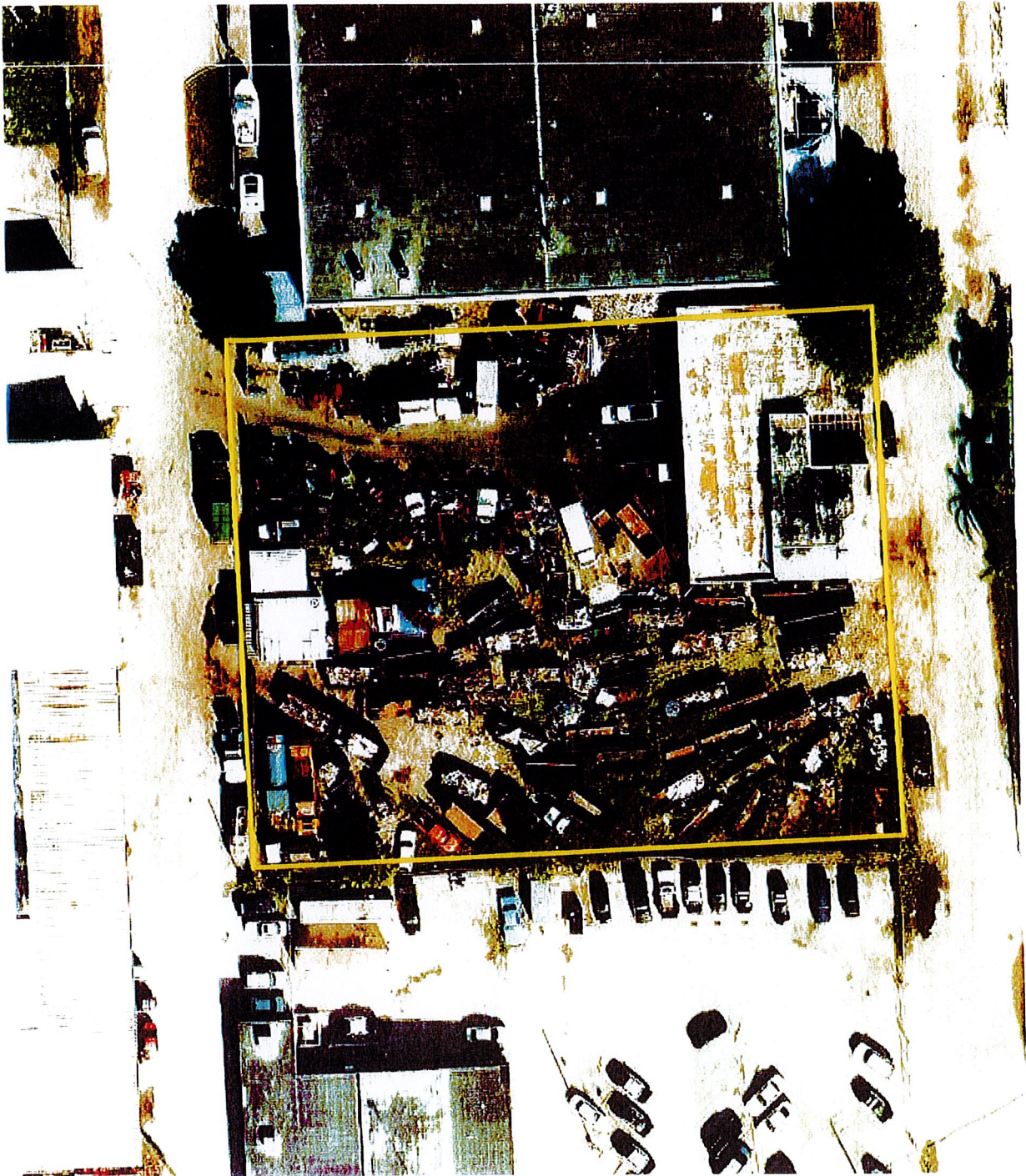


2010 Aerial Photography 60ft



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2013 Folio: 08-2122-002-0430 Address: 14569 NW 25 AVE

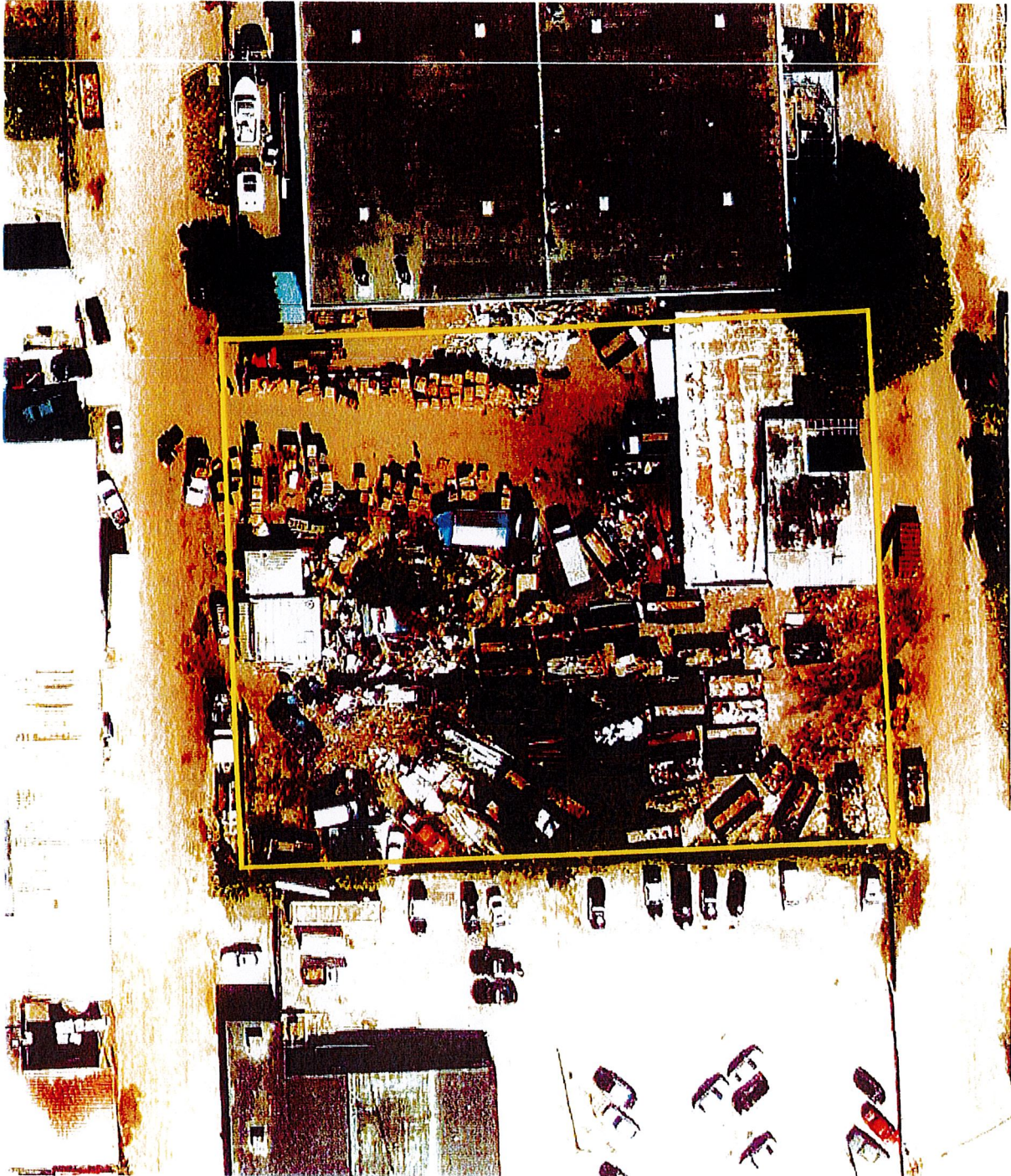


2013 Aerial Photography 60ft



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2014 Folio: 08-2122-002-0430 Address: 14569 NW 25 AVE

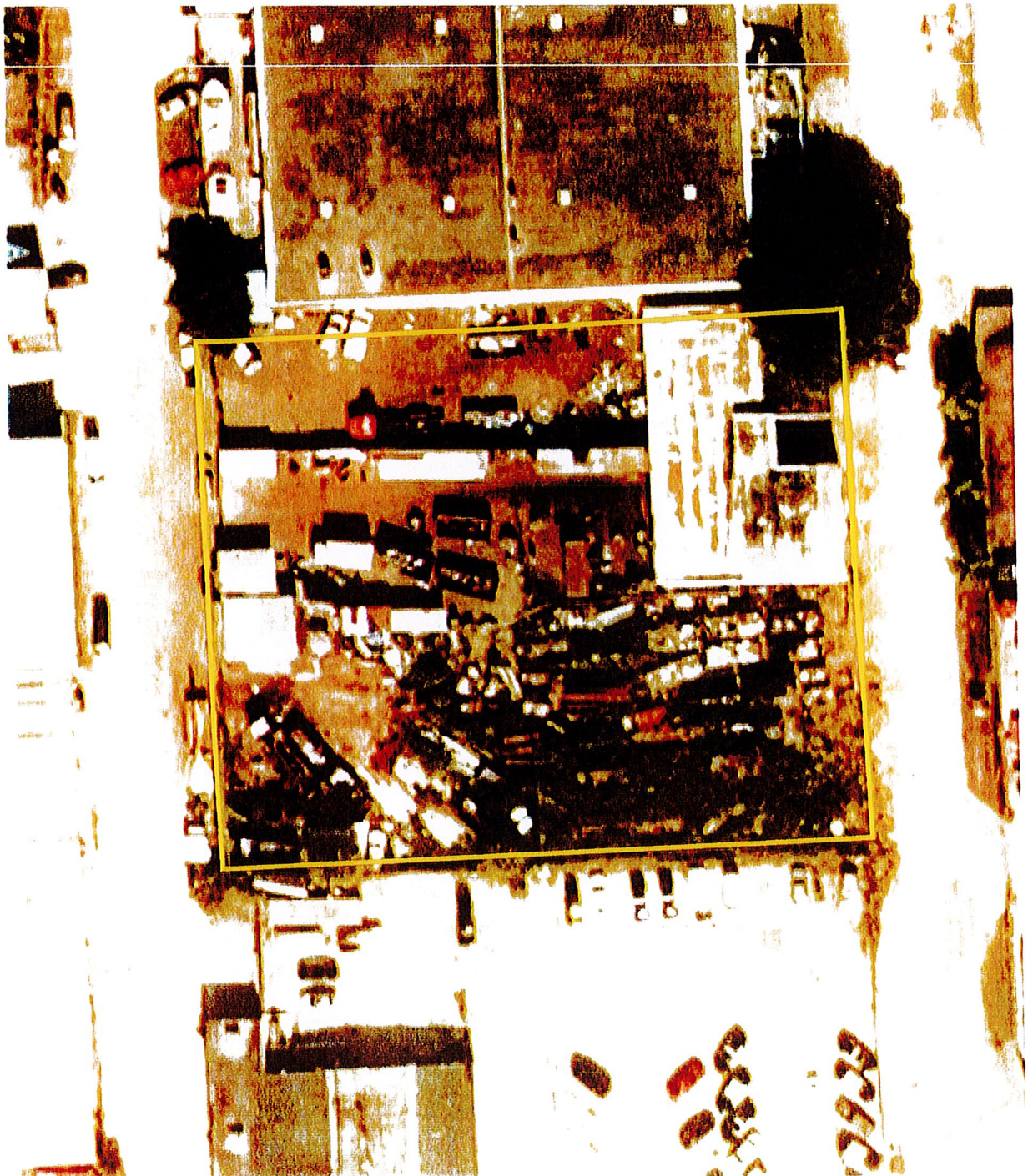


2014 Aerial Photography 60ft



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2015 **Folio:** 08-2122-002-0430 **Address:** 14569 NW 25 AVE

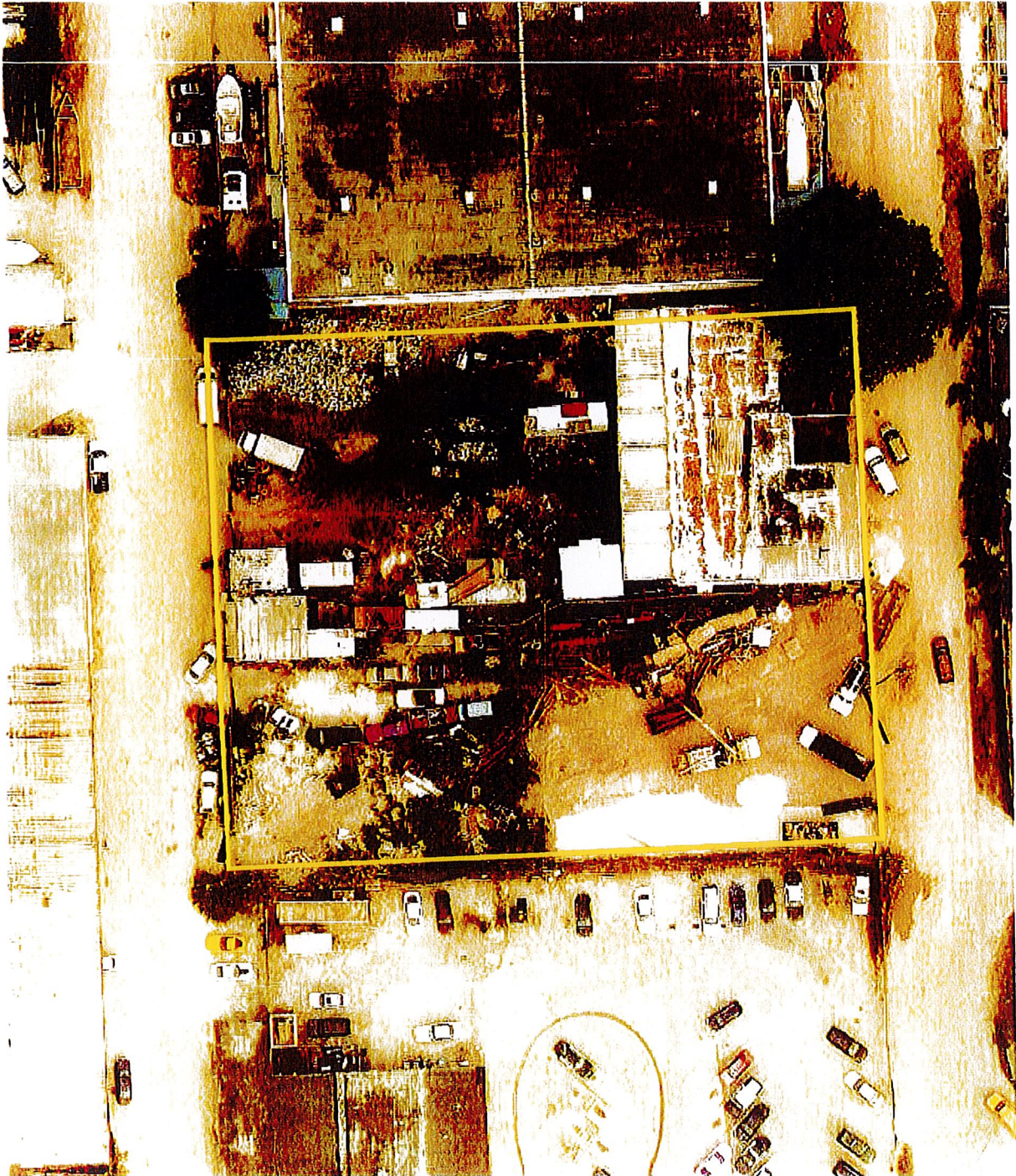


2015 Aerial Photography 60ft



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2016 Folio: 08-2122-002-0430 Address: 14569 NW 25 AVE



2016 Aerial Photography 60ft



OFFICE OF THE PROPERTY APPRAISER

Aerial Year: 2018 Folio: 08-2122-002-0430 Address: 14569 NW 25 AVE



2018 Aerial Photography 60ft

**MIAMI-DADE COUNTY DEPARTMENT OF
REGULATORY AND ECONOMIC RESOURCES
DIVISION OF ENVIRONMENTAL RESOURCES
MANAGEMENT**

COMPLAINANT

vs.

**NFL Recycling Corp.
c/o Nelson Fuentes Lara, President**

**25th Ave. Warehouse LLC, Property Owner
Marianela Sandigo, Manager**

RESPONDENTS

**CONSENT
AGREEMENT**

This Agreement, entered into by and between MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, DIVISION OF ENVIRONMENTAL RESOURCES MANAGEMENT (hereinafter referred to as "DERM"), and NFL Recycling Corp, c/o Nelson Fuentes Lara, President and 25th Ave. Warehouse LLC, c/o Marianela Sandigo (hereinafter referred to as the RESPONDENTS), pursuant to Section 24-7(15), of Chapter 24 of the Code of Miami-Dade County, shall serve to redress violations of Chapter 24 and Chapters 62-701 of the Florida Administrative Code at the site located at, near or in the vicinity of 14569 NW 25 Avenue, Opa-Locka, Florida, Miami-Dade County, identified by Folio No. 08-2122-002-0430.

DERM finds and RESPONDENTS admits the following:

FINDINGS OF FACT

1. DERM is an agency of Miami-Dade County, a political subdivision of the State of Florida which is empowered to control and prohibit pollution and protect the environment within Miami-Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Miami-Dade County Home Rule Charter and Section 403.182 of the Florida Statutes.

2. DERM's investigations have revealed that the subject facility operated as a metal recycler without the required Miami-Dade County Resource Recovery and Management Facility Operating Permit (SW) from the 2017 permit year through 2019 permit year, in violation of Section 24-18 of the Code of Miami-Dade County. The SW Operating permit year runs from January 1st through December 31th.
3. The RESPONDENTS hereby consent to the terms of this Agreement without either admitting or denying the allegations made by DERM in the Field Notices of Violation – Notice of Permit Requirement issued on February 15, 2017 and in Uniform Civil Violation Notice (UCVN) No. B202090 issued on August 8, 2017 in conjunction with this cause.
4. The RESPONDENTS paid the Civil Penalty of two hundred and fifty dollars (\$250.00) and the Surcharge of ten dollars (\$10.00) set forth in the UCVN on October 16, 2017. However, the violation was not corrected within the timeframes set forth within the UCVN and penalties accumulated to the amount of five thousand dollars (\$5,000.00).
5. RESPONDENTS hereby consent to this Agreement without either admitting or denying the allegations made by DERM in the August 8, 2017 UCVN issued in conjunction with this cause.
6. The Property Owner, 25th Ave. Warehouse LLC, c/o Marianela Sandigo, have requested to be party to the subject agreement via e-mail received by DERM on April 15, 2019 and as listed RESPONDENT, agree to assume joint responsibility as a liable party to this Agreement pursuant to the provisions of Chapter 24-31 of the Miami-Dade County Code.
7. In an effort to expeditiously resolve this matter and to ensure compliance with Chapter 24 of the Code of Miami-Dade County, and to avoid time consuming and costly litigation, the parties hereto agree to the following, and it is ORDERED:

COMPLIANCE OPERATING REQUIREMENTS

8. The RESPONDENTS shall within ninety (90) days of the effective date of this Agreement submit proof to DERM regarding the City of Opa-Locka Commission's decision (i.e. approval or disapproval) as to "grandfather-in" of the subject business in the capacity that it is currently operating.
9. Within thirty (30) days of any approval(s) obtained pursuant to paragraph 7 above, RESPONDENTS shall resume the SW permit application process initiated on September 26, 2017 to DERM for the subject Resource Recovery and Management Facility.
10. The RESPONDENTS shall complete the permit application process and obtain the required SW Operating Permit within twelve (12) months from the effective date of this Agreement.
11. If the RESPONDENTS receive a disapproval pursuant to paragraph 7 above, the RESPONDENTS shall cease and desist all operations requiring DERM operating permits within thirty (30) of the City Commission's decision. The RESPONDENTS shall remit receipts for the proper disposal of all solid waste materials stored onsite to DERM within seven (7) days of subject ceased operations and therefore unable to obtain .
12. If the RESPONDENTS is unable to obtain DERM Approval for the municipal occupational license or obtain all DERM Required operating permits pursuant to paragraph 9 above, all operations requiring DERM operating permits and approvals on the property shall cease within twelve (12) months from the effective date of this Agreement. The RESPONDENTS shall remit receipts for the proper disposal of all solid waste materials stored onsite to DERM within seven (7) days of subject ceased operations.
13. The RESPONDENTS shall maintain the subject site, during the pendency of this Agreement, in a manner, which shall not pose a hazard or threat to the public at large, or the environment, as set forth in Chapter 24, of the Code of Miami-Dade County.

14. The RESPONDENTS agree to operate the facility pursuant to the conditions listed on Attachment 1 until the requirements of this Agreement are met and a valid SW Permit is obtained.

SETTLEMENT COSTS

15. The RESPONDENTS hereby certify that they have the financial ability to comply with the terms and conditions set forth herein and to comply with the payments specified in this Agreement.

16. The RESPONDENTS agree to pay DERM the following:

- a. SW Permit fees for the 2017 through 2019 permit years. These fees total twelve thousand and nine hundred dollars (\$12,900.00).
 - i. Permit Year 2017 of \$4,000.00
 - ii. Permit Year 2018 of \$4,000.00
 - iii. Permit Year 2019 of \$4,000.00
 - iv. Surcharge (7.5%) of \$300.00 per permit year
- b. Administrative costs for the administration and follow-up for the Consent Agreement of one hundred and fifty dollars (\$150.00) which shall be sent to DERM along with the signed and notarized Consent Agreement(s) for execution.
- c. DERM has determined that a settlement of seven hundred and fifty dollars (\$750.00) is appropriate. This represents a reduction of the accrued penalty as stated in Paragraph 4.

Items a, b and c above, totaling thirteen thousand and eight hundred dollars (\$13,800.00), shall be paid over six (6) consecutive monthly installments. These monthly installments shall be paid in the amount equaling two thousand and three hundred dollars (\$2,300.00). The monthly installments shall be paid on or before the 1st day of the month with the first installment due on or before May 1, 2019.

Payments shall be in the form of certified check or money, made payable to Miami-Dade County. The RESPONDENTS shall include the case information (NFL recycling Corp – SW-1776) on the check to insure proper credit and delivered to:

Department of Regulatory and Economic Resources
Division of Environmental Resources Management
c/o Lynn Westall, Code Enforcement Officer 1
701 NW 1 Court - 6th floor, Miami, Florida 33136

Payments can also be made by phone with Credit Card, by calling the Code Enforcement Section at 305-372-6902.

VIOLATION OF REQUIREMENTS

17. This Agreement constitutes a lawful order of the Director of the Department of Regulatory and Economic Resources, Division of Environmental Resources Management and is enforceable in a civil or criminal court of competent jurisdiction. Violation of any requirement of this Agreement may result in enforcement action by DERM. Each violation of any of the terms and conditions of this Agreement by the RESPONDENTS shall constitute a separate offense.
18. In the event the RESPONDENTS fails to comply with or complete those items listed in paragraphs 8, 9, 10, 11, 12 and 16 herein, the RESPONDENTS shall be subject to balance of the full accrued penalty of five thousand dollars (\$5,000.00) for UCVN B202090 and may be subject to further enforcement action in a civil or criminal court of competent jurisdiction for such failure pursuant to the provisions set forth in Chapter 24, of the Code of Miami-Dade County

GENERAL PROVISIONS

19. The RESPONDENTS shall allow authorized representatives of DERM access to the property at reasonable times for purposes of determining compliance with this Consent Agreement and the rules and regulations set forth in Chapter 24, of the Code of Miami-Dade County.

20. DERM expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violations of applicable statutes or the rules promulgated hereunder.
21. Entry of this Consent Agreement does not relieve the RESPONDENTS of the responsibility to comply with applicable federal, state or local laws, regulations and ordinances.
22. This Agreement shall neither be evidence of a prior violation of this Chapter nor shall it be deemed to impose any limitation upon any investigation or action by DERM in the enforcement of Chapter 24, of the Code of Miami-Dade County.
23. Where timetables or conditions cannot be met by the RESPONDENTS, due to circumstances beyond the RESPONDENTS control, the RESPONDENTS shall provide written documentation to DERM which shall substantiate that the cause(s) for delay or non-compliance was not reasonably in the control of the RESPONDENTS. A determination of the reasonableness of the delay shall be made by DERM for the purpose of extending timeframes if applicable or review for any continued enforcement action.
24. In consideration of the complete and timely performance by the RESPONDENTS of the obligations contained in this Agreement, DERM waives its rights to seek judicial imposition of damages or criminal or civil penalties for the matters alleged in this Agreement.
25. This Agreement shall become effective upon the date of execution by the Director, of DERM or the Director's designee.

Signatures on Following Page

Date

Nelson Fuentes Lara, President
NFL Recycling Corp

Date

Marianela Sandigo, Manager
25th Ave. Warehouse LLC

Before me, the undersigned authority, personally appeared _____,
who after being duly sworn, deposes and says that he has read and agreed to the
foregoing.

Subscribed and sworn to before me this _____ day of _____, 2019,

by _____
(name of affiant)

Personally Known ____ or Produced Identification ____
(Check One)

Type of Identification Produced: _____

Notary Public

DO NOT WRITE BELOW THIS LINE - GOVERNMENT USE ONLY

Date

Lee N. Hefty, Director
Division of Environmental Resources
Management

Witness

Witness

ATTACHMENT 1 – OPERATING CONDITIONS

NFL Recycling Corp

This facility is a metal recycler facility served by sanitary sewer.

Specific Conditions

1. The metal recycling facility shall be operated in strict accordance with Chapter 24-47, MDCEPO, "Regulations for the operations of metal recycling facilities." Especially the following items:
 - a. All shredder residue or prepared ferrous scrap which is placed on site shall be maintained on an impervious area, and
 - b. all prepared ferrous scrap shall be maintained in an area which either:
 - i. Is covered by a roof, or functional equivalent, sufficient to prevent stormwater from coming in contact with the shredder residue or prepared ferrous scrap, or
 - ii. Contains a stormwater management system approved by the Director or the Director's designee to contain, properly treat, handle, and dispose of any stormwater coming in contact with the shredder residue or prepared ferrous scrap.
2. 24-hour access control shall be maintained along the perimeter by means of a physical barrier (i.e., berm, wall, fence, etc.) and at the entrance(s) (i.e., locked gate, guard, etc.).
3. A representative of the operator, knowledgeable in the operating conditions, shall be on site whenever material is received, handled, or removed.
4. Stormwater drainage systems designed to carry stormwater shall be maintained free of solid waste, metal, and leachate at all times
5. The recycling facility shall be limited to accepting a maximum of 10 tons per day of ferrous and non-ferrous scrap metals

6. The tipping, processing, and storage of incoming materials shall be performed on an impervious concrete surface. The integrity of the concrete surface shall be maintained at all times against operational wear and tear (e.g., for major cracks, damages, etc.) and shall be repaired immediately to prevent any deterioration.
7. Unacceptables (e.g., wood, furniture, tires, etc.) and prohibited materials (e.g., garbage, hazardous wastes, etc.) inadvertently accepted shall be temporarily stored in containers to prevent spillages and potential storm water, ground, and/or groundwater contamination. Storage time shall be as follows: forty-eight hours (48) hours for Class I waste and hazardous materials, and thirty (30) days for all others. Materials shall be disposed of at an approved and permitted site and shall be managed in accordance with the provisions of Chapter 62-730, F AC.
8. All above ground tanks and storage areas for hazardous materials must have secondary containment. Design and construction of the secondary containment must have departmental approval.
9. A licensed hazardous waste handler shall be contacted to inspect segregated potential hazardous waste. If determined to be hazardous, arrangements shall be made to transport said waste via a licensed hazardous waste transporter to an approved hazardous waste disposal site. Any hazardous waste which is received by the facility shall be managed in accordance with the provisions of Chapter 62-730, FAC.
10. Engine dismantling must take place indoors. All wastes from facility operations shall be handled, stored, transported and/or disposed of in compliance with County, State, and Federal regulations, and guidance documents.
11. Receipts from all industrial waste and/or wastewater disposal must be maintained at the business and be available for inspection by RER personnel. Receipts shall contain clear information as to the name of the hauler, type of material transported, and quantity of material picked up. Records shall be kept for a period of three (3) years.

12. Dust suppression; odor and litter control; and other measures shall be implemented, as applicable, to prevent nuisance conditions as defined in Chapter 24, MDCEPO.
13. A determined nuisance, as defined in Chapter 24, MDCEPO, public health threat condition, or abnormal occurrence (i.e., fires, explosions, spills) may result in orders for immediate corrective action in accordance with Section 24-7(15)(a) of the MDCEPO, possible modification to the operation, revocation of this operating Consent Agreement and/or closure of the facility. Any abnormal occurrences shall be reported to RER within 24 hours, and records shall be kept pursuant to Section 24-20, MDCEPO.

Prohibitions:

14. Open burning is not permitted at this site in accordance with Section 24-41.5 of the MDCEPO.
15. Waste streams other than those specifically authorized by this agreement including, but not limited to, Class I and Class III wastes as defined in Chapter 62-701, F.A.C., shall not be accepted at the facility.
16. Shredding of scrap metal is not allowed at this facility.
17. No repairs may take place on site, and any spills must be cleaned up immediately. Spill kits must be maintained on site and readily accessible at all times to facilitate clean up should a spill occur. Fueling on site must occur on an impervious surface.
18. No violations of the Miami-Dade County Water Quality Standards or Cleanup Target Levels (CTLs) as provided in Chapter 24-44, MDCEPO, shall occur as a result of the facility operations. Violations of said standards or CTLs may result in orders for immediate corrective action, possible modification to the operation, revocation of this Consent Agreement and/or closure of the facility.

Reporting/Monitoring Requirements:

19. A Monthly Operating Report (MOR) shall be submitted to the Environmental Evaluations Delegated Programs of the Pollution Regulation Division (PRD) of RER with the types and quantities of waste received and removed off-site and an electronic record from the facility weigh scale along with supporting disposal receipts. Said MOR shall be submitted by the 15th of the following month on the form provided by RER and hereby attached to this consent agreement.

These reports shall be submitted to the following address:

Attn: Danielle Jimenez
Environmental Evaluations Delegated Programs Section
Pollution Regulation Division
Department of Regulatory and Economic Resources
701 NW 1st Court, 7th Floor
Miami, Florida 33136

20. The Groundwater Monitoring Reports shall be submitted to the Environmental Monitoring and Restoration Division in accordance with the most recent RER approved groundwater monitoring plan. Sampling and reporting requirements may be modified by RER as needed. Semi-Annual reports shall be submitted on or before January 31 and July 31 of each year and shall include the following:
- a. The facility name and identification number, sample collection dates, and analysis dates;
 - b. All analytical results, including all peaks even if below applicable Cleanup Target Levels;
 - c. Identification number and designation of all ground water monitoring points;
 - d. Applicable water quality standards;
 - e. Quality assurance, quality control notations;
 - f. Method detection limits;
 - g. Water levels recorded prior to evaluating wells or sample collection. Elevation reference shall include the top of the well casing and land surface at each well site at a precision of plus or minus 0.01 foot (using a consistent nationally recognized datum);
 - h. An updated ground water table contour map signed and sealed by a Professional Geologist or Professional Engineer with experience in hydrogeologic investigations, with contours at no greater than one-foot

intervals unless site-specific conditions dictate otherwise, which indicates ground water elevations and flow direction;

- i. Original laboratory reports which include all information required in Chapter 62-160.340, FAC;
- j. Copies of the completed chain of custody records;
- k. Copies of the completed water sampling log forms;
- l. A summary of any water quality standards or criteria that are exceeded.

These reports shall be submitted to the following address:

Attn: Wilbur Mayorga, P.E.,
Chief Environmental Monitoring and Restoration Division
Department of Regulatory and Economic Resources
701 NW 1st Court, 4th Floor
Miami, Florida 33136

- 21. RER shall be contacted, in writing, three (3) working days in advance of all sampling events. All sampling event notifications shall be sent to the Environmental Monitoring and Restoration Division via fax at (305) 372-6982 or via e-mail: DERMPCD@miamidade.gov.
- 22. RER has the option to split any samples deemed necessary with the consultant or laboratory at the subject site. Sampling and analyses shall be performed in accordance with the Standard Operating Procedures referenced in Chapter 62-160, Florida Administrative Code (FAC). The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements. If the data submitted exhibits a substantial variance from the RER split sample analysis, a complete resampling using two independent certified laboratories will be required.
- 23. Any significant changes in facility operations or procedures shall be reported to RER in writing within thirty (30) days of the change.
- 24. All reports and other submittals required to comply with this Consent Agreement shall be signed, and certified, if required, by an appropriate and authorized entity (e.g., registered Professional Engineer, Professional Geologist, Professional Surveyor and Mapper, permittee or authorized legal representative, etc.

These reports shall be submitted to the following address:

Attn: Bernardo Bieler, P.E., Chief
Pollution Regulation Division
Department of Regulatory and Economic Resources
701 NW 1st Court, 7th Floor
Miami, Florida 33136

**FIRST READING
ORDINANCE / PUBLIC
HEARING**

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) _____

SECOND READING ORDINANCES / PUBLIC HEARINGS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APROVAL OR DENIAL OF A REQUEST 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.

WHEREAS, pursuant to Article I and Article 2 of the City of Opa-locka Code of Ordinances ("Code"), the City Commission has the power to adopt and modify the official map of the City of Opa-locka ("City"); and

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 & Zoning Board on October 8th, 2019 pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the Planning & Zoning Board after reviewing the presentation and having additional discussion motioned and seconded this request to rezone the parcel at the October 8th, 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 & Zoning Board shall be placed on the next available regular City Commission meeting agenda in compliance with notice requirements; and

WHEREAS, the applicant is requesting that the property identified by folio #08-2128-004-0022 be rezoned from B2 to a B3 zoning designation; and

WHEREAS, the property identified by folio number Folio #08-2128-004-0031 and address 12940 NW 27th Avenue is currently in the B3 zoning district and said zoning designation will remain the same.

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 Ordinance by reference.

SECTION 2. Approval Of Rezoning.

The request to Rezone this property from B-2 to B-3, as legally described herein, is hereby approved.

SECTION 3. Conflict and Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. Severability.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. Scrivener's Errors.

Sections of this Ordinance may be re-numbered 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 6. Liberal Construction.

The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it was adopted.

SECTION 7. Effective Date.

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

PASSED AND ADOPTED this _____ day of _____, 2019.

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 9A

LANSKY

'THE MOB'S ACCOUNTANT'

Lansky, known as "the Mob's accountant," a description he'd eschew, would come back to Miami Beach to take care of business himself.

The Russian-born Maier Suchowjansky was considered by law enforcement "to be a genius of finance with the proceeds of bootlegging and gambling with notorious associates including Lucky Luciano and Bugsy Siegel," the Miami Herald once said.

Lansky said "there's no such thing as organized crime" in 1978.

A police officer once described Lansky as "the Andrew Carnegie of the Mob," the Herald reported in 1983. His first arrest came in 1918, when he was about 16, for felonious assault in New York.

He reportedly joined forces with Benjamin (Bugsy) Siegel to form the Bugs and Meyer Mob in 1921, the Herald reported in his obituary. "The gang specialized in hijacking cars and guarding bootleg liquor shipments for other hoodlums during the Prohibition era."

In the 1930s and 1940s, Lansky was linked to illegal gambling casinos in South Florida, New Orleans, Havana and Saratoga, New York.

In 1972, Israeli authorities deported him back to South Florida, where the government brought Lansky to trial with the testimony of loan shark Vincent "Fat Vinnie" Teresa. Lansky was acquitted in 1974.

He'd cop to one thing: "I admit quite frankly that I made a fortune from bootlegging," he said in "Lansky, Mogul of the Mob," a book written by three Israeli journalists to whom



Meyer Lansky at Miami International Airport in February 1978.

he granted limited cooperation, the Herald reported.

LIVING IN MIAMI BEACH

Lansky spent the rest of his life in Miami Beach, living with his second wife, Thelma, at the Imperial House in the 5200 block of Collins Avenue. He had three children from his first wife, Anna, whom he divorced in 1948 to marry Thelma. He reportedly doted on his children — Bernard, Paul and Sandra. The Miami Herald once described Lansky as "a small, mild-mannered and grandfatherly man who looked like anyone else his age, playing out life's closing years in Miami Beach."

People recall seeing Lansky shopping at the men's clothing stores at Bal Harbour Shops and getting hair cuts at Carousel Barber Shop in Surfside.

The mobster also hung out at the Singapore on Collins Avenue and was often seen dining at the two Wolfe Sandwich Shop delis that were on Lincoln Road and Collins Avenue. They were famed for their overstuffed pastrami sandwiches and super-sized slabs of their "world famous cheesecake."

Lansky died from lung cancer at Mount Sinai

Medical Center in Miami Beach on Jan. 15, 1983. He was 80.

"Lansky outlived all the big hoodlums of his era: Capone, Costello, Luciano, Glanciano, Anastasia, Lepke, Joe Adonis, Longie Zwillman. His name is part of our history and our legend. But when the obits ran the other day, there was a sense that the true story was now gone forever," the Herald wrote a week after his death.

LANSKY ON AUCTION

The Fine Autographs and Artifacts auction from RR Auction concludes Jan. 8.

Auction spokesman Mike Graff expects the letter to attract interest. "Gangster memorabilia is one of RR's most popular specialty categories," Graff said. "They are best known for selling the Bonnie and Clyde's guns for more than \$500,000, in 2012."

On Saturday, the Lansky letter had attracted a bid of \$220 so far.

In 2018, a 14-karat gold tie clip said to belong to Lansky went for \$526 after it was auctioned by Aaron Lombardo, Vincent Lombardo's grandson. For information, visit www.rrauction.com.

FROM PAGE 9A

TREES

starting in the spring.

Miami-Dade residents interested in the free mulch can sign up at <http://cloud.info.miamidade.gov/christmasmulch> to be notified once it's available.

• Trees recycled in Broward County will be chipped and used for landscaping throughout the county park system.

If you want to recycle your tree this year, here's what you need to know:

MIAMI-DADE COUNTY

1. Drop-off

You can drop off your clean, decoration-free Christmas Tree at the West Miami-Dade Home Chemical Collection Center, 8801 NW 58 St., or at one of the county's 10 Trash and Recycling Centers.

The centers are open seven days a week from 7 a.m. to 5:30 p.m.

• Eureka Drive - 9401 SW 184 St.

• Golden Glades - 140 NW 160 St.

• Moody Drive - 12970 SW 268 St.

• North Dade Landfill - 21500 NW 47 Ave.

• Norwood - 19901 NW Seventh Ave.

• Palm Springs North - 7870 NW 178 St.

• Snapper Creek - 2200 SW 117 Ave.

• South Miami Heights - 20800 SW 117 Ct.

• West Little River - 1830 NW 79 St.

• West Perrine - 16651 SW 107 Ave.

2. Place your tree at the curbside by zone

Crews will be collecting trees at the curbside between Jan. 7 and Feb. 1.

You can use the map found on Miami-Dade County's website or refer to the schedule below to

determine what zone your home falls under:

• Zone 1

Location: South side of Southwest 152nd Street to Southwest 400th Street in Homestead

Place tree at the curb by Sunday, Jan. 5

Pick-up week: Jan. 7-11

• Zone 2

Location: South side of SW 88th Street to north side of SW 152nd Street

Place tree at the curb by Sunday, Jan. 12

Pick-up week: Jan. 13-18

• Zone 3

Location: South side of NW 25th Street to north side of SW 88th Street

Place tree at the curb by Sunday, Jan. 19

Pick-up week: Jan. 20-25

• Zone 4

Location: NW 215th Street to the north side of NW 25th Street

Place tree at the curb by Sunday, Jan. 26

Pick-up week: Jan. 27 - Feb. 1

4. Use one of your available bulky waste pickups

Trees placed at the curbside as part of a scheduled bulk waste pickup will not be recycled into mulch.

Miami-Dade County was not available for comment on what would happen to the trees collected in the scheduled bulk waste pickup.

BROWARD COUNTY

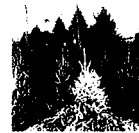
The free Chip-A-Tree program will be available at 13 parks through Jan. 20.

Those who visit the park to recycle their clean, decorated-free Christmas tree will not have to pay the regular weekend and holiday gate entrance fee.

Tree collection hours vary by park and residents are asked to call ahead.

Here are the participating parks:

• Brian Piccolo Sports



Recycle your tree for free

Park & Velodrome, 9501 Sheridan St., Cooper City

Phone: 954-357-5150

• C.B. Smith Park, 900 N. Flamingo Road, Pembroke Pines

Phone: 954-357-5170

• Easterlin Park, 1000 NW 38th St., Oakland Park

Phone: 954-357-5190

• Fern Forest Nature Center, 201 Lyons Road South, Coconut Creek

Phone: 954-357-5198

• Markham Park & Target Range, 16001 W. State Road 84, Sunrise

Phone: 954-357-8868

• Plantation Heritage Park, 1100 S. Fig Tree Lane, Plantation

Phone: 954-357-5135

• Rev. Samuel Delevoe Memorial Park, 2520 NW Sixth St., Fort Lauderdale

Phone: 954-357-8801

• Snake Warrior's Island Natural Area, 3600 SW 62nd Ave., Miramar

Phone: 954-357-8776

• Tradewinds Park & Stables, 3600 W. Sample Road, Coconut Creek

Phone: 954-357-8870

• Tree Tops Park, 3900 SW 100th Ave., Davie

Phone: 954-357-5130

• T.V. (Tapekeegee Yuguee) Park, 3300 N. Park Road, Hollywood

Phone: 954-357-8811

• Vista View Park, 4001 SW 142nd Ave., Davie

Phone: 954-357-8898

• West Lake Park, 1200 Sheridan St., Hollywood

Phone: 954-357-5161

Michelle Marchante: 305-376-2708



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, January 8, 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:

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF A REQUEST FROM NEL RECYCLING CORP. (C/O NELSON FUENTES LARA) AND 25th AVE. WAREHOUSE LLC (C/O MARIANELA SANDIGO) TO GRANDFATHER, AS A NON-CONFORMING USE, A SCRAPMETAL YARD SUBJECT TO CERTAIN CITY REQUIRED CONDITIONS FOR THE PROPERTY LOCATED AT 14569 NW 25th AVE. AND IDENTIFIED BY FOLIO 08-2122-002-0430 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF A REQUEST 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 (first reading/public hearing held on December 11, 2019).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR OF UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on December 11, 2019).

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 (Crolle).

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

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1/2 MARATHON | 10K | 5K

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MARCH 14th: LIFESTYLE & FITNESS EXPO

MARCH 15th: RACE DAY | AWARDS CEREMONY

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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:	11-13-19		Item Type: (Enter X in box)	Resolution	Ordinance X
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading X	2nd Reading
		X	Public Hearing: (Enter X in box)	Yes X	No
Funding Source: Account# :	(Enter Fund & Dept) Ex: PTP		Advertising Requirement: (Enter X in box)	Yes X	No
Contract/P.O. Required: (Enter X in box)	Yes	No X	RFP/RFQ/Bi#: N/A		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ 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:

An Ordinance Of The City Commission Of The City Of Opa-Locka, Florida, Recommending Approval Or Denial 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.

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 - Rezoning
P & Z Board Meeting Minutes 10-16-19

PLANNING COUNCIL

October 8th

2019



SAFE AND SECURE SELFS STORAGE: Rezoning

APPLICANT'S REQUEST:

A RESOLUTION 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.

Staff Report



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:
28-29 52 41
NILE GDNS SEC 2 PB 31-42
N303.04FT OF W110FT OF E118FT OF
LOT 6 LESS S150FT
LOT SIZE 153.040 X 110
OR 11984-3264 1183 5
COC 23152-2250 02 2005 6
- 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 applicant has made a request to change zoning to B-3 to allow for self-storage warehouse at this location. The south parcel is currently zone B-3 which allows for a self-storage facility.
- Currently the site conditions are as follow: a single office building and parking lot (*see Existing Condition Section*). The site is located immediately adjacent to main railroad to the east and easements at its west, north and south edge. The site is only accessible via county road at its western edge providing for ingress and egress, immediately adjacent to NW 27th Avenue.

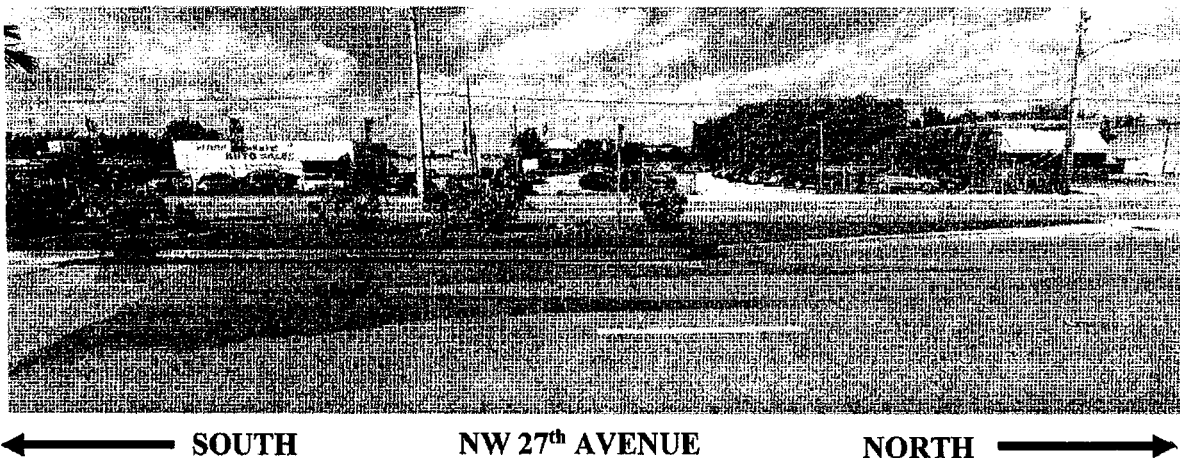


Figure 1: Google Street View, dated:

II. Project Details

- Applicant's intent**

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.

Site Computations & Land Development Regulation / Zoning Code Table 1			
Applicant	Safe and Secure Self-Storage		
Folio Number	Opa-locka: 08-2128-004-0022		
	Opa-locka: 08-2128-004-0031		
Address Location	12940 NW 27 th Avenue		
Building (s) Footprint	Total Site Area – 53,080 SF		
	Office Bldg. – 21,468 SF		
	Parking Lot – 18,680 SF		
	Common Green Area – 12,932 SF		
Floor Area	Total 107,340 SF		
Zoning	B-2 – Commercial Liberal		
	B-3 – Commercial Intensive		
Zoning Code Consistency	The proposed use for Safe and Secure Self-Storage Facility is consistent with the B-3 Zoning Code however would need to rezone the north parcel from B-2 to B-3.		
Existing Land Use	Auto Dealership / B-2 and B-3		
Future Land Use Designation	B-3		
Comprehensive Plan Consistency	The proposed use for Safe and Secure Self-Storage Facility is not consistent with the Comprehensive Plan because half of the requested property is B-2.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sections: 22-54; 22-55; 22-112, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front (East)	15 Feet	15 Feet	YES
Rear (West)	15 Feet	15 Feet	YES
Side (North)	0 Feet	43 Feet	YES
Side (South)	0 Feet	10 Feet	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	0.43%	YES
Lot Density	N/A	N/A	N/A
Lot Size	10,000 (0.23 Acres)	107,340 SF (8.4 Acres)	YES
Lot Width	N/A	N/A	N/A

Building Height	6 Stories or 65 Feet whichever less	Office Building: 5 Stories/ 60 Feet	YES
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	1,625 SF	18,680 sq. ft.	YES
Landscaping		12,932 sq. ft.	
Parking Details	Office buildings: pursuant to the Land development Regulation Ordinance 15-31: Article VI, section 22-155: one (1) Parking per 2500 square feet of floor area. -8 spaces required	Office Bldg. 21,926 SF Parking Lot: 18,680 SF Total Space Provided: *10 parking spaces *1 Handicap space *5 Loading spaces =16 parking spaces	YES
Landscape/ Pervious Lot Coverage	20% minimum required pervious	30% provided	YES
Notification Requirement	This request will be properly noticed pursuant to state law and city charter by the city clerk's office. - A copy of notice for advertisement titles were given to the Clerk's Office on Friday, April 17, 2015. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, October 09 th , 2019. - City Commission Meeting: TBD		
Local Government Action Required	The City Commission must review this site plan and consider approval/disapproval after it is reviewed by the Planning and Zoning Board and any other applicable board or agency.		

II. Overall Analysis

Existing Conditions:

- The Subject Property is generally surrounded by commercial properties to the north and south and industrial to the west with ingress and egress to NW 27th Avenue.
- Sidewalk alongside the east edge of the Property

Surrounding Land Use and Zoning: Table 2

Direction	Surrounding Land Use	Surrounding Zoning
North	Commercial/Laundromat	Commercial
South	Commercial/Car Sales	Commercial
East	ROW	ROW NW 27 th Avenue
West	Res Condo/Commercial Car Sales	Residential/Commercial
		B-2 (Commercial Liberal) B-3 (Commercial Intensive) N/A R-3/B-3

Surrounding Zoning Designation Map

The Site is Highlighted in Yellow

- **General Character / Neighborhood Compatibility:** The proposed development use will be in Harmony with the general character of the surrounding neighborhood considering population density, design, scale, and bulk of any proposed new structures, intensity and character of activity, traffic and parking conditions?

COMPLIES

- Findings:

- The proposed development use 'Safe and Secure Self-Storage facility' is in harmony with the general characteristic of the surrounding neighborhood: Commercial Uses

- **Tree Preservation:** Compliance with Tree Preservation Ordinance required pursuant to City ORDINANCE NO.10-03

COMPLIES

- Findings:

- The Applicant is proposing to include landscaping at .30ac. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be of a solid masonry construction or a decorative masonry block to prevent the view of any stored article. Fences shall be constructed in a way so as not to obstruct or impair the view of any vehicle driver's ability to see other vehicles or pedestrians within two hundred (200) feet of any intersection within the district.

- Findings:

- The Applicant is proposing to remove a chain link fence, fencing off the proposed parking area instead with a Masonry Construction/Decorative Masonry Block Wall pursuant to the City Land development Regulation/Zoning Code 15-31, B-3 Commercial District (Section 22-91).

- **Future Land Use:** Commercial (Communications, water and sewer facilities, electrical as needed).

- Findings:

- According to the City of Opa-locka Comprehensive Plan; the proposed project shall be located within the City's Commercial land use designation category location.

- The applicant has applied for a Comprehensive Plan Amendment for a land use change for the north parcel from B-2 to B-3. *(Please see Comprehensive Plan Amendment Staff Report for detail).*

DOES NOT COMPLY

- **B-3 (Commercial Intensive) Zoning allows all B-2 (Commercial Liberal) Permitted Uses:** Project Specific: Self-Storage facility

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code B-2 (Commercial Liberal) which all permitted uses are also allowed in the B-3 (Commercial Intensive) Zoning District. The Safe and Secure Self-Storage facility which categorized as a Self-Storage facility is permitted within a B-3.
- Applicant has applied for a Land Development Regulation/ Zoning Code Text Amendment. *(Please See Zoning Code Text Amendment Report for more Details)*

PARTIALLY IN COMPLIANCE

- **Community Comments/Petitions:** The Applicant verbally informed the Planning and Community development Department that petitions were submitted to the surrounding businesses for signatures, comments or possible opposition.

- **Findings:** The Planning and community Development Department has not yet received any signed petitions submitted to the Neighboring Businesses as indicated by the Applicant.

V. Project Need Assessment / other Required Approvals

1. Comprehensive Plan Amendment (Small Scale): Land Use Change (Map Amendment); also subject to the Department of Economic Opportunity (DEO) Review).
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, October 08th, 2019
2. Land Development Regulation/Zoning Code Text Amendment
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, October 08th, 2019
3. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, October 08th, 2019
4. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, October 08th, 2019

V. Development Review Committee (DRC): Meeting Review Comments

1. **Capital Improvement Project (CIP):**
 - No issues reported for the proposed Site Plan
2. **Building:**
 - N/A
3. **Police:**
 - N/A
4. **Community Redevelopment Agency (CRA):**

- N/A
- 5. **City Manager's Office (CMO):**
 - N/A
- 6. **Code Enforcement:**
 - N/A
- 7. **City Attorney's Office:**
 - Development Agreement under review
- 8. **Public works:**
 - N/A
- 9. **Inter-jurisdictional Review:**
 - N/A

/I. **Staff Recommendation:**

- Staff recommend approval of this Site Plan pending the following other approvals:
 - Zoning change;
 - Land Development Regulation/ Rezoning: if approved, north parcel will be rezoned for B-3, allowing for the use of a self-storage facility;
 - A Development Agreement must be submitted along with this Safe and Secure Self Storage Site Plan pursuant to the city Land Development Regulation/ Zoning Code Ordinance no. 15-31: Article V Section 22-112 and F.S. Section 163.3220-163.3243;
 - All signage shall comply with the City's Sign Code Ordinance no. 15-31 Article X;
 - All landscaping and parking areas must be provided and maintained as shown in the Safe and Secure Self-Storage Site Plan;
 - Trees to be planted 25' avg. oc.;
 - Adequate landscape buffer around parking area;
 - Compliance with resolution 5058, fare share agreement;
 - Extend employment opportunity to City residents through the City's Human Resource dept. and the Opa-locka workforce;
 - Maintain 100% the use, function, or any recommendation the planning Council Board deem necessary to this Safe and Secure Self-Storage site plan and or not limited to the provision of satisfying all other city's land development code pertaining to the site, landscape and structures;
 - All trash & garbage containers shall comply with the City dumpster enclosure requirements;
 - The Development Agreement (D.A.) shall specifically address the daily operation, business, behaviors and any other requirements set forth by the City's Land Development Code, Planning and Zoning Board and the City Commissioner for this proposed Safe and Secure Self Storage Facility site plan;
 - Address all Miami-Dade County's input/recommendations as appropriate

II. **Attachments:**

- Site Plan
- Development Agreement
- Zoning Change of north parcel from B-2 to B-3

Planning and Community Development Department

	Name and Title	Initials
Project Planner	Corion J. DeLaine, City Planner	

Zoning	Gerald J. Lee, Zoning Official	
Approved by	Gregory D. Gay, Director Planning and Community Development	

III. Staff Report Updated After the Planning and Zoning Board Meeting on October 09th, 2019. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No. 19-1008-01

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Safe and Secure Self-Storage
FOR: SITE PLAN APPROVAL REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING: A 107,240 SQ. FT. SELF STORAGE FACILIY WITH 27 PARKING SPACES.

WHEREAS, applicant has appeared before this Board for the request in the application, and all evidence, documents and exhibits have been received and marked pursuant to the Code of Ordinance of the City of Opa-locka.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

- 1) That the request in the application by the applicant be and the same is hereby
 - a. APPROVED ☐ DATE: 10-09-2019
 - b. DENIED ☐
 - c. NOT DETERMINE ☐ until additional consideration at the regular meeting to be held on__ / __ / __
- 2) That the following special condition be and they are hereby imposed, conditioning the determination aforementioned:
 - a.
 - b.

*** The Planning and Zoning Board Approval of this request was approved by a - vote***

I HEREBY CERTIFY that the resolution containing the determination of this Board is a true and correct copy as is reflected upon the public records of the City of Opa-locka this day of

Chairperson or Designee

The Following changes/recommendations are updates based on the Planning and Zoning Board Meeting discussions in regards to the proposed Safe and Secure Storage Facility



SUSTAINABLE OPA-LOCKA

2015 LAND DEVELOPMENT REGULATIONS (ADOPTED)

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government.

**Article III. Application
Review and Approval
Requirements**

9. The LPA shall hold a public hearing to consider applications for text amendments to the Land Development Regulations and shall, upon conclusion of the public hearing, make a recommendation to the City Commission with respect to each application.
10. The City Commission shall hold public hearing(s) to consider the recommendations of the LPA with respect to applications for amendments to the Comprehensive Plan and shall, upon conclusion of the public hearing(s), adopt an ordinance expressing an intent to adopt or deny those proposed amendments to the Land Development Regulations.

Sec. 22-54. Rezoning

The City Commission may rezone property, in conformity with the provisions of this section. Rezones may be initiated by the City, petition of the owner or owner's agent, or contract purchaser with the owner's written consent, which is the subject of the proposed map amendment.

- A. Application Filing. All rezoning applications shall be filed with the Department of Planning and Community Development. The required application form must be completed and signed by the applicant and owner[s] of the property or their designated agent. Upon acceptance of a completed application, the application shall be forwarded to all appropriate reviewing agencies for comment.
- B. Submittal Requirements. All rezoning applications shall be accompanied by the following items:
 1. An application, on a form provided by the City, completed and signed by the applicant and owner(s) of the property or their designated agent.
 2. A disclosure statement by the parties with at least five (5) percent interest in the project signed by the applicant and notarized. The

**Article III. Application
Review and Approval
Requirements**

applicant shall keep this information current at all times during the processing of the application.

3. An as-built survey, signed and sealed by a certified surveyor and mapper, completed not longer than 6 months in advance of the date of the application, that contains the following information:

- a. Boundaries of the entire property, with bearings and distances of the perimeter property lines and of each existing and proposed land use classifications.
- b. Total area of the property and of each existing and proposed district classification presented in square feet and acres.
- c. Scale and north arrow, with north, to the extent feasible, oriented to the top of the plat.
- d. Location of all existing buildings and structures.
- e. Names of all boundary roads or streets, and the width of existing rights-of-way.

- C. Public Hearing. The City Commission shall hold public hearing(s), after receipt of the Planning Council recommendation, as required by law. If the rezoning is denied the Commission shall not consider any further requests for rezoning on any part same property for a period of one (1) year unless said requirement is waived by a majority vote by the City Commission.

- D. Planning Council Approval Criteria. As part of its recommendation the Planning Council shall study and consider, where applicable, whether:

1. The proposed change is contrary to the established land use pattern.
2. The proposed change would create "spot zoning".
3. The proposed change would alter the population or traffic patterns and thereby negatively impact public facilities such as schools, utilities, streets, etc.

**Article III. Application
Review and Approval
Requirements**

4. The proposed zoning district boundaries would become more illogically drawn.
5. The proposed change would be in conflict with all or portions of the City's Comprehensive Plan.
6. There is an additional need for uses permitted within the proposed zoning district.
7. The proposed change will adversely affect living conditions in the neighborhood, if applicable.
8. The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.
9. The proposed change will create a drainage problem.
10. The proposed change will reduce light and air to adjacent areas.
11. The proposed change will adversely affect property values.
12. The proposed change will be a deterrent to the improvement or development of adjacent property.
13. The proposed change will constitute a grant of special privilege.
14. There are no substantial reasons why the property cannot be used in accordance with the existing zoning.
15. Whether the change suggested is out of scale with the surrounding neighborhood.
16. It is possible to find other sites already zoned permitting the uses(s) requested.
17. The proposed rezoning would meet all other regulations.

E. City Commission Approval Criteria. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a rezoning application:

1. The proposed rezone is consistent with goals, objectives and policies of the City's Comprehensive Plan.
2. The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

**Article III. Application
Review and Approval
Requirements**

3. The subject property is physically suitable for the uses permitted in the proposed district.

- F. Expiration of Rezoning Approvals. The grant of a rezoning shall be null and void twelve (12) months from the date of City Commission approval unless construction of the development has commenced.

Sec. 22-55. Site Plan Application

Applications for Site Plan review shall require the submission of a site plan package in accordance with the provisions of this Article. Site plans shall be required for all development within the City. Prior to any action by the City Commission at public hearing a review by and recommendation from the Planning Council shall be required. Notwithstanding the above, the development and the construction of ten (10) detached single-family or five (5) duplex residences shall be subject to administrative site plan review and approval. In addition, existing development on which no site plan was previously submitted and/or is on file shall also be subject to administrative site plan review and approval. No certificate(s) of occupancy shall be issued for any building or buildings unless all facilities included in the approved site plan have been provided. The Director may, if in his opinion it is deemed necessary, retain consultants to assist in the review of an application for site plan approval.

- G. Procedure. An application for site plan review shall be made to the Director prior to an application for a building permit and will only be accepted if all other ordinances and provisions of the City have been complied with. Except as may otherwise be required by law or administrative procedures, all required county, regional, state, or federal agency approvals shall be obtained prior to site plan approval.
- H. Approval Criteria. The Planning Council and City Commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application:

**Article III. Application
Review and Approval
Requirements**

1. The development permitted by the application, if granted, conforms to the Comprehensive Plan; is consistent with applicable area or neighborhood studies or plans, and would serve a public benefit warranting the granting of the application at the time it is considered.
 2. The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
 3. The development permitted by the application, if granted, will efficiently use or not unduly burden water, sewer, solid waste disposal, recreation, education or other necessary public facilities which have been constructed or planned and budgeted for construction.
 4. The development permitted by the application, if granted, will efficiently use or not unduly burden or affect public transportation facilities, including mass transit, roads, streets and highways which have been constructed or planned and budgeted for construction, and if the development is or will be accessible by public or private roads, streets or highways.
- I. Plan Submission and Review. Any application for site plan approval shall include the following information:
1. The location and size of the site, including its legal description and a current certified survey (less than 6 months old).
 2. The recorded ownership interests including liens and encumbrances and the nature of the developer's interest if the developer is not the owner.
 3. The relationship of the site to existing development in the area including streets, utilities, residential and commercial

**Article III. Application
Review and Approval
Requirements**

development, and physical features of the land including pertinent ecological structures within 100 feet.

4. The density or intensity of land use to be allocated, all parts of the site to be developed, together with tabulations by acreage and percentage thereof.
5. The location, size, and character of any common open space and the form of organization proposed to own and maintain any common open space.
6. The use and the number of stories, height, bulk, and location of all buildings and other structures.
7. The requirements as set forth in this Chapter and other Chapters, including the necessary documentation for providing required improvements such as streets, water supply, storm drainage, parking, landscaping, and sewage collection as well as the provisions for all other appropriate public and private services such as police or security protection, fire protection, and refuse collection.
8. The substance of covenants, grants of easements, or other restrictions proposed to be imposed upon the use of the land, buildings, and structures including proposed easements or grants for public utilities.
9. In the case of plans which call for development over a period of years, a phasing schedule showing the approximate times within which applications for building permits are intended to be filed.
10. Any additional data, plans, or specifications which the applicant believes is pertinent and will assist in clarifying his application.
11. A demonstration that the proposed development does not degrade adopted levels of service in the City.
12. Architectural elevations for buildings in the development; exact number of dwelling units, sizes and types and total number of bedrooms, if residential. For nonresidential development, the Floor Area Ratio and Gross Square Footage shall be required.

**Article III. Application
Review and Approval
Requirements**

13. Plans for signs, if any.
14. Traffic Study stating current average daily and peak hour traffic volume counts, a description of existing traffic conditions, programmed and planned roadway improvements, and future traffic conditions. All roadway improvements and associated costs shall be provided.
15. Landscaping plan, including types, sizes and locations of vegetation and decorative shrubbery, and showing provisions for irrigation and maintenance. Certification of Compliance with City Landscape and Miami-Dade County Chapter 18A requirements.
16. Color renderings and elevations.
17. Photometrics
18. Flood criteria data and finished floor elevations.
19. Additional data, maps, plans, surveys or statements as may be required for the particular use or activity involved.

J. Development Review Committee. Upon acceptance of a site plan application, one which is deemed non-administrative, the Director shall forward a copy of the application and accompanying material to each of the following Departments for review, as applicable. The applicant shall obtain applicable County and State approval prior to scheduling of public hearing.

1. Public Works
2. Parks and Recreation
3. Police
4. Building and Licenses
5. Code Enforcement
6. Any other agency (whether municipal, county or state), as deemed applicable by the Director.

**Article III. Application
Review and Approval
Requirements**

If requested by the Director, each reviewing discipline shall prepare a staff report with written comments and shall forward such staff report to the Director. The Director shall make a written finding that the site plan has or has not met the standards of this Code.

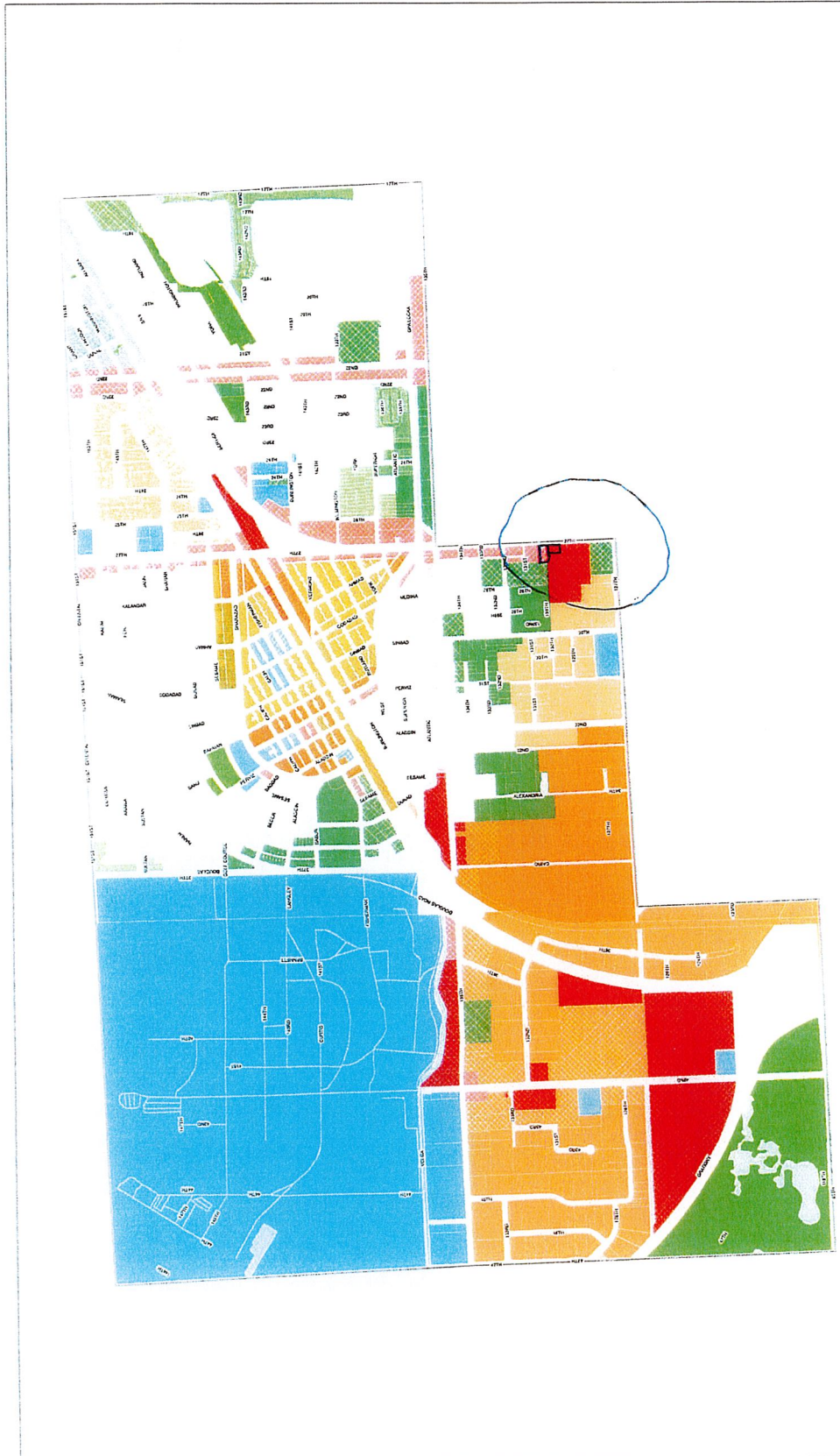
A final site plan approved, either by the City Commission or administrative action shall only be valid for a period of two (2) years. If a final plan has been allowed to expire without application for a building permit or commencement of construction the applicant will be required to submit a new site plan application.

Sec. 22-56. Site Plan Modification

The Director is authorized to consider and approve minor modifications to previously approved site plans which do not exceed the thresholds established below. A letter of intent shall be submitted as part of the Minor Modification application. A minor site plan modification does not require City Commission action or hearing. Site Plan Modifications that are deemed not minor shall require rehearing before the Planning Council and City Commission.

A. Minor Modification Determination. A minor modification must demonstrate the following, as applicable:

1. The number of buildings, number of stories, height, and number of units is the same or fewer.
2. Lot coverage and/or floor area ratio have not increased or decreased by more than five (5) percent.
3. The number of parking spaces may increase or decrease by as much as 5 percent, provided the plan complies with all other requirements of this subsection and of this Chapter.
4. Density or intensity (floor area ratio) may be transferred from one stage of development to another, provided that the total floor area ratio is not changed and the floor area ratio for each stage is not increased or decreased by more than five (5) percent.



Prepared by
 - The Planning and Community Development Dept.
 780 Palmetto Street (4th Floor)
 Opa-Locka, Florida 33054
 - The Corradino Group

Adopted:
 - October 28, 2015
 - Reference Ordinance No. 15-31

City of Opa-Locka
Official Zoning Map

Legend:

- B-O (Business Office)
- B-1 (Commercial Neighbourhood)
- B-2 (Commercial Liberal)
- B-3 (Commercial Intensive)
- I-1 (Light Industrial)
- I-2 (Industrial Planned)
- I-3 (Liberal Industrial)
- I-4 (Lib. Ind. Storage and Salvage)
- Water
- Civic
- Park
- R-1 (Single Family Residential)
- R-2 (Two Family Residential)
- R-TH (Residential Townhouse)
- R-3 (Moderate Density Residential)

City Limits:

- Corridor Mixed Use
- Downtown Mixed Use Overlay
- Magnolia North Overlay District

**Article IV. Districts,
Permitted Uses and
Development Standards**

Residential detached					
Single Family	SE	P	P	P	P
Residential attached					
Swimming pools, spas, tennis courts, ball courts	A	A	A	A	A
Townhouses		P	P	P	P
Unattached garages/carports	A	A		A	
Utility sheds, storage buildings, fallout shelters	A	A	A	A	A
Watchmen, manger or caretakers quarters – permanent, temporary			A		A
Wireless antenna support structures, amateur radio antennas	A	A	A	A	A

Sec. 22-80. - Permitted Uses Table – Commercial Districts

<u>Use</u>	<u>B-O</u>	<u>B-1</u>	<u>B-2</u>	<u>B-3</u>
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	A
Adult bookstore				SE
Adult daycare	SE	SE	SE	
Animal boarding			SE	P
Artist studio	P	P	P	
Animal grooming		SE	P	P
Appliance, furniture, electronic repair and rental		P	P	

**Article IV. Districts,
Permitted Uses and
Development Standards**

Auto service station			SE	SE
Banquet hall		SE	P	
B-1 first uses		P	P	P
B-2 first uses			P	P
Bar, lounge or tavern			SE	SE
Cafeteria	P (off-premises only)	P	P	P
Catering kitchen			P	P
Child care centers		SE	P	
Community facilities		SE	SE	SE
Commercial Recycling Storage Areas	A	A	A	A
Consignment shop		P	P	
Construction trades				P
Construction Trailer, Temporary	A	A	A	A
Convenience retail	A			
Convention centers		SE	P	
Crematory				SE
Day spa			P	P
Donation bins	A	A	A	A
Drive through		SE	P	P
Dry cleaning		SE	P	
Dumpster Enclosures	A, required	A	A	A
Eco-friendly accessory structures and features (i.e. solar panels, wind turbines),	A	A	A	A
Educational facilities		SE	P	
Farmers' Market			SE	SE
Fine arts studio	P	P	P	

**Article IV. Districts,
Permitted Uses and
Development Standards**

Flea markets and bazaars		SE	SE	P
Funeral homes		SE	SE	P
Generators - permanent	A	A	A	A
Gun shops				SE (sales only)
Hospitals		SE	P	
Hotel/motel/lodging		SE	P	
Industrial, light (within a enclosed building)				P
Industrial Kitchen				P
Institutional		SE	P	
Liquor package store			SE	SE
Live/work spaces	P		SE	SE
Maintenance Building, common	A	A	A	A
Manufacturing, light (within an enclosed building)				P
Mechanical car washing (enclosed building)			SE	SE
Medical		P	P	
Microbrewery (must comply with federal, State and County regulations)				SE
Nursing and convalescent home		SE	SE	SE
Motion picture studios				P
Nursing and convalescent homes	SE	SE	SE	
Offices	P	P	P	P

**Article IV. Districts,
Permitted Uses and
Development Standards**

Outside hand car wash, accessory to auto service station			AR	AR
Parking lots, public		P	P	P
Passenger terminals			P	P
Pawn Shops (no gun sales)				P
Private clubs			P	P
Private schools	SE	SE	SE	SE
Public facilities		P	P	P
Public and charter schools	SE	SE	SE	SE
Public parks	P	P	P	P
Recording and TV/Radio				P
Recreation/Entertainment Indoors			P	P
Recreation/Entertainment Outdoors			P	P
Religious institutions	SE	SE	SE	SE
Research and technology uses				P
Retail, sales and services		P	P	P
Restaurants without drive through windows		SE	P	P
Self-service laundries		P	P	P
Self-storage				P
Vehicle rental		P	P	P
Vehicle sales/displays			SE	SE
Vehicle sales/displays major				SE
Vehicle sales/displays used				SE

**Article IV. Districts,
Permitted Uses and
Development Standards**

Vehicle service/minor			P	P
Vending machines, video arcade games	A	A	A	A
Veterinary clinic		SE	P	P
Watchman, manager or caretakers quarters – permanent, temporary	A	A	A	A
Wireless antenna support structures, amateur radio antennas	A	A	A	A

Sec, 22-81. Permitted Uses Table – Industrial Districts

<u>Use</u>	<u>I-1</u>	<u>I-2</u>	<u>I-3</u>	<u>I-4</u>
Adult businesses		SE	P	
Automobile or auto parts junkyards				P
Auto broker as per Ordinance 11-05	P	P	P	
Auto service station (filling station for service vehicles for a licensed business, not visible from street)	P	P	P	
Automotive wrecking yards				P
Awnings, canopies, carports, roof overhangs, balconies, architectural structures	A	A	A	
B-1 first uses	P (adjacent to			

**Article IV. Districts,
Permitted Uses and
Development Standards**

Sec. 22-88. B-O Business Office District

The Business Office District provides for low intensity office and specific retail uses that are conveniently located in relation to, and compatible with, proximate residential areas.

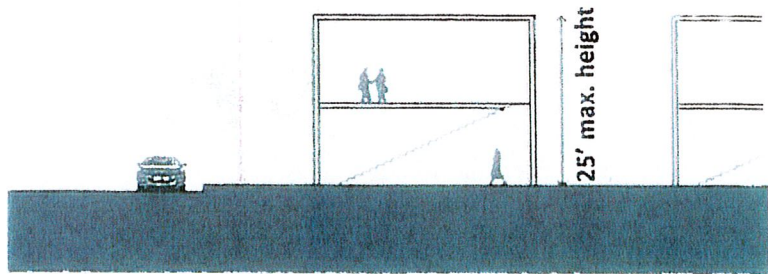
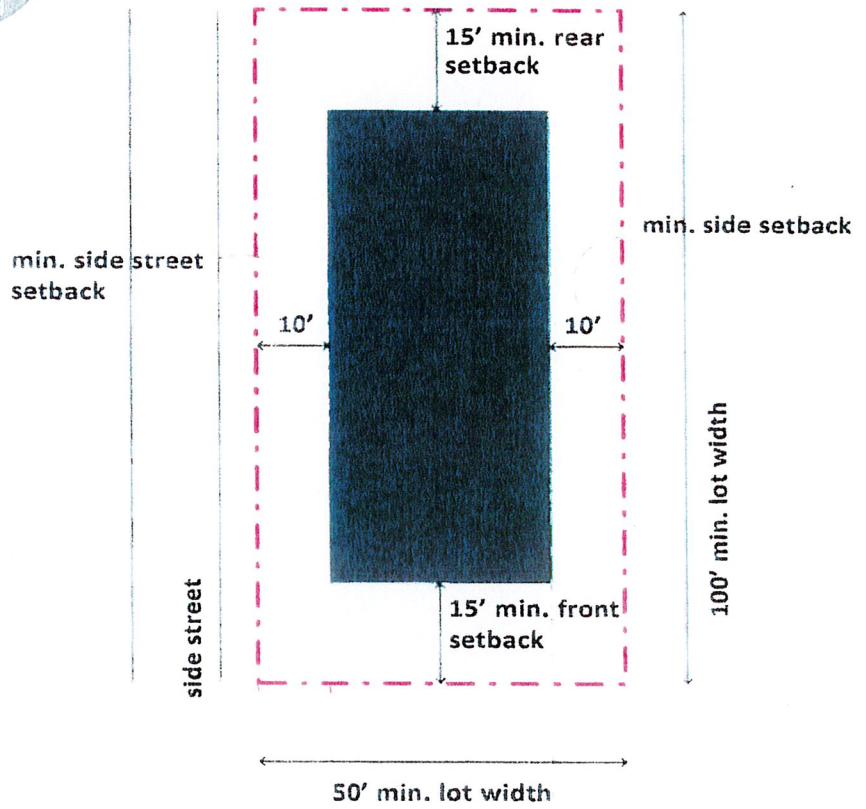
Table of Standards

<u>Standard</u>	<u>B-O</u>
Intensity	.5
Minimum Site Area	5,000 s.f.
Setbacks	Front – 15 feet Side, interior lot – 10 feet Side, street – 10 feet Side, between structures or corner– 10 feet, or 0 feet when abutting a canal right of way Rear – 15 feet, or 0 feet when backing onto a canal right of way or alley
Maximum Height	2 stories or 25 feet, whichever is less
Maximum Impervious Area	80 percent of site.
Accessory Structure Height	14 feet
Accessory Structure Setbacks	Front – 25 feet Side – 5 feet Side, street – 15 feet Rear – 2.5 feet

B-O

1.0
Per 400 square ft
Parking Spaces
Required

B-O Business Office District



**Article IV. Districts,
Permitted Uses and
Development Standards**

Sec. 22-89. B-1 Commercial Neighborhood Business District

The Commercial Neighborhood Business District provides for low intensity retail and/or service oriented convenience commercial centers which serve the everyday needs of local residents and are compatible with surrounding residential uses.

Table of Standards

<u>Standard</u>	<u>B-1</u>
Intensity	.9 Floor Area Ratio
Minimum Site Area	5,000 s.f.
Setbacks	Front – 10 feet Side, interior lot – 0 feet Side, street – 10 feet Rear – 15 feet, or 0 feet when backing onto a canal right of way or alley
Maximum Height	3 stories or 45 feet, whichever is less
Maximum Impervious Area	80 percent of site.
Accessory Structure Height	20 feet
Accessory Structure Setbacks	Front – Not permitted in front Side – 10 feet Side, street – 10 feet Rear – 10 feet, 25 feet when abutting or adjacent to residential
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

**Article IV. Districts,
Permitted Uses and
Development Standards**

	Projects which substantially contribute architecturally to the City's Moorish Architecture goals, as outlined in the "Arabian Motif Architectural Style Guide", as it may be updated from time to time, are eligible for a 20% increase in floor area. Projects that demonstrate design excellence, as defined in this Article, are eligible for up to a 20% increase in floor area. The maximum floor area increase that can be achieved through a combination of development bonuses shall not exceed 20%.
--	---

Sec. 22-90. B-2 Commercial Liberal Business District

The Commercial Liberal Business District provides for commercial centers that offer a wide range of retail or service facilities.

Table of Standards

<u>Standard</u>	<u>B-2</u>
Intensity	2.4 Floor Area Ratio
Minimum Site Area	5,000 s.f. for existing subdivisions, 10,000 s.f. for re-plat or new plat
Setbacks	Front – 10 feet Side, interior lot – 0 feet, or 10 feet if abutting residential Side, corner– 15 feet, or 0 feet when abutting a canal right of way Rear – 15 feet, or 0 feet when backing onto a canal right of way or alley
Maximum Height	4 stories or 55 feet, whichever is less

**Article IV. Districts,
Permitted Uses and
Development Standards**

Maximum Impervious Area	80 percent of site.
Accessory Structure Height	20 feet
Accessory Structure Setbacks	Front – Not permitted in front Side – 10 feet Side, street – 10 feet Rear – 10 feet, 25 feet when abutting or adjacent to residential
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area. Projects which substantially contribute architecturally to the City's Moorish Architecture goals, as outlined in the "Arabian Motif Architectural Style Guide", as it may be updated from time to time, are eligible for a 20% increase in floor area. Projects that demonstrate design excellence, as defined in this Article, are eligible for up to a 20% increase in floor area. The maximum floor area increase that can be achieved through a combination of development bonuses shall not exceed 20%.

**Article IV. Districts,
Permitted Uses and
Development Standards**

Sec. 22-91. B-3 Commercial Intensive Business District

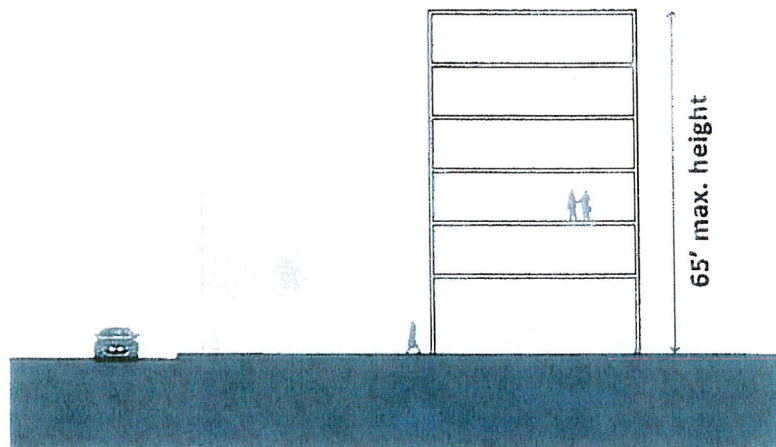
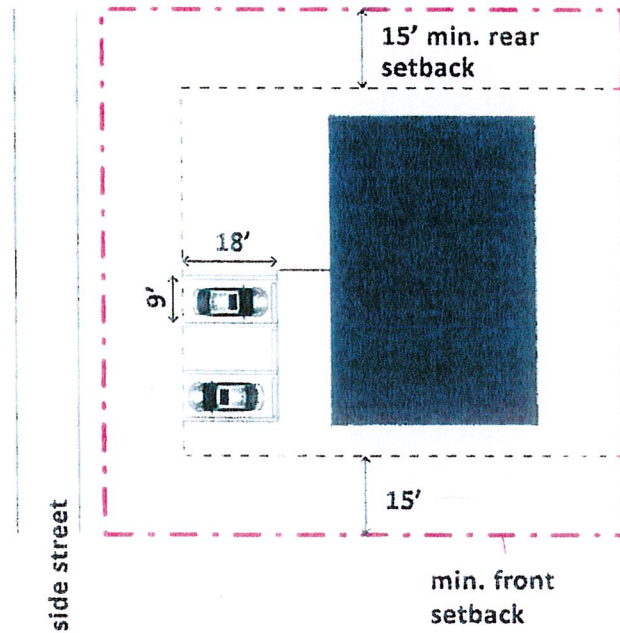
The Commercial Intensive Business District provides for intensive commercial developments.

Table of Standards

<u>Standard</u>	<u>B-3</u>
Intensity	3.0 Floor Area Ratio
Minimum Site Area	10,000 s.f.
Setbacks	Front – 15 feet, or 25 feet when adjacent to a residential district Side, interior lot – 0 feet, or 10 feet if abutting residential Side, corner – 15 feet Side, interior– 15 feet Rear – 15 feet, or 0 feet when backing onto an alley, or 25 feet when adjacent to a residential district
Maximum Height	6 stories or 65 feet, whichever is less
Maximum Impervious Area	80 percent
Bonus Provisions	Projects which achieve a minimum LEED Silver or other equivalent third party certification are eligible for up to a 10% increase in floor area; projects which achieve a minimum LEED Gold or other equivalent third party certification are eligible for up to a 15% increase in floor area; projects which achieve a minimum LEED Platinum or other equivalent third party certification are eligible for up to a 20% increase in floor area.

1.0
Per 500 square ft
Parking Spaces
Required

B-3 Commercial Intensive Business



AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR OF UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County no longer process the City of Opa-Locka's ("City") requests for Unity of Title; and

WHEREAS, the Planning & Community Development Department has received requests for a unity of title process for the City; and

WHEREAS, the City Commission of the City of Opa-locka ("City Commission") conducted a public hearing and finds that a Unity of Title process is consistent with the City of Opa-locka's Comprehensive Plan; and

WHEREAS, the City Commission has determined that the following amendments promote and protect the general health, safety, and welfare of the residents 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. Chapter 17, Planning and Development, Article III, of the City's Code of Ordinances entitled "Planning and Development shall be amended to add new Division 3; provide a definition for "Unity of Title" and establish certain requirements and process for Unity of Title as follows:

ARTICLE III, Division 3.; *UNITY OF TITLE*

Sec. 17-49. - Definition of unity of title.

A written agreement executed by and between a property owner and the City of Opa-Locka, Florida, whereby the property owner for a specified consideration by the city agrees that the lots and or parcels of land constituting the building site shall not be conveyed, mortgaged and or leased separate and apart from each other and that they shall be held together as one (1) tract. The form shall be consistent with Exhibit "A". Such unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, and shall run with the land and shall be binding upon the property owner(s), their successors and assigns.

Sec. 17-50 When required.

As a prerequisite to the issuance of a building permit, the owner in fee simple title shall submit a unity of title in recordable form to the Planning and Community Development Department providing that all of the property encompassing the building site upon which the building and appurtenances are to be located shall be held together as one (1) tract of land and providing that no part or parcel shall be conveyed or mortgaged separate and apart from the building site, as set forth under the site plan and the building permit(s) in the following cases:

- (a) Whenever the required off-street parking is located on contiguous lots or parcels or is located offsite, as provided for under Ordinance 15-31, Article VI relating to Off-Site Parking.
- (b) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) lot or parcel and accessory use buildings or structures are located on the remaining lot or parcel comprising the building site.
- (c) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) or more of the lots or parcels and the remaining lots or parcels encompassing the building site are required to meet the minimum zoning requirements.
- (d) Whenever a building is to be constructed or erected upon a lot or parcel which is larger in frontage, depth and/or area than the minimum required by the zoning ordinance and which lot or parcel would be susceptible to further re-subdivision in accordance with the zoning ordinance and subdivision provisions of the City Code.
- (e) Whenever the City of Opa-Locka provides that a unity of title shall be executed as a condition for the granting of a variance or permit(s).
- (f) Whenever a unity of title is specifically required by an ordinance or resolution passed and adopted by the city commission.
- (g) Whenever a site plan and or building site consists of more than one (1) platted lot.

Sec. 17-51 Specific requirements.

- (a) The owner shall provide a certificate of ownership by way of an opinion of title from an attorney licensed to practice law in the State of Florida. Said opinion of title, which shall be from the point of beginning, shall be based upon an abstract brought up within ten (10) days of the requirement that such unity of title be recorded.
- (b) The opinion of title shall include the names and addresses of all mortgagees and lien holders, the description of the mortgages and/or liens and the status of all real estate taxes due and payable.
- (c) The unity of title shall be executed with the same formality and manner as a warranty deed under the laws of the State of Florida.

Sec. 17-52 Approval, Release and Recording

- (a) The unity of title shall be subject to approval by the Director of Planning & Community Development and the city attorney as to form and content.
- (b) Any unity of title required by this section shall not be released except as specified in the legal instrument used to record said unity of title; any unity of title agreement which does not contain a release clause or procedures for release, may be released by the planning & community development department director in a form acceptable to the city attorney, upon a determination by the planning & community development department director that the unity of title agreement is no longer necessary; in the absence of such a determination, the unity of title shall be released only by resolution passed and adopted by the city commission. Releases approved pursuant to this section shall be recorded in the public records of Miami-Dade County, Florida, at the property owner's expense.

Section 3. Amending the Unity of Title fee set forth in Section 2-655 (gg) from \$200.00 to \$500.00.

The language fee set forth in Section 2-655(gg) shall be amended from \$200.00 to \$500.00.

Section 4. 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 5. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 6. Inclusion in Code.

It is the intention of the City Commission of the City of Opa-locka that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances 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 7. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

PASSED AND ADOPTED this _____ day of _____, 2019.

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 9A

LANSKY

THE MOB'S ACCOUNTANT

Lansky, known as "the Mob's accountant," a description he'd eschew, would come back to Miami Beach to take care of business himself.

The Russian-born Maier Suchowifjansky was considered by law enforcement "to be a genius of finance with the proceeds of bootlegging and gambling with notorious associates including Lucky Luciano and Bugsy Siegel," the Miami Herald once said.

Lansky said "there's no such thing as organized crime" in 1978.

A police officer once described Lansky as "the Andrew Carnegie of the Mob," the Herald reported in 1983. His first arrest came in 1918, when he was about 16, for felonious assault in New York.

He reputedly joined forces with Benjamin (Bugsy) Siegel to form the Bugs and Meyer Mob in 1921, the Herald reported in his obituary. "The gang specialized in hijacking cars and guarding bootleg liquor shipments for other hoodlums during the Prohibition era."

In the 1930s and 1940s, Lansky was linked to illegal gambling casinos in South Florida, New Orleans, Havana and Saratoga, New York.

In 1972, Israeli authorities deported him back to South Florida, where the government brought Lansky to trial with the testimony of loan shark Vincent "Fat Vinnie" Teressa. Lansky was acquitted in 1974.

He'd cop to one thing: "I admit quite frankly that I made a fortune from bootlegging," he said in "Lansky, Mogul of the Mob," a book written by three Israeli journalists to whom



Meyer Lansky at Miami International Airport in February 1978.

he granted limited cooperation, the Herald reported.

LIVING IN MIAMI BEACH

Lansky spent the rest of his life in Miami Beach, living with his second wife, Thelma, at the Imperial House in the 5200 block of Collins Avenue. He had three children from his first wife, Anna, whom he divorced in 1948 to marry Thelma. He reportedly doted on his children — Bernard, Paul and Sandra.

The Miami Herald once described Lansky as "a small, mild-mannered and grandfatherly man who looked like anyone else his age, playing out life's closing years in Miami Beach."

People recall seeing Lansky shopping at the men's clothing stores at Bal Harbour Shops and getting hair cuts at Carousel Barber Shop in Surfside.

The mobster also hung out at the Singapores on Collins Avenue and was often seen dining at the two Wolfe Sandwich Shop delis that were on Lincoln Road and Collins Avenue. They were famed for their overstuffed pastrami sandwiches and super-sized slabs of their "world famous cheesecake."

Lansky died from lung cancer at Mount Sinai

Medical Center in Miami Beach on Jan. 15, 1983. He was 80.

"Lansky outlived all the big hoodlums of his era: Capone, Costello, Luciano, Giancana, Anastasia, Lepke, Joe Adonia, Longie Zwillman. His name is part of our history and our legend. But when the obit ran the other day, there was a sense that the true story was now gone forever," the Herald wrote a week after his death.

LANSKY ON AUCTION

The Fine Autographs and Artifacts auction from RR Auction concludes Jan. 8.

Auction spokesman Mike Graff expects the letter to attract interest. "Gangster memorabilia is one of RR's most popular specialty categories," Graff said. "They are best known for selling the Bonnie and Clyde's guns for more than \$500,000, in 2012."

On Saturday, the Lansky letter had attracted a bid of \$220 so far.

In 2018, a 14-karat gold tie clip said to belong to Lansky went for \$526 after it was auctioned by Aaron Lombardo, Vincent Lombardo's grandson.

For information, visit www.rrauction.com.

FROM PAGE 9A

TREES

starting in the spring.

Miami-Dade residents interested in the free mulch can sign up at <http://cloud.info.miamidade.gov/christmasree> to be notified once it's available.

• Trees recycled in Broward County will be chipped and used for landscaping throughout the county park system.

If you want to recycle your tree this year, here's what you need to know:

MIAMI-DADE COUNTY

1. Drop-off

You can drop off your clean, decoration-free Christmas Tree at the West Miami-Dade Home Chemical Collection Center, 8801 NW 58 St., or at one of the county's 10 Trash and Recycling Centers.

The centers are open seven days a week from 7 a.m. to 5:30 p.m.

• Eureka Drive - 9401 SW 184 St.

• Golden Glades - 140 NW 160 St.

• Moody Drive - 12970 SW 268 St.

• North Dade Landfill - 21500 NW 47 Ave.

• Norwood - 19901 NW Seventh Ave.

• Palm Springs North - 7870 NW 178 St.

• Snapper Creek - 2200 SW 117 Ave.

• South Miami Heights - 20800 SW 117 Ct.

• West Little River - 1830 NW 79 St.

• West Perrine - 16651 SW 107 Ave.

2. Place your tree at the curbside by sone

Crews will be collecting trees at the curbside between Jan. 7 and Feb. 1. You can use the map found on Miami-Dade County's website or refer to the schedule below to

determine what zone your home falls under:

• Zone 1

Location: South side of Southwest 152nd Street to Southwest 400th Street in Homestead

Place tree at the curb by Sunday, Jan. 5

Pick-up week: Jan. 7-11

• Zone 2

Location: South side of SW 88th Street to north side of SW 152nd Street

Place tree at the curb by Sunday, Jan. 12

Pick-up week: Jan. 13-18

• Zone 3

Location: South side of NW 25th Street to north side of SW 88th Street

Place tree at the curb by Sunday, Jan. 19

Pick-up week: Jan. 20-25

• Zone 4

Location: NW 215th Street to the north side of NW 25th Street

Place tree at the curb by Sunday, Jan. 26

Pick-up week: Jan. 27 - Feb. 1

4. Use one of your available bulky waste pickups

Trees placed at the curbside as part of a scheduled bulk waste pickup will not be recycled into mulch.

Miami-Dade County was not available for comment on what would happen to the trees collected in the scheduled bulk waste pickup.

BROWARD COUNTY

The free Chip-A-Tree program will be available at 13 parks through Jan. 20. Those who visit the park to recycle their clean, decorated-free Christmas tree will not

have to pay the regular weekend and holiday gate entrance fee.

Tree collection hours vary by park and residents are asked to call ahead.

Here are the participating parks:

• Brian Piccolo Sports



Recycle your tree for free

Park & Velodrome, 9501

Sheridan St., Cooper City

Phone: 954-357-5150

• C.B. Smith Park, 900

N. Flamingo Road, Pembroke Pines

Phone: 954-357-5170

• Easterlin Park, 1000

NW 38th St., Oakland Park

Phone: 954-357-5190

• Fern Forest Nature

Center, 201 Lyons Road

South, Coconut Creek

Phone: 954-357-5198

• Marikam Park &

Target Range, 16001 W.

State Road 84, Sunrise

Phone: 954-357-8868

• Plantation Heritage

Park, 1100 S. Fig Tree

Lane, Plantation

Phone: 954-357-5135

• Rev. Samuel Delevoe

Memorial Park, 2520 NW

Sixth St., Fort Lauderdale

Phone: 954-357-8801

• Snake Warrior's Is-

land Natural Area, 3600

SW 62nd Ave., Miramar

Phone: 954-357-8776

• Tradewinds Park &

Stables, 3600 W. Sample

Road, Coconut Creek

Phone: 954-357-8870

• Tree Tops Park, 3900

SW 100th Ave., Davie

Phone: 954-357-5130

• T.Y. (Topeskeegee

Yugnes) Park, 3300 N.

Park Road, Hollywood

Phone: 954-357-8811

• Vista View Park, 4001

SW 142nd Ave., Davie

Phone: 954-357-8898

• West Lake Park, 1200

Sheridan St., Hollywood

Phone: 954-357-5161

Michelle Marchante:

305-376-2708

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, January 8, 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:

RESOLUTION/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OF A REQUEST FROM NFI RECYCLING CORP. (C/O NELSON FUENTES LARA) AND 25th AVE. WAREHOUSE LLC (C/O MARIANELA SANDIGO) TO GRANDFATHER, AS A NON-CONFORMING USE, A SCRAPMETAL YARD, SUBJECT TO CERTAIN CITY REQUIRED CONDITIONS FOR THE PROPERTY LOCATED AT 14569 NW 25th AVE. AND IDENTIFIED BY FOLIO 08-2122-002-0430 IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

SECOND READING ORDINANCES/PUBLIC HEARINGS:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RECOMMENDING APPROVAL OR DENIAL OF A REQUEST 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 (first reading/public hearing held on December 11, 2019).

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AMENDING CHAPTER 17, ARTICLE III OF THE CITY'S CODE OF ORDINANCES ENTITLED "PLANNING AND DEVELOPMENT" TO INCLUDE NEW DIVISION 3 TO BE ENTITLED "UNITY OF TITLE"; PROVIDING A DEFINITION FOR OF UNITY OF TITLE; ESTABLISHING REQUIREMENTS AND PROCESS FOR UNITY OF TITLE; AMENDING SECTION 2.655(GG) OF THE CITY'S CODE OF ORDINANCES TO INCREASE THE FINE FOR UNITY OF TITLE APPLICATION FROM \$200.00 TO \$500.00; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on December 11, 2019).

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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

RUN THE CITY
FEEL THE VIBES!

KINGSTON CITY MARATHON

1/2 MARATHON | 10K | 5K

MARCH 15, 2020

COME RUN IN JAMAICA!

GREAT ACCOMODATION PACKAGES
AND CITY TOURS AVAILABLE!

MARCH 13th: WELCOME PARTY

MARCH 14th: LIFESTYLE & FITNESS EXPO

MARCH 15th: RACE DAY | AWARDS CEREMONY

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WWW.KINGSTONCITYRUN.COM

HCPmedia
www.ourjamaica.com

EXHIBIT "A"

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

UNITY OF TITLE

WHEREAS, the undersigned is the Owner of the properties described as:

Folio

Address

Legal Description

Folio

Address

Legal Description

Folio

Address

Legal Description

Also known as _____ Miami-Dade County, Florida, and

Owner recognizes and acknowledges that for the public health, welfare, safety or morals, the herein-described property should not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use as described in the City approved site plan, and

In consideration of _____
and for other good and valuable consideration, Owner hereby agrees to restrict the use of the subject property in the following manner:

That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.

Owner further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and may be recorded, at Owner's expense, in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, their heirs, successors, personal representatives and assigns and upon all mortgagees or lessees until such time as the same may be released in writing by the Director of the Planning & Community Development Department, or in the absence of said person by a majority vote of the City Commission. Further provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

City Use Only

Verified by _____ Accepted
by: _____

[Execution Pages Follow]

[Unity of Title.doc (12/11/19)]



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:	11-13-19		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance X
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance/Resolution Reading: <i>(Enter X in box)</i>	1st Reading X	2nd Reading X
		X	Public Hearing: <i>(Enter X in box)</i>	Yes X	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept)</i> Ex: PTP		Advertising Requirement: <i>(Enter X in box)</i>	Yes X	No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No X	RFP/RFQ/Bi#: N/A		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☒ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communcation ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department: Planning & Community Development	City Manager	

Short Title:

An Ordinance Of The City Commission Of The City Of Opa Locka, Florida, Recommending Approval Or Denial Of An Amendment To The City Code Of Ordinance, Chapter 17 – Planning And Development, Article Iii – Subdivisions And Platting, Division III Unity Of Title And Covenant Agreements, Providing For Definitions; Definition Of Unity Of Title; Establishing Requirements And Process For Unity Of Title; Covenants In Lieu Of Unity Of Tile; Payment Of Costs, Expenses; Containing A Severability Clause; And Providing For An Immediate Effective Date.

Staff Summary:

The Planning & Community Development Department Director has received requests for a unity of title process by the City of Opa-locka because Miami-Dade County no longer processes these requests and covenants in lieu of unity of title, and the requirements and the process. The Planning & Community Development Department Director has determined that this amendment is consistent with the City of Opa-locka Comprehensive Plan.

The City Commission of the City of Opa-locka will conduct a public hearing on this ordinance and The City Commission of the City of Opa-locka has determined that the following this amendment will promote and protect the general health, safety, and welfare of the residents of the City of Opa-locka. The Planning & Community Development Department recommends the following amendment:

Chapter 17, Planning and Development, Article III, Subdivisions and Platting is hereby amended to provide the requirements and the process for unity of title, and covenants in lieu of unity of title by adding the following:

ARTICLE III SUBDIVISIONS AND PLATTING,

DIVISION III- UNITY OF TITLE AND COVENANT AGREEMENTS

Sec. 17-49. - Definition of unity of title.

A written agreement executed by and between a property owner and the City of Opa-Locka, Florida, whereby the property owner for a specified consideration by the city agrees that the lots and or parcels of land constituting the building site shall not be conveyed, mortgaged and or leased separate and apart from each other and that they shall be held together as one (1) tract. Such unity of title shall be recorded in the Public Records of Miami-Dade County, Florida, and shall run with the land and shall be binding upon the property owner(s), their successors and assigns.

Sec. 17-50 When required.

As a prerequisite to the issuance of a building permit, the owner in fee simple title shall submit a unity of title in recordable form to the Planning and Community Development Department providing that all of the property encompassing the building site upon which the building and appurtenances are to be located shall be held together as one (1) tract of land and providing that no part or parcel shall be conveyed or mortgaged

separate and apart from the building site, as set forth under the site plan and the building permit(s) in the following cases:

- (a) Whenever the required off-street parking is located on contiguous lots or parcels or is located offsite, as provided for under section 918 (substitute Ordinance 15-31 Article VI and add as an amendment Miami-Dade County Section 918 for Off-Site Parking) of this ordinance
- (b) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) lot or parcel and accessory use buildings or structures are located on the remaining lot or parcel comprising the building site.
- (c) Whenever the building site consists of more than one (1) lot or parcel and the main building is located on one (1) or more of the lots or parcels and the remaining lots or parcels encompassing the building site are required to meet the minimum zoning requirements.
- (d) Whenever a building is to be constructed or erected upon a lot or parcel which is larger in frontage, depth and/or area than the minimum required by the zoning ordinance and which lot or parcel would be susceptible to further re-subdivision in accordance with the zoning ordinance and subdivision provisions of the City Code.
- (e) Whenever the City of Opa-Locka provides that a unity of title shall be executed as a condition for the granting of a variance or permit(s).
- (f) Whenever a unity of title is specifically required by an ordinance or resolution passed and adopted by the city commission.
- (g) Whenever a site plan (building site) consists of more than one (1) platted lot.

Sec. 17-51 Specific requirements.

- (a) The owner shall provide a certificate of ownership by way of an opinion of title from an attorney licensed to practice law in the State of Florida. Said opinion of title, which shall be from the point of beginning, shall be based upon an abstract brought up within ten (10) days of the requirement that such unity of title be recorded.

(b) The opinion of title shall include the names and addresses of all mortgagees and lien holders, the description of the mortgages and/or liens and the status of all real estate taxes due and payable.

(c) The unity of title shall be executed with the same formality and manner as a warranty deed under the laws of the State of Florida.

Sec. 17-52 Approval - Release - Recording

The unity of title shall be subject to approval by the city attorney as to form and content.

Release.

Any unity of title required by this section shall not be released except as specified in the legal instrument used to record said unity of title; any unity of title agreement which does not contain a release clause or procedures for release, may be released by the zoning administrator, in a form acceptable to the city attorney, upon a determination by the zoning administrator that the unity of title agreement is no longer necessary; in the absence of such a determination, the unity of title shall be released only by resolution passed and adopted by the city commission. Releases approved pursuant to this section shall be recorded in the public records of Miami-Dade County, Florida, at the property owner's expense.

Recording.

The owner shall pay the fee as required by (section 2-655), item (gg) of the City Code of the City of Opa-Locka for recording the unity of title in the Public Records of Miami-Dade County.

Covenant in lieu of unity of title, when available.

Whenever unity of title is required, pursuant to section 17-49 of this ordinance, a covenant in lieu thereof shall be acceptable provided that said covenant conforms to all of the following requirements:

(a) Where multiple buildings on a single site exist, or for properties which contain multiple owners on a single site, the city may accept a covenant in lieu of unity of title. The acceptance of said covenant shall require the approval of the directors of the public works, planning and community development, and building departments or their designees. The acceptance of a

covenant in lieu of unity of title will not constitute a subdivision of land for purposes of this chapter. The directors or their designees shall evaluate the request for submittal of a covenant in lieu of unity of title and the information supplied with regard to its effect on the health, welfare and safety of the community. In evaluating the request, the directors or their designees may confer with representatives of other departments or agencies, as may be necessary.

(b) If there is a negative effect on the health, welfare or safety of the community, the request for submittal of the covenant in lieu of unity of title shall be denied.

(c) If there is no negative effect on the health, welfare, or safety of the community, the directors or their designees may approve the covenant in lieu of unity of title.

(d) In determining whether a negative effect on the health, welfare or safety of the community exists, the directors of the public works, planning and community development, and building departments shall review the effect of:

(1) The ingress and egress to the subject property and structures with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or other emergency.

(2) The off-street parking and loading facilities as related to adjacent streets, with particular reference to automotive and pedestrian safety, convenience, internal traffic flow and control, arrangement in relation to access in case of fire or other emergency, and screening and landscaping.

(3) The utilities of the subject property, and

(4) The maintenance of the subject property.

(e) A covenant in lieu of unity of title shall not be accepted for residential properties which are zoned R-1 (single family residential) or R-2 (two family residential).

(f) The covenant in lieu of unity of title, approved for legal form and sufficiency by the city attorney, or designee, shall run with the land and be binding upon the heirs, successors, personal representatives and assigns, and upon all mortgagees and lessees and others presently or in the future having any interest in the

property. The covenant in lieu of unity of title shall contain the following elements:

(1) That in the event of multiple ownership subsequent to the approval of the covenant in lieu of unity of title, each of the subsequent owners shall be bound by the terms, provisions and conditions of the covenant. The owner shall further agree that he or she will not convey portions of the subject property to such other parties unless and until the owners and such parties shall have executed and mutually delivered, in recordable form an instrument to be known as an "easement and operating agreement" which shall contain, among other things:

- (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
- (ii) Easements in the common area of each parcel for the passage and parking of vehicles;
- (iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
- (iv) Easements for access roads across the common area of each parcel to public and private roadways;
- (v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
- (vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
- (vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footing, supports and foundations;
- (viii) Easements on each parcel for attachment of buildings;
- (ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from

adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;

(x) Appropriate reservation of rights to grant easements to utility companies;

(xi) Appropriate reservation of rights to road rights-of-way and curb cuts;

(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

(xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

These provisions or portions thereof may be waived if approved by each of the directors of public works, planning and community development, and building, provided the provisions are inapplicable to the subject property. In addition, such easement and operating agreement shall contain such other provisions with respect to the operation, maintenance and development of the property as to which the parties thereto may agree, and such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the directors of public works, planning and community development and building departments, all to the end that although the property may have several owners, it will be constructed, conveyed and operated in accordance with an approved site plan. The multiple owners may, by mutual agreement, allocate among themselves and the parcels owned by them, set back, parking, open spaces, floor to area ratio and similar governmental requirements, and these allocations shall be honored in connection with requests for future site plan changes.

(2) The covenant in lieu of unity title shall be in effect for a period of thirty (30) years from the date the documents are recorded in the public records of Miami-Dade County, Florida, after which time they shall be

extended automatically for successive periods of ten (10) years unless released in writing by the owners, provided however, that with respect to any portion of the subject property or which a condominium, homeowners or other similar association then exists, the instrument of amendment, modification or release shall be executed by such association (in accordance with its governing documents) in lieu of the fee owners of such portion of the subject property, and except for modifications or amendments for which joinder as hereinafter provided is not required as afore stated, provided each of the directors of the public works, planning and community development and building departments also execute the instrument of amendment, modification or release upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

Sec. 17-53 *Recorded agreements between parties superseded by covenants in lieu of unity of title.*

Whenever a covenant in lieu of unity of title is produced which makes specific reference to and provides conditions, requirements and limitations for any characteristic or aspect of use pertaining to the subject property, such document shall supersede any other existing agreements regulating such matters, or shall be accepted as a substitute for any agreements required from the applicant pertaining to joint or shared facilities.

Sec. 17-54 *Zoning covenants; release.*

Whenever a covenant is required for zoning purposes, its release shall be as specified in the legal instrument used to record said document. Any covenant which does not contain a release provision may be released by the zoning administrator, in a form acceptable to the city attorney, upon a determination that the covenant is no longer necessary. In the absence of such a determination, the covenant shall be released only by resolution passed and adopted by the city commission. Releases approved pursuant to this section shall be recorded in the public records of Miami-Dade County, Florida, at the property owner's expense.

Proposed Action:

Staff has recommended approval of this Request.

Attachment:

DRAFT Ordinance

OFFICIAL CITY ACTIVITIES / EVENTS



Announcement of Closed Door Executive Session
CITY OF OPA-LOCKA
NOTICE OF CLOSED ATTORNEY-CLIENT SESSION

NOTICE IS HEREBY given that a private closed Attorney-Client Session, pursuant to §286.011 Florida Statutes will be held in the Commission Chambers, Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-Locka FL, on **Wednesday, January 8, 2020 at 6:00 p.m.**, or will be moved to an adjoining room within the building where the auditorium is located. The purpose of the meeting is to discuss the following pending litigation matter:

Joseph Barton et al v. City of Opa locka, in the 11th Judicial Circuit, Case #2016-011180-CA-01.

The following individuals will attend: Mayor Matthew A. Pigatt, Vice Mayor Chris Davis, Commissioner Joseph L. Kelley, Commissioner Sherelean Bass, Commissioner Alvin Burke, City Manager John Pate, City Attorney Burnadette Norris-Weeks, Assistant City Attorneys, Michelle Austin Pamies, Lisa Crawford, Candice Cobb; and On the Record Court Reporting.

The estimated length of the attorney-client session will be one (1) hour.



CITY OF OPA-LOCKA, FLORIDA NOTICE TO THE PUBLIC

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JOIN ME, COMMISSIONER JOSEPH L. KELLEY FOR

Meet Me Monday



Commissioner
Joseph L. Kelley

**In "The Great" City of Opa-locka
Mayor and City Commission**



LISTEN TO COMMUNITY CONCERNS
ENCOURAGE
ADDRESS IMPORTANT TOPICS
DISCUSS NEIGHBORHOOD IMPROVEMENT

DO YOU HAVE QUESTIONS?
DO YOU WANT ANSWERS?
NEED TO SEEK SOLUTIONS?

January 13, 2020 at 6 PM

Helen L. Miller Center

2331 NW 143rd ST

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."





The City of Opa-locka



Mayor and Commission



FOOD DISTRIBUTION

Hosted by: Commissioner Joseph L. Kelley and
Commissioner Alvin Burke

January 17, 2020

10:00AM

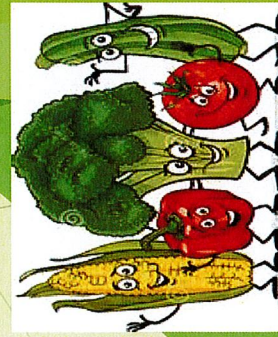
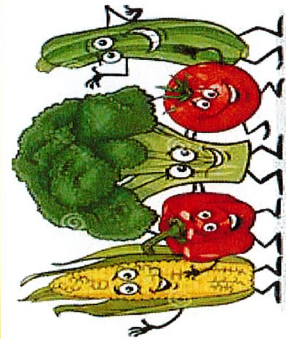
(While supplies last) at

SHERBONDY PARK PAVILION

215 Perviz Ave.

(Bring Your Own Bag)

FOR MORE INFORMATION CALL (786-338-6179) TWEET @jkelleyOL



City of Opa-locka

Annual
**MARTIN
LUTHER
KING JR
WALK**



I have a dream!

Hosted by Commissioner Joseph L. Kelley
"In Memory" of the Founder Commissioner Ollie B. Kelley



**SATURDAY
JANUARY 18TH**

9:00 AM

Phone: (786) 338-6179

Come celebrate at the MLK Jr Walk
including a community kickball game with
the Opa-locka Police Department

We will begin on the corner of NW 151st Street and NW
27th Avenue and proceed West to President Obama²⁶⁹
(Perviz) Avenue then South to Sherbondy Village