

City of Opa-locka

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



REGULAR COMMISSION MEETING Agenda

**Wednesday, July 28, 2021
7:00 PM**

City Commission

**Mayor Matthew A. Pigatt
Vice Mayor Veronica J. Williams
Commissioner Alvin Burke
Commissioner Chris Davis
Commissioner John H. Taylor Jr.**

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 their full name and address, and the name and address of the organization they 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 becomes boisterous while addressing the Commission, shall be declared to be out of order by the presiding officer, and shall be barred from future audiences before the Commission by the presiding officer, unless permission to continue or again address the Commission is granted by a 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:

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.

Procedures for Public Participation

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by 7:00 p.m. on the scheduled meeting date via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

“The Great City”

**AGENDA
REGULAR COMMISSION MEETING**

July 28, 2021

7:00 P.M.

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

Presentation by City of Opa-locka Human Resources Department
Honoring Class of 2021 graduates

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

7. APPROVAL OF AGENDA:

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – June 23, 2021
Special Commission Meeting Minutes – July 9, 2021

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

10. PUBLIC PRESENTATIONS:

1. Donna Grace, P.E.
EAC Consulting, Inc.
re: Update on Stormwater Master Plan Project

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

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

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ESTABLISHING A CITY SPECIAL EVENTS LIST FOR THE 2021-2022 FISCAL YEAR AND A BUDGET; ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager* **Deferred from RCM 07/14/2021**

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.6500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR (FY) 2021-2022; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FY 2021-2022; DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF REVENUE, PROPERTY TAX OVERSIGHT, TRIM COMPLIANCE SECTION; 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, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2021-2022; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1st AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2021-2022; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR REMOVAL OF UNDERGROUND STORAGE TANKS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE PROPOSAL AND EXECUTION BY THE CITY MANAGER OF AN AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND LEXIPOL, LLC; AUTHORIZING PAYMENT IN THE AMOUNT OF FIFTY-THREE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$53,962.35); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK AN EXISTING CONTRACT WITH THE CITY OF NORTH MIAMI FOR SURPLUS AUCTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR THE INSTALLATION OF A NEW SIDEWALK IN THE TOWN CENTER AREA, IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SEVEN THOUSAND TWO HUNDRED NINE DOLLARS (\$257,209); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

8. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE ASSESSMENT AND EVALUATION PROJECT AGREEMENT FOR CAIRO LANE, NW 127TH STREET AND ALEXANDRIA DRIVE TO INCREASE THE PROJECT SCOPE OF WORK, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), AND EXECUTE CORRESPONDING AGREEMENT HL136, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; 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, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
Deferred from RCM 07/14/2021

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*
Deferred from RCM 07/14/2021

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC. TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on July 14, 2021). *Sponsored by City Manager*

C. RESOLUTION(S)/PUBLIC HEARING:

17. CITY MANAGER'S REPORT:

18. OFFICIAL BOARD REPORTS:

19. FUTURE AGENDA ITEMS:

20. MAYOR/COMMISSION REPORTS:

21. OFFICIAL BOARD APPOINTMENTS:

Civil Service Board

1 individual appointment (Commissioner Taylor)

1 individual appointment (Vice Mayor Williams)

1 individual appointment (Mayor Pigatt)

Historic Environmental Preservation Board

2 at-large appointments

Fair Housing and Nuisance Abatement Board

1 individual appointment (Commissioner Taylor)
1 individual appointment (Vice Mayor Williams)
1 individual appointment (Mayor Pigatt)

Community Relations, Recreation and Activities Board

1 individual appointment (Commissioner Taylor)
1 individual appointment (Commissioner Davis)
1 individual appointment (Vice Mayor Williams)
1 individual appointment (Mayor Pigatt)

Planning & Zoning Board

1 at-large appointment

22. ADJOURNMENT:

SCHEDULE OF FUTURE WORKSHOPS/OFFICIAL ACTIVITIES

- A. City of Opa-locka and Feeding South Florida Drive-Thru Food Distribution, **every 2nd and 4th Tuesday** from 9:00 a.m. – 11:00 a.m., Sherbondy Village Park, 215 Perviz Avenue, Opa-locka, Florida.
- B. Opa-locka Community Redevelopment Agency Meeting, Tuesday, **July 27, 2021** at 5:30 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- C. City of Opa-locka Get Fit Health & Wellness Fair, Saturday, **July 31, 2021** from 7:30 a.m. – 1:00 p.m., Helen L. Miller Center, 2331 NW 143 Street, Opa-locka, Florida.
Hosted by Commissioner John Taylor
- D. Community Talk with Commissioner John H. Taylor, Thursday, **July 29, 2021** at 6:00 p.m., Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida.
- E. City of Opa-locka Human Resources Department presents “Who wants to work Wednesdays” Open House, **every Wednesday** from 10:00 a.m. – 11:30 a.m., Opa-locka City Hall, 780 Fisherman Street, 1st Floor lounge, Opa-locka, Florida. Offering on the spot interviews.

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

APPROVAL OF MINUTES

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
REGULAR COMMISSION MEETING
June 23, 2021
7:00 P.M.

1. CALL TO ORDER:

Mayor Pigatt called the meeting to order at 7:09 p.m. on Wednesday, June 23, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Alvin Burke, Commissioner Chris Davis, Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Commissioner John H. Taylor Jr. arrived at 7:53 p.m. Also, in attendance were: City Manager John E. Pate, City Attorney Burnadette Norris-Weeks, Assistant City Attorney Candice Cobbs and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. AWARDS/PROCLAMATIONS/ACKNOWLEDGMENTS:

There were none.

Mayor Pigatt acknowledged the passing of Dr. Musgrove, mother of former City of Opa-locka Commissioner Sherelean Bass.

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

City Manager Pate requested the deferral of Agenda Items 15-A-3 and 15-A-4, until the next Regular Commission Meeting.

City Clerk Flores informed the Commission that the next Regular Commission Meeting is scheduled on July 14th. She also stated that Vice Mayor Williams withdrew Agenda Item 13-5.

It was moved by Vice Mayor Williams, seconded by Commissioner Davis to approve the consent agenda.

The motion passed by a 4-0 vote.

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Not Present
Mayor Pigatt	Yes

7. APPROVAL OF AGENDA:

It was moved by Commissioner Burke, seconded by Vice Mayor Williams to approve the agenda.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Not Present
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

8. APPROVAL OF MINUTES:

Regular Commission Meeting Minutes – May 26, 2021

It was moved by Vice Mayor Williams, seconded by Commissioner Burke to approve the minutes of the Regular Commission Meeting on May 26, 2021.

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

Commissioner Davis	Yes
Commissioner Taylor	Not Present
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	Yes

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

There were none.

10. PUBLIC PRESENTATIONS:

Mayor Pigatt recognized Florida State Representative James Bush for his public presentation. Because Representative Bush was not present, the Mayor stated the Commission would come back to him. He then recognized Katherine Beck of Florida Main Street for her public presentation.

Florida Main Street Program Coordinator Katherine Beck introduced the Commission to the program of the Florida Department of State's Division of Historical Resources, explaining that it is economic development within the context of historic preservation.

Mayor Pigatt thanked Florida Main Street Program Coordinator Katherine Beck and recalled that when she spoke about the program, she said it needs community engagement to be successful. Acknowledging the political changes on the dais, the Mayor stated that the Commission wants to bring in a downtown that creates more jobs while respecting and honoring the City's historic architecture. The Mayor suggested establishing a separate board to make sure it is successful. He pointed out that the Commission has Ms. Beck's slides and said they would be posted on the website, adding that the Commission looks forward to further engagement. Mayor Pigatt then recognized Florida State Representative James Bush for his check presentation.

Florida State Representative James Bush stated that he wanted to address the Commission before the check presentation.

Mayor Pigatt stated that Florida State Representative James Bush had the floor to address the Commission.

Florida State Representative James Bush provided the Commission with a legislative update and then presented the check with the funding from the State.

Commissioner Burke thanked Florida State Representative James Bush from the bottom of his heart. The Commissioner recalled sitting in McDonald's with the Representative, to talk about the money for the Police Station, and he said he recognized that he made it happen. He said that he thought the Representative was talking up dirt when he said he would go up to Tallahassee and bring the money back for a new Police Station, but he said that he did his due diligence. The Commissioner stated that he can't remember the last time a Representative brought money from Tallahassee to Opa-locka, adding that he knows the City has somebody in Tallahassee that is looking out for it.

Vice Mayor Williams stated that she followed Commissioner Burke's sentiments exactly. The Vice Mayor said that it had been such a long time since the City had seen money and characterized it as a game changer. She also shared that she saw the Representative attending many high school graduations, after he was fighting for Opa-locka in Tallahassee during the legislative session. Vice

Mayor Williams concluded by thanking Representative Bush for being a leader and mentor to all the members of the Commission.

Commissioner Davis echoed his colleagues' sentiments by thanking Florida State Representative James Bush. The Commissioner stated that the Representatives' presence is always valued in the City of Opa-locka, acknowledging that he can always be depended upon whether the conversation is about those who want to dissolve the city or dealing with flooding in an area of the community. Expressing appreciation for the Representative's support and his continued efforts, the Commissioner stated that the legislative allocation was a yeoman's task that was years in the making, recognizing that he made it possible to reach the point to bring the resources into the community.

Mayor Pigatt stated that when a man brings home \$1.1 million, you must give that man the floor and called for another round of applause for Florida State Representative James Bush. The Mayor noted that clapping is usually not part of the Commission's decorum but declared that this was a special time to celebrate the Representative and what he brought home to the City of Opa-locka. He pointed out that the Representative has been doing this for decades and said the Commission is happy that the Representative went up to Tallahassee and knocked it out of the park, to bring home the funds needed to build the Police Station and develop programs for the youth. The Mayor also acknowledged that the Representative was having weekly meetings in Glorietta Gardens to assist with the flooding in that community among all the other things he does throughout the district and thanked him for all the work he puts in on behalf of the people of the City of Opa-locka.

11. CITIZENS' FORUM:

(Opportunity for discussion of any concerns – please limit to 3 minutes)

Mayor Pigatt opened the Citizens' Forum.

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

Mr. Jeff Stanley stated that he has worked very closely over the last several months with Florida State Representative James Bush, City Manager John Pate, Mayor Matthew Pigatt, Public Works Director Airia Austin and the new Chief of Police and reported seeing a dramatic improvement with crime, flooding and some of the other things that are going on. He shared that they have been incredibly helpful and available for any issues they have had.

Sandra Brown of 2480 NW 141st Street, Opa-locka, FL 33054 asked why a letter was sent out about putting the \$6 monthly stormwater management charge onto the property tax bill. Ms. Brown noted that the \$6 is still on the water bill that she just received, asking when it would stop being charged on the monthly bill and why it needed to change. She pointed out that the letter stated that failure to pay the assessment would cause a tax certificate to be issued against the

property, which may result in the loss of title. Ms. Brown expressed those taxes are high enough as it is and that she just wanted to understand why the Commission was doing this.

Mayor Pigatt reminded the public that the Commission is unable to answer questions while citizens are at the microphone, but they will have some time at the end of Citizens Forum for the Commission and City manager to address the issues.

Carol Douglas of 13735 NW 23rd Avenue piggybacked on the concerns expressed by Ms. Sandra Brown, and inquired about the letter she received, asking why Opa-locka is transferring the stormwater management fee to the tax bill. Ms. Douglas reported that she sees a lot of flooding in the area where she is and asked what is in place and what is going to change to help with the mitigation of flooding. She shared that she had a lot of flooding in her house from the last major rainstorm in November of last year and would like to understand what difference it will make to transfer the stormwater management fee to the tax bill.

Natasha Ervin of 670 Dunad Avenue thanked Commissioner Burke, Vice Mayor Williams, Commissioner Davis and everybody that came out for the Father's Day Fish Fry, stating that it was amazing. Ms. Ervin also expressed having been perturbed by Florida State Representative James Bush being denied three extra minutes, asserting that she could not believe it under any circumstances. She said that she didn't care what the agenda said or what the meeting was about, and that if somebody is coming to bring you some money, they should be allowed to talk for two hours, and she would sit there and listen for that kind of money. Characterizing it as disrespectful, Ms. Ervin said she apologized to Representative Bush and told him that he was a true man of God. She said that nobody cares about Opa-locka, and that denying three minutes to someone that does care about Opa-locka, wasn't right. Ms. Ervin stated that she thinks she knows why it was done and offered to share it after the meeting. She also thanked City Manager Pate for doing what needs to be done to keep the City going. Ms. Ervin concluded by saying that she doesn't like the color of the pool and that they need to get it right.

Ms. Dottie Johnson of 13724 NW 22nd Place stated that she too wanted to publicly apologize to Florida State Representative Bush for what she characterized as unprofessional conduct from the leadership that she said was condoned. Ms. Johnson recalled hearing a lot of talk about outsourcing and asserted that it is not going to happen. She added that if the Commission lets it happen on their watch, she said that she is glad the election is coming up in 2022. Sharing her recollection of what happened with Waste Management, Ms. Johnson said they promised to hire the people, then she said they hired them for a month and found every reason to let them go. Urging the Commission to not get fooled, she stressed that the residents need services and people that are going to look out for them. Ms. Johnson also expressed her opinion that the Management Agreement is unattainable and that she is glad that some of the members of the Commission are saying no to it. Describing herself as a trained and certified human resource professional, she stated that you cannot add elements once you have agreed to it. Stating that she feels like

sometimes she is talking to the wall, Ms. Johnson said she did not want to waste her time going to the workshop but did look at it and noted that she had never seen the public providing input before staff presentations, saying that there have been a lot of changes. Ms. Johnson also reminded the Commission that she has asked several times for a member of the Commission to sponsor an ordinance to look at legislation to have elections by district seats. She said that many candidates come from one side to lie to the people on the other side and asserted that they don't need anybody lying to them, and just need to know who they are and what they are doing. Recalling having seen a few of the members of the Commission visiting residents in golf carts, she encouraged them to rent a golf cart and talk to the residents, just like they do every election because they don't want to see them after the election. Ms. Johnson also remembered that the Commission approved tree trimming last year and stated that all the tree trimming is not needed because Opa-locka is a USA Tree City. She also said that trimming and cutting are two different things. Recommending that the Commission look at the City of Miami Gardens corrections agreement, she said they started with their correction agreement at the same time as the City of Opa-locka, and suggested they look up what happened. Stating that there is a lot of low-hanging fruit, Ms. Johnson asserted that a beautiful city is needed. Adding that they want to know what the Commission is doing with their taxpayer dollars, she concluded by stating that the Commission cannot put everything on the Manager.

Brian Dennis of 821 NW 54th Street commended the City Manager's Office for its dedication and service to the City. Mr. Dennis also stated that Commissioner Burke is right in stating that Opa-locka hasn't had one state representative bring any money from Tallahassee to the City in 34 years. He said that what Florida State Representative Bush won't tell them is that outside of the state colleges, the four private black colleges, including Florida Memorial, Bethune-Cookman and Edward Waters, are funded through the Governor's office because the Representative pushed for that. Mr. Dennis asserted that when people are talking about bringing money and value to the City, they need to be able to leverage that money and be able to look at what's going on in the City. Addressing the discussion about outsourcing, he recalled that there were two garbage companies in the City at one time, and that people got hired and fired. Mr. Dennis stressed the importance of appearing in front of the Charter Review Board, to ask them to include a percentage for hiring of residents, stating that it would not force anyone to do anything when the Commission legislates by law. He stated that the key to everything that builds economics in the City, is legislating everything by law without twisting anybody's hand. Mr. Dennis added that the 2002 County First Program was introduced when he was the president of Brothers of the Same Mind and as a result, they got the Community Workforce Program. He said that when Opa-locka created 95-6, it became the first City ordinance in Miami-Dade County that had strict intentions to hire residents and suggested that the Commission go back to revisit it. Mr. Dennis expressed his support of the Commission and Teen Up-Ward Bound. He also recalled that the last time Opa-locka had an advertisement out for bus benches, the Commissioners put their faces all over them, and he said that they were the same ones who dug the City into the ground. Mr. Dennis urged the Commission to not put their faces on the bus benches to advertise. He said that they haven't done anything yet,

and that everybody on the Commission is new. Mr. Dennis stated that it takes three to five years to see what a business is going to do, and that some of the members of the Commission were elected two years ago while others were elected four years ago but said that he feels they all just got there, and nothing has been accomplished. He concluded by tipping his hat to the City Manager and Commissioner Burke for a great job.

Lamar Cruse of 21001 NW 31st Avenue in Miami Gardens and 13831 NW 24th Avenue stated that he came to speak about putting money back into Opa-locka. Mr. Cruse noted that the alleyways haven't been cut for a while and said that is good because the crew that was being used was sending money outside of Opa-locka. Recalling having spoken about this months ago, Mr. Cruse suggested hiring from inside Opa-locka to keep the money inside the City and hold the community together. He said that the crew that used to come didn't speak English, and he told them to make sure the road was clear instead of throwing stuff on the road for the City to pick up. Mr. Cruse added that if you stay in Opa-locka, you have more respect and you know that the City is going to fine you. He concluded by suggesting that the Commission put money back into the City by hiring the people of Opa-locka.

Derek Hunter of Real is Rare Charity stated that he used to have the complex center where he had kids coming to the community center, but he recently found out that the second floor is now closed, and he has nowhere to bring the kids. Mr. Hunter explained that it is more important than ever to provide a safe haven for the youth, pointing out that there are not many places with open doors for them. He said that home is a resting place to see parents and loved ones, but that there is a need for a place where kids can build and empower their community with their peers. Mr. Hunter also said that there is no safe place for kids where they can thrive and learn with their peers as they build self-esteem. He asserted that community centers are the building block to help bridge the connection among the youth. As an example, Mr. Hunter said that if a kid from Overtown likes the program that is being offered and attend with a kid from Opa-locka, they will build their own sense of community and won't want to hurt each other when they cross paths again in life because of the chance they had to build and grow together. He assured the Commission that the programs will not harm anyone. Mr. Hunter stated that the community center being sought can help with the divide in the community and will also help keep the youth alive. He said that everyone would know that the community center is a safe place where they can become the next change makers and innovators. Mr. Hunter asked the Commission to help him build the connection with the youth and the community. He also encouraged the Commission to consider that adults are looking to volunteer as mentors to invest in kids, and who want to provide service, and the community center can be a place for them to come and serve the community. Mr. Hunter asked for Opa-locka to donate a building so that change can be created within the community. He said that he is that boy who decided to make a change, recalling that he had a choice and that he wanted to show that he chose to invest back into his community. Lamenting that kids are being lost at an alarming rate, he concluded with a passionate assertion that something needs to be done.

D.L. Parrish of 14310 NW 16th Court in unincorporated Miami-Dade County stated that she grew up in Opa-locka and played in Sherbondy Park, where she was also a cheerleader, and her father was the dojo coach, when they offered karate. Ms. Parrish said that Opa-locka no longer has anything but the support of its State Representative and the City Manager and all that the Commission wants to put into the City. She joined community leader Derek Hunter in stating that she would like to see a community center because it is needed. Ms. Parrish shared that she lost a brother who played football at Opa-locka Park, recalling that they had picnics during which they picked up bottles and traded them in for 10 cents. She expressed her love for the City of Opa-locka. As a parent who has not lost a child but who is a friend to many who have, Ms. Parrish asserted her love for the children and said she would like to see the City pour into the children and parents, because she said that they are hurting parents who have nothing but each other. Urging everyone to come together and remember the community they had back in the day, she asked the Commission to consider donating a place where she and Mr. Derek Hunter can rebuild the children, parents and community to make a better day for tomorrow.

Chris Roberts of 1980 Rutland Street stated that she is concerned for the kids, but she asserted that the City doesn't need anybody getting free space. Ms. Roberts said that the City should be open to anybody who wants to pay under a contract. She added that she wants to save the kids and suggested that she will save hers and others can save theirs, with everybody coming together as a community.

With there being no additional members of the public to address the Commission, Mayor Pigatt closed the public input portion of Citizens' Forum.

Mayor Pigatt asked City Manager Pate to address the flooding and stormwater concerns. The Mayor acknowledged that the Commission was going to talk about it later but noted that it was towards the end of the agenda.

City Manager Pate stated that the reason the stormwater fees are being transferred from the water bill to the property tax assessment is because the collectability of the funds has made it very difficult for the City to plan stormwater infrastructure projects. Mr. Pate explained that in addition to the public hearing on the agenda item, the City was also required to send every resident that is going to be affected, a letter delineating the liability of the assessment being switched over. He offered assurances that no resident will be charged on their water bill and then on their tax bill because it is a transitional process. Mr. Pate said that once everything is approved by the Commission and it goes to the assessor's office, the stormwater fee will immediately stop being added to the water bill and will begin being added to the yearly tax assessment. He re-asserted that the proposed change is purely because of collectability and stated that it will provide the City with the funding to do proper stormwater planning moving forward.

Mayor Pigatt opened the floor for any of his colleagues to make comments on the statements made during Citizens' Forum.

Commissioner Davis addressed the comments made by Mr. Brian Dennis & Mr. Lamar Cruse about opportunities for residents to participate in the beautification process. The Commissioner offered assurances that the Commission is looking at those things internally, pointing out that going through the procurement process presents many challenges. He stated that the Commission is committed to hiring residents. The Commissioner shared that the City will be putting forth a summer project to hire local youth between the ages of 18 - 24, with some of the money that was received through Miami-Dade County's CARES Act reconciliation. He said that the Commission is always looking to involve the youth in meaningful work in the community, acknowledging that oftentimes there are not as many of those opportunities as the Commission would like. The Commissioner stated that the Commission is putting forth the effort to engage the youth and residents with meaningful opportunities. He also directly addressed Mr. Dennis' point about ensuring that developers hire residents, acknowledging that Mr. Dennis disagrees with him, but asserting that the City can't legally require any segment of a population to comply with a standard. As an example, the Commissioner pointed out that he moved to repeal the saggy pants ordinance and any law that he felt disproportionately impacted a specific subsection of the population. He said that the City can encourage developers to hire residents, the challenge is that it can't be mandated. The Commissioner reported that the City Attorney has agreed to meet with the members of the Commission individually, to put something with a little more teeth into effect. Commissioner Davis concluded by stating that the City's revitalization effort is a work in progress, and that the Commission is committed to engaging both young and old members of the community in the process.

Mayor Pigatt thanked all the Citizens that came before the Commission, welcoming them to continue joining the Commission to discuss problems, especially major issues like the City's stormwater plan. Recognizing that flooding is one of Opa-locka's four major challenges, he said that it was declared an emergency and the City Manager and City staff were tasked with coming up with plans to address it. The Mayor pointed out that when the Commission looks at these challenges, it fundamentally always comes down to finances. He stated that almost 40% of Opa-locka's properties were not paying their fair share of the stormwater fees through the water billing process, and as a result, the City's staff proposed to transfer it to the tax bill so that the collections of the stormwater fee could increase to 95%, bringing in at least \$1 million in additional revenues. The Mayor also said that an assessment of the City's stormwater system was done, and the Commission is in the process of getting the report so that they can put together capital improvement projects. Noting that once the projects have been proposed, the City is going to need the funds to execute them, he added that residents and commercial property owners must do their part to fund the projects. The Mayor also offered assurances that the Commission is working with State and Federal representatives to bring funds to Opa-locka to address the stormwater challenges. He also suggested that those interested in being engaged in the City through mentoring, should share their ideas with Parks & Recreation Director Delven Patterson and should also continue engaging with the Commission. The Mayor pointed out that the Commission meeting was and is always held at Sherbondy Village Community Center and asserted that the Commission wants to make sure that

all the facilities throughout the City are utilized. He concluded by once again thanking everyone for coming to the Commission meeting, and urged them to come back, question, challenge and hold them accountable as officials who were elected to serve them.

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

The Agenda was amended under Agenda Item 15-A-3, to pull Items 13-3 and 13-4 from the Consent Agenda.

1. (13-3) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, REJECTING ALL BIDS RECEIVED IN CONNECTION WITH RFP NO. 21-0406200 AND FURTHER AUTHORIZING THE CITY MANAGER TO RE-ADVERTISE AND ISSUE A REQUEST FOR PROPOSALS FOR QUALIFIED FIRMS FOR PROPERTY MANAGEMENT SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Mayor Pigatt asked if there was a motion to discuss Agenda Item 12-1.

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

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-1.

City Manager Pate stated that Agenda Item 12-1 is for the request for proposals for building management services. Mr. Pate reported that the City received 1 response to the request for proposals, and he feels that response needs to be rejected and that the request for proposals needs to be re-advertised to get multiple responses. He added that multiple entities are interested in providing the management services, but they contacted the City after the period that was allotted for the request for proposals. Mr. Pate pointed out that the company that submitted the previous response, would not be precluded from re-submitting their proposal for building management services.

Mayor Pigatt recalled that the request for proposals for building management services was put out a few months ago and expressed concerns that only one proposal was received despite City Manager Pate reporting that there were quite a few. The Mayor asked how the proposal was put out and what mechanisms are being used for the request for proposals process to ensure that a robust number of bids are received.

City Manager Pate stated that the City advertises requests for proposals using Demand Star and the Miami Herald. Mr. Pate reported that since the City began using Demand Star, typically several responses are received for requests for proposals, but this request only received one

response with multiple inquiries received after the closing of the request for proposal period. He reminded the Commission that a request for proposals process can't be reopened once it closes and said that it was not beneficial to accept one proposal, especially considering the astronomical cost that was proposed. Mr. Pate suggested it would be prudent to bring three or four options before the Commission, to be able to provide a final recommendation.

Mayor Pigatt asked if it was possible to advertise requests for proposals on the Opa-locka website, social media pages and other local newspapers such as the Miami Times and Spanish language outlets.

City Manager Pate stated that requests for proposals are already posted on the Opa-locka website and said that if the Commission wants him to expand the publication of requests for proposals to other newspapers, he can research that. Mr. Pate asserted that the biggest responses usually come from Demand Star and assured the Commission that plenty of people were interested in providing building management services to the City after the expiration date of the request for proposals period.

Mayor Pigatt suggested that the request for proposals for the building management services be posted on social media, pointing out that there are a lot of people that follow the City. The Mayor said that Demand Star is usually for construction and major operations, but that property management can be done by firms that don't normally operate in the government sphere. He asserted that the Commission would love to get more proposals for the City's building management services.

There being no further discussion on Agenda Item 12-1, the resolution passed by a 5-0 vote.

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

2. (13-4) A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR BUS BENCHES / SHELTERS AND TRASH RECEPTACLE ADVERTISING AND MAINTENANCE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

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

Mayor Pigatt asked if there was a motion to discuss Agenda Item 12-2.

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

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 12-2.

City Manager Pate stated that Agenda Item 12-2 is for a request for proposals for bus benches, trash receptacles and shelters, which was requested by the City Commission. Mr. Pate said that the request for proposals was prepared to be made public upon approval from the Commission and the State. He reminded the Commission that a formal request for proposals is not required by Florida law, but the Manager said he will proceed with the process with the Commission's approval.

Commissioner Burke recalled that the Commission talked about the bus benches so long ago and asked why the request for proposals was just being put out.

City Manager Pate stated that he believed the Commission requested that the bus bench project be handled through a request for proposals process about a month or month and a half ago. Mr. Pate said that his office was prepared to solicit and look at companies without the request for proposals process, but the Commission specifically asked for it to be drafted, which is why it is on the Commission Meeting Agenda.

Mayor Pigatt noted that the request for proposals for the City's bus benches, states that all bus locations must be approved by the City, but that potential locations are proposed by the vendor. The Mayor asked if the City would be telling the vendor where to install the bus benches.

City Manager Pate stated that the City would be notifying the vendor where to install the bus benches but would also request that the vendor complete a suitability study to make their own recommendations. Mr. Pate said that once responses to the request for proposals come back, and a contract is generated, the City will have the locations where the bus benches, trash receptacles and shelters will be located and that will have to come before the Commission for approval.

Mayor Pigatt also noted that the request for proposals for the City's bus benches states that trash collection and disposal will only be one time per week. The Mayor pointed out that the trash cans in some areas fill up quickly, and that having trash sitting and piling up for a week is quite a bit. He asked if there was a reason why the proposal only includes one trash pickup per week.

City Manager Pate stated that if the Commission wanted to include trash pickup twice or multiple times per week in the request for proposals for the City's bus benches, trash receptacles and shelters, he assured them that the language can be inserted.

Mayor Pigatt asked if trash pickup multiple times a week could be included in the request for proposals for the City's bus benches, trash receptacles and shelters.

City Manager Pate recommended that a set number of trash pickups be stipulated in the request for proposals for the City's bus benches, trash receptacles and shelters so that different proposals are not received with various numbers. Mr. Pate asked if Mayor Pigatt preferred that trash pickup twice a week be included in the request for proposals.

Mayor Pigatt stated that it would be helpful if trash pickup a minimum of twice a week could be included in the request for proposals for the City's bus benches, trash receptacles and shelters. The Mayor asked if a motion was necessary to change the resolution proposed in Agenda Item 12-2 or if City Manager Pate would be okay making a friendly amendment to the resolution.

City Manager Pate stated that he had no problem making a friendly amendment to Agenda Item 12-2, to include trash pickup at a minimum of twice a week in the request for proposals for the City's bus benches, trash receptacles and shelters.

Mayor Pigatt also noted that the request for proposals states that the contractors shall not be required to maintain bus benches and trash receptacles where advertising benches are not installed. The Mayor asked if the vendor will not maintain the benches or pick up the trash.

City Manager Pate stated that if the vendor is not responsible for putting out the advertisement, it would be the City's responsibility to make sure they're maintained. Mr. Pate assured the Commission that expectations are communicated to the vendor, and they are responsible for maintaining and replacing the advertising that they're charging for.

Mayor Pigatt asked for clarification on whether the City would be taking on the bill of maintaining the bus benches where there aren't any ads up.

City Manager Pate stated that while the current request for proposals for the City's bus benches, trash receptacles and shelters is projecting to have the City maintain the bus benches that are not chosen for advertising, he offered to include a friendly amendment to the resolution in Agenda Item 12-2 to add that the vendor would be responsible for that maintenance.

Mayor Pigatt said that while he isn't familiar with the details of the process, he asserted that he wants to know that if the maintenance is not being put on the vendor, that the City will have the staff to make sure that the bus stops are clean. The Mayor pointed out that there are currently a lot of bus stops throughout the City that are not being maintained, and he stressed that if this is going to be put out to bid, that either the contractor or the City should have a plan to make sure the bus benches and shelters are maintained. He asked if the requirement to have the vendor maintain the bus benches and shelters that aren't selected for advertising would not be in the request for proposals, if City Management will have a proposal detailing their maintenance plan.

City Manager Pate assured the Commission that he has no problem adding the maintenance of all bus benches, shelters and trash receptacles to the request for proposals, so that the dollar amounts in the responses are accurate.

Mayor Pigatt also noted that the request for proposals for the City's bus benches, trash receptacles and shelters states that the contractor will be responsible for any damages caused by the placement or removal of ads in the City's bus shelters, but that the City will continue to maintain the shelter and the area around it, including trash can removal. The Mayor asserted that he wants to make sure there is a plan to do that if it is what is being proposed.

City Manager Pate stated that just as of this week, he had the Public Works Department start removing trash receptacles from bus stops that have no benches because they were being filled despite the benches and shelters being non-existent or not being used for a significant amount of time, and cleaning those receptacles was putting a burden on the department. He assured Mayor Pigatt that it could be added as well to address that concern.

Mayor Pigatt acknowledged that Mr. Brian Dennis spoke about the public service advertising on the benches and noted that the request for proposals for the City's bus benches, trash receptacles and shelters states that the contractor shall provide 10% of the bus benches for public service advertising at no cost to the City. The Mayor asked who would choose which benches will include the public service advertising.

City Manager Pate explained that his office will choose which bus benches will include public service advertising.

Mayor Pigatt asked City Manager Pate to confirm that the City will choose which bus benches will include public service advertising, and not the contractor.

City Manager Pate confirmed that the City will choose which bus benches will include public service advertising.

There being no further discussion on Agenda Item 12-2, the resolution passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	Yes

13. ADMINISTRATION:

CONSENT AGENDA:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE ATTACHED MEMORANDUM OF UNDERSTANDING, BETWEEN THE OPA-LOCKA COMMUNITY REDEVELOPMENT AGENCY AND THE CITY OF OPA-LOCKA; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE INSTALLATION OF A MURAL SIGN ON THE ACE HARDWARE BUILDING WALL FACING BURLINGTON STREET, ON THE PROPERTY IDENTIFIED BY FOLIO 08-2121-007-0790 AT 700 OPA-LOCKA BOULEVARD, OPA-LOCKA, FLORIDA 33054 IN ACCORDANCE WITH THE ZONING REQUIREMENTS OF THE CITY LAND DEVELOPMENT REGULATION, ORDINANCE 15-31, ARTICLE X, SECTION 22-242 AND SECTION 22-246; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE CITY MANAGER EVALUATION TOOL IN THE FORM ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Vice Mayor Williams*
Deferred from SCM 06/15/2021

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

14. NEW ITEMS:

There were none.

15. PLANNING & ZONING:

A. PUBLIC HEARINGS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122- 025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 15-A-1.

City Manager Pate asked Planning & Community Development Director Gregory Gay to introduce Agenda Item 15-A-1.

Planning & Community Development Director Gregory Gay stated that Agenda Item 15-A-1 is for the site plan for an elderly residential development that is part of the Wellspring community development. Mr. Gay explained that the group is seeking to redevelop a portion of the old Jackson birthing center site, to restore the medical complex and create an additional development for senior residents. He reported that the Planning & Zoning Board approved the proposal and that his department's staff also recommended approval of the project. Mr. Gay also informed the Commission that the development team is available if they would like for them to make a presentation during the meeting or at another suitable time.

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

Ms. Dottie Johnson of 13724 NW 22nd Place stated that she is in total support of the project being proposed in Agenda Item 15-A-1. Ms. Johnson reminded the Commission that the property was previously given to Opa-locka by former Miami-Dade County Commissioner Barbara Jordan, but she said that nothing was done on the property and Commissioner Jordan took it back. Noting that the City had an opportunity with a great organization, she urged the Commission to take advantage of it, encouraging them to do their research and analyze the benefits and impact. Ms. Johnson also recalled hearing that nothing can be for the fair share and suggested that the Commission should look at their education compact that she has mentioned and is already passed. She asserted that there is something they can put towards education, asking the Commission to do their due diligence, read, and analyze to determine what they can do for the City.

Natasha Ervin of 670 Dunad Avenue stated that she was made aware of the plan being proposed in Agenda Item 15-A-1, not long ago. Ms. Ervin said that she liked the proposed plan and expressed her hope that the Commission will accept it.

There being no additional members of the public to speak, Mayor Pigatt closed the public hearing on Agenda Item 15-A-1.

Mayor Pigatt asked if there was a motion to discuss Agenda Item 15-A-1.

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

Commissioner Davis expressed his excitement to see the site plan and development agreement for this project that he characterized as shovel ready, recalling when the developer came before the Commission just over a year ago. The Commissioner also remembered concerns being raised

about parking and asked how those issues are being worked around and managed, in consideration of the fact that there is not a lot of undeveloped land to build out parking in the City.

Mr. Robert Holland identified himself as general counsel for the Wellspring Group and explained that senior facilities don't normally have the number of vehicles at their facilities that a typical apartment building would have. Mr. Holland added that residents will have parking decals to be on site to avoid derelict vehicles. He also said that elderly persons who are active, are typically out during the day and don't use their parking spaces. With relation to the medical facility, Mr. Holland said that it will have some dedicated spaces but will also use some of the senior's apartment parking. Additionally, he said that most of the people within Opa-locka who are served by the medical facility, will have shuttle bus service. Pointing out that having the senior facility there makes the medical facility even more viable, Mr. Holland said that the elderly apartment residents will be able to traverse by foot to the facility. He assured the Commission that if they have an issue with parking at any point, they will incorporate valet service to double park vehicles. Also considering the available street parking, Mr. Holland said that while it was not calculated in their proposal, he committed to continue working with City staff to make accommodations for parking if they see an issue down the line. Right now, he doesn't think that there will be a parking issue based on the parking ratios and asserted that he thinks the City's staff would concur.

Commissioner Davis stated that his only concern with the project was the parking, noting that the City usually must get creative and think outside of the box when looking at parking options. The Commissioner expressed that he is glad to see them working through the parking issues and said that he is looking forward to seeing the project come to the City.

Mr. Robert Holland explained that they chose to incorporate senior housing instead of regular apartments, because less vehicles are used in the parking lot.

Vice Mayor Williams expressed her excitement for the project being proposed in Agenda Item 15-A-1 and stated that she is in full support of it. The Vice Mayor asked what the benefits are of having a medical center in the community.

Mr. Robert Holland stated that the primary benefit of having a medical center in the community is having health services close to you. Mr. Holland pointed out that some people don't want to travel long distances and as a result, neglect their health.

Dr. Darvin Williams, President of Wellspring Community Resources stated that Opa-locka is in a health and wellness desert and thus they are going to be providing a plethora of services in addition to what the City's infrastructure provides. Dr. Williams explained that they are going to have a 40,000 medical square foot facility that will provide all health and wellness services to Opa-locka, including 6 primary care doctors, 2 OB-GYNs, 2 pediatricians, 2 psychiatrists, 2 psychologists, a full-service pharmacy, rehabilitation center with chiropractic and physical therapy services, dental center, and vision center offering contact lenses and compounding. He reminded the Commission

that there are currently only 2 primary care doctors and 1 pharmacy within the Opa-locka city limits, for a population of 16,400 residents. Dr. Williams asserted that they are looking to fill a need for service, where there is a gap.

Commissioner Taylor asked if WellSpring Community Resources will be employing Opa-locka citizens.

Dr. Williams assured the Commission that he has written a plan to address the hiring of Opa-locka citizens. Dr. Williams stated that in its first year, the development being proposed in Agenda Item 15-A-1 would create 147 jobs with a payroll of \$10.1 million. He shared that he included a preference for hiring citizens of Opa-locka into the lease with the County and said that this is the first lease agreement he has written with the City of Opa-locka which includes a residential bonus of 5% for all positions on top of their annual salary, for citizens that reside within the City limits. Dr. Williams also said that he has written four certificate programs, including for health care administration, medical assistant, medical office assistant and medical billing and coding, and explained that he is currently seeking additional dollars to provide the money for the citizens of Opa-locka to go through the programs so they will have the certificates, so that he can employ them once the center is open.

Commissioner Burke asked what WellSpring LLC is.

Dr. Williams stated that WellSprings LLC is the development company that he has partnered with to build the senior housing complex that is being proposed in Agenda Item 15-A-1. Dr. Williams added that WellSpring Community Resources is the 501(c)(3) non-profit that he founded that has the lease with Miami-Dade County.

Mayor Pigatt thanked Mr. Holland and Dr. Williams and all those involved in the project being proposed in Agenda Item 15-A-1, for bringing it to the City and considering Opa-locka as a development opportunity. The Mayor stated that the project checks all the boxes as it fills the community's wellness needs, getting doctors, OB-GYNs, dentists and eye doctors into the City. He also acknowledged the beautiful drawings that can be used to promote the project and the job opportunity commitment for residents that was made to the Commission. The Mayor asserted that this is the type of package the Commission wishes every developer would think about when they come to Opa-locka and stressed that it is the standard the Commission wants to see in the City. He offered much respect for all the work they have done and stated that he is looking forward to seeing the progression and being there when it is time to open.

There being no further discussion on Agenda Item 15-A-1, the resolution passed by a 5-0 vote.

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes

Commissioner Burke	Yes
Mayor Pigatt	Yes

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND WELLSRING COMMUNITY RESOURCES, INC. FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 15-A-2.

City Manager Pate asked Planning & Community Development Director Gregory Gay to introduce Agenda Item 15-A-2.

Community Development Director Gregory Gay informed the Commission that Agenda Item 15-A-2 is for the development agreement associated with the development of the affordable housing for seniors. Mr. Gay said that the development agreement included aspects addressed by Dr. Darwin Williams, President of Wellspring Community Resources such as the local preference for hiring. He assured the Commission that it was included in the development agreement under section 9, to move people into a workspace during construction as well as for the operation of the facility once construction is done. Mr. Gay reported that both the Planning & Zoning Board and his department's staff recommended approval of the development agreement.

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

There being no members of the public to speak, Mayor Pigatt closed the public hearing on Agenda Item 15-A-2.

Mayor Pigatt asked if there was a motion to discuss Agenda Item 15-A-1.

It was moved by Commissioner Burke, seconded by Commissioner Taylor to discuss Agenda Item 15-A-2.

There being no discussion on Agenda Item 15-A-2, the resolution passed by a 5-0 vote.

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes

Commissioner Davis	Yes
Mayor Pigatt	Yes

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

City Clerk Flores reminded the Commission that Agenda Item 15-A-3 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

Mayor Pigatt stated that he thought Agenda Items 13-3 and 13-4 were the items that had been deferred.

City Clerk Flores clarified that the Agenda Items which had been deferred were 15-A-3 and 15-A-4 and that the Commission had approved all the Consent Agenda Items except 13-5 which was withdrawn.

Mayor Pigatt made a motion to amend the Agenda and pull Items 13-3 and 13-4, because he said that the Commission needed to talk about the bus benches and the proposal for property management services.

It was moved by Mayor Pigatt, seconded by Commissioner Davis to amend the Agenda and pull Items 13-3 and 13-4.

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

Vice Mayor Williams	Yes
Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Mayor Pigatt	Yes

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE OPERATION OF A CONCRETE BATCHING PLANT AND FINISHED CONCRETE PRODUCTION COMPANY FACILITY ON THE PROPERTY LOCATED AT 13050 NW 30TH AVENUE AND IDENTIFIED BY FOLIOS 08-2128-002-0020, 08-2128-002-0030, 08-2128-002-0040, 08-2128-002-0050, 08-2128-002-0060, 08-2128-002-0090, 08-2128-004-0380, AND 08-2128-004-

0330, IN THE I-2 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.
Sponsored by City Manager **Deferred from RCM 05/26/2021**

Agenda Item 15-A-4 was deferred until the Regular Commission Meeting on July 14th, as noted under Agenda Item 6, Approval of Consent Agenda and Pull List (deferrals and deletions).

B. APPEALS:

16. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS:

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

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

1. AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, ATTACHED HERETO, WITH TEEN UP-WARD BOUND, INCORPORATED TO OCCUPY SPACE AT 2105 ALI BABA AVENUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 9, 2021). *Sponsored by City Manager*

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

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

Jannie Russell of 1210 Peri Street introduced herself as the Executive Director and Founder of Teen Up-ward Bound and said that she looks forward to bringing some good things to the area known as “the triangle.” Ms. Russell thanked the Manager, his team and the Parks & Recreation Director for assisting her in being able to start the summer camp. She also acknowledged the Police Chief for meeting with her personally to make sure that everything was going well. Mr. Russell gave a shout out to her husband Mr. Russell, reporting that he cleaned up the park and talked to the residents, leading to them cleaning the park every other day so that it doesn’t have to be done every morning. She expressed that it has been a lot of work but said it had been a pleasure. Ms. Russell also reported that about five residents from the area have signed their kids up for the program, and they have had other members of the community who have come looking for jobs and to use the computers and said they’ve been referring them to other resources. She also stated that it is a pleasure to hear that the City is trying to get its own social service mechanisms in place to help all the residents. Ms. Russell concluded by thanking the Commission, encouraging them to come read to the children and tell them about Opa-tisha-wocka-locka, and she stated that she looks forward to doing even greater things in Opa-locka.

There being no additional members of the public to speak, Mayor Pigatt closed the public hearing on Agenda Item 16-B-1.

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

Commissioner Burke stated that the City is going to have to be careful with the kids being over near the Blanford property, where he said people are living and sleeping, and that it is overgrown and a health hazard, lamenting that something should have been done with the property years ago. The Commissioner offered assurances that he will work with the City Manager and Code Enforcement on the issues with the Blanford property, but he wanted the Russell's to be aware that they need to keep a good eye out for the kids.

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

Commissioner Davis piggybacked on Commissioner Burke's point, acknowledging that the Blanford building has been a problematic property. The Commissioner recalled that the building was an eyesore when he moved to build the park in the area, and he said that the City's position was that it was on a demolition list, despite that demolition never happening. He shared that a mural was put on the building to mask the fact that it was an eyesore and to add to the area. The Commissioner expressed that he would like to see something done about the building and most of the derelict properties in the area, stating that they just add to the crime and violence, serving as safe havens for the very same sort of criminal activity that is trying to be prevented. He reminded the Commission that a vacant property ordinance had been proposed which had passed first reading, and he offered assurances that he would do his due diligence to bring the item back before the Commission. Commissioner Davis concluded by thanking Commissioner Burke for bringing up his valid point.

Vice Mayor Williams also thanked Commissioner Burke for bringing up the concerns about the vacant property in the area. The Vice Mayor stated that she is over in the area every day and suggested that Police presence is critical, adding that she is sure the Police Chief has stepped that up. She reported having seen residents taking pride in doing the work to clean up the Magnolia North area with Mr. Russell. Expressing her appreciation, the Vice Mayor stated as someone who comes from the education field, she recognized that they were spot on with the educators that work for the summer camp, their programming and curriculum. She said that theirs is a model for other programs out there and offered thanks that it is in the great City of Opa-locka.

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

Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes

Commissioner Davis	Yes
Mayor Pigatt	Yes

C. RESOLUTION(S)/PUBLIC HEARING:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ADOPTING THE STORMWATER NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2022; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

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

Mayor Pigatt opened the Public Hearing for Agenda Item 16-C-1.

There being no members of the public to speak, Mayor Pigatt closed the public hearing on Agenda Item 16-C-1.

It was moved by Commissioner Taylor, seconded by Vice Mayor Williams to discuss Agenda Item 16-C-1.

Commissioner Davis thanked City Manager Pate for the response he provided about the movement of the stormwater management fee to the property tax bill, during the Citizens Forum. In addressing the complaints that the City has been getting from the community, the Commissioner acknowledged that Opa-locka has a slightly older community and that many of the residents are on fixed incomes, and he stated that he is starting to think that the installment payments through the water bill were more convenient for residents. He asked if there was any way that any options could be offered to residents on fixed incomes who may be experiencing some sort of hardship.

City Manager Pate thanked Commissioner Davis for bringing up the concern about the impact on residents with financial hardships that could be felt by moving the stormwater management fee from the monthly water bill to the annual tax bill. Mr. Pate explained that the same rules apply for anyone with a tax bill that has a hardship paying their taxes in a timely manner, and that the appropriate steps are there, and the property owner just pays an additional fee. He reminded the Commission that the collectability of the stormwater management fee has been significantly diminished by being placed on the water bill. The Manager stated that the City is trying to build up more funding from stormwater assessments to be able to make sure they address all flooding in the community and not just in certain areas. He added that moving the stormwater assessment fee from the water bill to the tax bill will bring in almost an additional million dollars and pointed out that the revenue can go towards stormwater management.

Commissioner Davis expressed his hope that there will be education provided on whatever options are out there for residents who are unable to pay their tax bill because of a financial hardship. Acknowledging that the City gets a lot of responses when they send letters in the mail, the

Commissioner suggested the City's channel, website or some sort of additional outreach should be used to inform residents about their options for paying their tax bill when they are facing a financial hardship. He stated that he knows it's going to be a point of concern when residents start paying attention and realize that the stormwater management fee has been moved from their monthly water bills to the annual tax bill.

City Manager Pate stated that as a matter of record, he wanted the Commission to note that the stormwater fee affects commercial and industrial properties way more than residential properties. Mr. Pate explained that residential property owners have one flat fee, while commercial and industrial properties are charged a lot more. He said that he understood it would take a little bit more education for residents to understand the difference between residential and commercial and industrial properties and how the stormwater fee is calculated. The Manager committed to working with this staff to speak about doing an advertising campaign on social media and even reaching out to the appropriate tax office to ensure that residents are afforded their rights to contest a tax bill or set up a payment plan schedule.

Commissioner Burke recalled that he had a problem with the proposal to move the stormwater management fee from the water bill to the tax bill when it first came before the Commission. The Commissioner reminded his colleagues that Opa-locka has elderly residents that are on a fixed income, and he stated that it seems whenever the Commission starts looking for money, those elderly residents on a fixed income are the ones to be hit. He said that the stormwater management fee has been on the water bill during all the years that he's been on the Commission, as was noted by the residents who spoke during the Citizens Forum. Despite acknowledging that the City Manager stated the stormwater management fee will be easier to collect on the tax bill and will generate a million dollars more, the Commissioner said that it is going to cause hardship for the elderly people who are on a fixed income and can't afford it. The Commissioner pointed out that while the Manager said the amount being added to the tax bill will only be \$72, if it was being paid at a rate of \$6 a month it was not a problem but could be a problem with their taxes going up now. He asserted that he didn't support the proposal when it first came before the Commission, and he won't support it now because he thinks the City must do better for the elderly on fixed incomes.

Commissioner Taylor stated that he understands the necessity of moving the stormwater management fee from the monthly water bill to the annual tax bill, but he reminded his colleagues that Opa-locka has one of the highest tax rates in the state and said that he thinks increasing that is problematic for residents. The Commissioner acknowledged that some residents don't agree with the change because of the hardships even though the fee is being transferred from one collection mechanism to another. He joined Commissioner Davis in asking if options can be provided for residents, suggesting that perhaps they could choose to either pay the stormwater fee on their taxes or choose to pay it on their water bill. Commissioner Taylor asserted that \$72 is not a lot of money

for some, but to others it is. Acknowledging that the money is needed, he urged his colleagues to find another way to collect it.

City Manager Pate stated that there were two mechanisms to collect the stormwater management fee, and those were through the water bill or the tax bill. Mr. Pate added that if it remains on the water bill and becomes uncollectible, individuals risk having their water shut off. He asserted that it is money the City needs to move itself forward to ensure collectability is maximized. The Manager also cautioned the Commission that no matter the direction they go in, wherever the money comes from is going to cause hardship whether on their tax bill or water bill. He lamented not having an alternative response but said that keeping the stormwater fee on the water bill would lead to continued lack of collectability with the monies owed to the City compounded by multiple years but stated that moving the stormwater fee to the tax bill would make it easily collectible. Mr. Pate also pointed out that if somebody is not able to pay their tax bill and their home is purchased through the issuance of the tax certificate, the funds owed to the City would be recouped but if they don't pay their water bill it is written off and the City never sees the funds. He asserted that moving the stormwater fee from the water bill to the tax bill provides for efficient collectability, and he asked Budget Administrator Bob Anathan to speak more on the subject.

Budget Administrator Bob Anathan stated that he thinks everybody knows that if you have problems paying your property tax bill, you can pay on an installment plan quarterly. Mr. Anathan explained that if \$72 is too big a bite for some folks, paying on an installment plan would add \$18 to their quarterly payment. Addressing the question about setting up an optional assessment, he stated that it must be all the stormwater management fees on the tax bill or none of them.

Commissioner Taylor stated that he understood that the City needs the \$72 for stormwater management, but he said that some can afford to pay \$72 at the end of the year on their tax bill as opposed to paying \$6 a month on their water bill, and he asserted that some can't afford it.

Budget Administrator Anathan stated that those who would not be able to afford to pay the \$72 stormwater management fee on their tax bill, would be able to set up an installment plan and pay \$18 per quarter.

Commissioner Taylor asked if paying the stormwater management fee in \$18 per quarter installments was the option that Budget Administrator Anathan was proposing for those who would be unable to pay the \$72 stormwater management fee on their tax bill.

Budget Administrator Anathan explained that the option to pay the stormwater management fee in \$18 quarterly installments would not be an option offered by Opa-locka, but that any time anybody has a problem paying their property tax bill, they can pay it in quarterly installments.

Commissioner Taylor asked if there is a penalty for paying a property tax bill in quarterly installments.

Budget Administrator Anathan stated that there may be a small percentage charged by the Miami-Dade County Tax Collector for paying a property tax bill in quarterly installments but pointed out that a small percentage of \$18 would not be a large amount of money.

Commissioner Taylor lamented being back at square one, pointing out that residents who can't afford to pay the \$72 stormwater maintenance fee on their tax bill, would be charged because they can't afford to pay it.

Budget Administrator Anathan stated that he thinks property owners would pay pennies on the \$18 if they chose to make quarterly payments for the stormwater management fee on their tax bill.

Commissioner Taylor said that to Budget Administrator Anathan the cost to set up a property tax payment plan may just be pennies, but to somebody else those pennies may be a lot of money.

Mayor Pigatt reminded his colleagues on the Commission that flooding is one of the major challenges for Opa-locka. The Mayor said that the main reason the stormwater management fee is being moved from the monthly water bill to the annual tax bill, is because the City was having difficulty getting commercial properties to pay their fair share. Acknowledging that there may be a small elderly population that may have issues with paying the stormwater management fee, he suggested that the Commission can create a budget of \$10,000, raise funds and advocate for a program with Miami-Dade County to provide relief for those residents that may have challenges paying the fee. Pointing out that the City is going to get a lot of calls about flooding over the next few weeks and that residents have spoken before the Commission to share that they have flooding in their houses, he asserted that they need to maximize the collectible dollars to address flooding. The Mayor stated that the debate is over whether Opa-locka will get an extra \$500,000 in revenue for stormwater management and whether they are going to have difficulty trying to collect the fee through a water billing process that he said comes with its own fees. As they vote on Agenda Item 16-C-2, the Mayor urged his colleagues to keep in mind that this is a major step towards addressing the flooding throughout Opa-locka, to make sure that commercial properties pay their fair share, and the City can take care of its residents if they need to.

Vice Mayor Williams stated that it seemed to her that residents had a hard time understanding the letter that was sent, informing them of the moving of the stormwater management fee from the monthly water bill to the annual tax bill. The Vice Mayor said she didn't hear that they had financial hardships to pay the stormwater management fee. She shared that her own mother, who is a retired educator, asked her what the letter meant. She said that she thinks the issue is not that they can't afford the stormwater management fee, but that they may not fully understand the letter that was sent. The Vice Mayor suggested that a second letter could be a little clearer, stating that while it was clear to her, she noted that the letter was front and back, a lot to read and that she had to extrapolate a lot and sum it up in chunks, and she said that it made it seem as if their taxes are going up.

Commissioner Burke stated that by moving the stormwater management fee from the monthly water bill to the annual tax bill, residents' taxes are going up.

Vice Mayor Williams acknowledged that the residents' tax bills will go up by moving the stormwater management fee from the monthly water bill to the annual tax bill, and she suggested that the City needs to tell residents why and help them understand it a little more clearly. The Vice Mayor said that in her own opinion, the letter that was sent explaining the change was not as clear as it could have been.

City Manager Pate asked Budget Director Anathan how much it cost to send the letter to every resident, informing them that the stormwater management fee was being moved from the monthly water bill to the annual property tax bill.

Budget Director Anathan stated that it cost the City about \$2,200 to send the letter to every resident, informing them that the stormwater management fee was being moved from the monthly water bill to the annual property tax bill.

City Manager Pate expressed his opinion that he thinks sending out a second letter informing residents that the stormwater management fee is being moved from the monthly water bill to the annual property tax bill, may cause more confusion. Mr. Pate added that if it is the Commission's will for additional clarification to be provided, it can be sent out.

Vice Mayor Williams suggested that a town hall could be held to have the moving of the stormwater management fee from the monthly water bill to the annual property tax bill explained in an open forum setting, and if residents don't come that would be it.

City Manager Pate stated that the Commission Meeting included the public hearing that was advertised and was in the correspondence that went out to all residents, and that a town hall would be another public hearing for residents to come out and ask for clarification on the moving of the stormwater management fee from the monthly water bill to the annual property tax bill. Mr. Pate assured the Commission that he has no problem explaining it a little bit differently or trying to figure something out by talking to staff tomorrow, but he asserted that the Commission Meeting was the public's time to express themselves as far as the public hearing process is concerned.

Mayor Pigatt assured Vice Mayor Williams that if the proposed resolution passes, to approve the moving of the stormwater management fee from the monthly water bill to the annual property tax bill, a town hall can be organized later in the year if needed. The Mayor suggested that the Commission could discuss water bills, stormwater management, all the services that are available in the City and all the changes being made at a town hall.

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

Vice Mayor Williams	Yes
Commissioner Burke	No
Commissioner Davis	Yes
Commissioner Taylor	No
Mayor Pigatt	Yes

17. CITY MANAGER'S REPORT:

Mayor Pigatt asked City Manager Pate to deliver a report to the Commission.

City Manager Pate provided the Commission with an update on some of the items that they had brought up at previous meetings, including the following:

- Commissioner Davis' request to have the Human Resources building designated as a historical building.

City Manager Pate explained that after his staff did research on the matter, it was determined that the Human Resources building cannot be designated as a historical building because it does not have any historical features that represent Opa-locka's history.

- Status of illegal dumping initiative brought forward by Vice Mayor Williams

City Manager Pate reported that the Click Fix software is active. Mr. Pate reminded the Commission that the budget amendment which included the funding for the initiative was just approved at the last Commission meeting, and he committed to have his staff schedule a follow-up meeting with Vice Mayor Williams within the next week and a half, to ensure the program and its implementation are meeting expectations.

- Questions about what the City Manager's Office is doing to ensure there are checks and balances in the Building & Licensing Department

City Manager Pate stated that the Building & Licensing Department was relocated to be able to segregate duties, payments are being accepted by the cashier and cash payments have no longer been accepted for a lengthy period.

- \$1.125 million in State funding for the Police Department

City Manager Pate stated that his staff is completing an assessment of the properties, including those owned by the City, other entities as well as the site where the Police Department currently is located. Mr. Pate informed the Commission that the monies distributed by the State of Florida will be treated as a grant, and he reported that while correspondence from the State was received regarding the \$100,000 in State funds that were approved for the Parks & Recreation Department, but that nothing had been received

regarding the \$1.125 million for the Police Department. He stated that the feedback from the State is being awaited to determine how it fits within the City's five-year plan. The Manager also said that additional financing options will be based on the site that is used, explaining that a remodel of the current site would be somewhat cheaper than a tear down of the current site or the use of a site with no development on it.

- Holding developers accountable

City Manager Pate stated that the City's development agreement speaks of the best efforts to employ City residents, but he said that the legal threshold prevents the forcing of employment, which he noted had been mentioned by Commissioner Davis.

- Mayor Pigatt's request for the status of Comprehensive Emergency Management and Hurricane Season Plan

City Manager Pate reported that the Comprehensive Emergency Management and Hurricane Season Plans were submitted to the Commission on June 1st at the request of Mayor Pigatt.

- Mayor Pigatt's request for an update on the Glorieta Gardens Police Department Substation.

City Manager Pate reported that the Glorieta Gardens Police Department Substation is operational and occupied by the street crimes unit. Mr. Pate also informed the Commission that he had a meeting today with the ownership of Glorietta Gardens about the substation and other matters.

- Mayor Pigatt's request for the status of the request for proposals for the City's bus benches

City Manager Pate pointed out that the request for proposals for the City's bus benches was just passed by the Commission today.

- Providing copies of previous union contracts

City Manager Pate stated that he believes City Clerk Flores sent out the previous union contracts to the Commission so that they will be prepared for their meeting on July 7th.

- Status of inmate workers

City Manager Pate stated that he is working with the City Attorney's Office to draft a contract that will be sent to the Miami-Dade County Corrections Department.

- Vice Mayor Williams question about beautification funds

City Manager Pate reported that Opa-locka had been awarded a tree planting grant that matched a little over \$10,000 from Miami-Dade County for a total of a little over \$20,000, and thus the Commission will start seeing trees being installed on Perviz Avenue. Mr. Pate stated that other grant opportunities are being sought for the City's beautification.

Mr. Pate also stated that there have been multiple inquiries about the Police Department and the City's response to the violence occurring in Miami-Dade County. He asked the Commission to allow him to defer the remainder of his time excluding the time needed to address any questions they have for him, to allow the Chief of Police the opportunity to provide them an update on what is being done to combat the violent crime occurring throughout the region.

Commissioner Burke asked that before the Chief of Police addressed the Commission, that City Manager Pate clarify whether Miami-Dade County had been reached out to for some of the money being made available through their big initiative to combat violence.

City Manager Pate stated that there was a meeting the day that the prosperity plan was presented, with one of the new directors who work directly for Miami-Dade County Mayor Daniella Levine Cava. Mr. Pate informed the Commission that a visit has been rescheduled for July to allow the County to see the social service programs available in Opa-locka, which will allow them to assess what the City needs and come up with a game plan for how the funds will be re-invested in Opa-locka. He noted that currently money for social service programs is being managed through the County, but he stated that he wants to request some of the City's own funding. The Manager pointed out that while a lot of the violent crime may not necessarily be occurring in Opa-locka, the news articles indicate that some of the people committing crimes live in the City. Mr. Pate asserted that he wants to make sure that proper planning and the social service programs needed are available for the youth, to address the matter of the rise in violence in the community.

Mayor Pigatt followed up on City Manager Pate's response to Commissioner Burke's question and reported that he met with Miami-Dade Board of County Commissioners Vice Chair Oliver Gilbert and quite a few others, including Miami-Dade County Deputy Mayor Morris Copeland who is over a new department that Miami-Dade County Mayor Daniella Levine Cava put together to pull together Parks & Recreation, Cultural Affairs and many others. The Mayor stated that Miami-Dade Deputy Mayor Copeland is going to come to Opa-locka to complete an assessment of the City, to see what the needs are. He stated that non-profits like Teen Up-Ward Bound, Gang Alternative and many others are part of the conversation to make sure that the funds being made available by Miami-Dade County, are allocated to Opa-locka. Mayor Pigatt also shared that he met with the City Manager and the Chief of Police and requested that they make specific requests for the needs of the Police Department to get the funds offered by the County. Through the

meeting, the Mayor said that they identified issues with receiving calls at the Police Dispatch Center and other technology that could be paid for with those funds, if the Commission is made aware, so that they can make sure that Opa-locka has the resources needed to fight crime. As an example, he cited the Shot Spotter program, and stated that if the Commission knows about it, they can do their due diligence to make sure that when funds are allocated, they go to the proper places. The Mayor offered assurances that he has seen that Opa-locka is in good hands, and that they just must follow through to get the funds allocated. He also offered his respect to Mayor Levine Cava, Vice Chair Gilbert, and Miami-Dade Police Department Chief Ramirz, stating that they are big champions for Opa-locka, who are looking out for the City and its residents.

Police Chief Barreira thanked Mayor Pigatt, the entire Commission and City Manager Pate for having him to address them. Chief Barreira stated that his primary focus has always been and continues to be engagement, enforcement and environment and he is adding education in. To address the current violent crime spike and trend in the general area, he said that over the last couple of months as part of a continuing process with the City Manager and his command staff, the street crimes unit was created, and they are remaining focused on violent crime. He said that he is fine-tuning the agency's crime analysis capabilities to ensure that their limited resources are being focused in the right areas and the right individuals. The Chief reported that over the last few months, they have recovered over 22 firearms and seized over 70 grams of illegal narcotics, while continuing to focus their efforts on keeping citizens safe. He shared that he believes in the decentralization of law enforcement and said that he thinks they can operate within the community as part of the community engagement experience. He also said that he found it to be very effective to have the Captain of the street crimes unit work remotely in one of the more active areas in the community, not only to provide enforcement, but to start building relationships and getting to know members of the community. The Chief informed the Commission that he is meeting weekly with the owner of the Glorieta complex, as well as with some other business partners, to ensure that their needs are being met and that they are aligning themselves to move forward as an agency and a City, to reduce crime and the fear of crime among residents. Acknowledging that his department is an active participant in Miami-Dade County's Summer Heat Operation, he reported that it involved quite a bit of intelligence sharing. Recognizing the fine work of the men and women of his agency, he informed the Commission that they were instrumental in providing some of the detailed information to their County partners that made it possible to successfully solve some of the high-profile incidents that have occurred. Noting that his research indicates that the Police Department has less staff and resources than in the past, the Chief said they are making the best of what they have and that secondary employment officers working off duty end up being a force multiplier for the agency by assisting with service calls that officers would have to go to in addition to providing backup when needed. The Chief also stated that secondary employment jobs within the City take priority and get filled first to ensure that the safety and manpower needed are provided should an incident arise. He reported that over just the last 6 months, Opa-locka's officers have worked over 8,354 hours. In addition to the Summer Heat Operation, he informed the Commission that the Police Department is partnering with surrounding local agencies and are

active participants in the multi-agency task force with which they coordinate efforts at least once a month. Coordinating with probation and parole partners, the Chief said that they are ensuring those who are on supervised probation for violent crimes or who are new gang members, are identified and checked on if an incident arises to make sure they're in compliance with their probation. The Chief also said the Police Department is working with the County's crime suppression team and are identifying search warrants and arrest warrants in the area. Acknowledging that narcotics are not the sole reason for some of the issues that are going on, he asserted that K-9 officers are very important for narcotics detection and informed the Commission that two canine officers will complete their training by the end of July. Additionally, he stated that K-9 officers assist in providing a layer of safety for human life during offender apprehensions, as well as with evidence location. The Chief also stated that he meets regularly with the area managers to address any criminal activities that are urgent primary needs and develop strategies to address it, but he acknowledged that he doesn't feel they can arrest their way out of any of the issues. Addressing his long-term approaches, the Chief said that he has proposed legislation that is going to the attorney, that would allow him to introduce a crime-free multi-housing program which has been very effective for many years in Arizona. The Chief also informed the Commission that the Police Department has 2 mobile license plate readers which should be going live in the first week of July, which he said provide valuable information on stolen vehicles and on people who may be wanted in other jurisdictions. He shared that in his conversations with the license plate reader vendor, he has discussed the potential for other uses of the technology including partnerships with multi-housing and business communities to provide video information and feedback when an emergency arises. Acknowledging that it would come through the City Manager to the Commission, he said he just wanted to keep them updated. As part of the long-term engagement strategy, the Chief also said the Police Department is launching social media initiatives. Pointing out that a lot of criminals obtain their firearms from other illegal activity such as breaking into cars and taking firearms that are stored in vehicles or burglarizing homes, the Chief stated the Police Department is launching the "Opa-LockIt" campaign through social media to ensure residents understand the problem and take preventative measures to keep firearms out of the hands of criminals. The Chief said he is continuing to do his community walks, and invited the Commission to participate, with one scheduled for Monday of next week at Glorieta Gardens. Expressing that he thinks it is important for him to get out there and talk directly to the community, he shared that he has other programs in place such as "Coffee with a Cop", "Lunch with the Law" and the "C3 - Chiefs Community Council". The Chief concluded by stating that his agency is obtaining information and making sure that they are not only activating individually but also collectively as a region.

Mayor Pigatt thanked Police Chief Barreira for his report to the people of the community.

Commissioner Burke asked Police Chief Barreira what size his department is supposed to be and how many staff members he is supposed to have.

Police Chief Barreira stated that he would have to look at the specific information to give the Commission an accurate answer but said that the Opa-locka Police Department has about 48 officers sworn in, and that is about half a dozen shy of where the department has previously been.

Commissioner Burke asked Police Chief Barreira if there was money available in the budget to hire the 6 additional officers that the department is short.

Police Chief Barreira reported that he had a meeting with City Manager Pate about reconfiguring some of the Police Department's organization to maximize its efficiency. Chief Barreira said that budgetary questions are in the hands of the Commission, adding that he has sat with Budget Administrator Bob Anathan to discuss the details of the budget quite extensively. He also informed the Commission that the Police Department is looking for grant opportunities and said that they applied for the cops grant for community policing, expressing how critical that resource is to him. The Chief asserted that community policing is an agency-wide philosophy and no one unit within the agency is going to be responsible for it. He stated that he believes in community policing, but that he does not have the resources available to fully commit to the multi-housing program, the Police Athletic League or Police Explorers which he said require specific resources. As part of community outreach, the Chief referenced the broken windows theory and assured the Commission of his commitment to address root causes for crime. He shared that he has at least 5 properties on file that he is working on with Code Enforcement, because he feels that they are contributing to the underlying issues that lead to criminal activity.

Commissioner Burke stated that he was asking about the Police Department staffing because when the new Sailboat Cove development on 17th Avenue becomes operational, it is going to be another big unit. Noting that the development is almost completed, the Commissioner said that he would like for the Police Department to be fully staffed. He said that the officers who are now in the Police Department are being burned out and affirmed his opinion that if the money is in the budget to hire the 6 officers, they are short, that the department must get ahead of the program and not wait until problems begin. The Commissioner urged his colleagues and the City Manager to be proactive and get the officers in place now, so they can answer the calls when emergencies arise.

Commissioner Davis asked Police Chief Barreira to elaborate on the problems the Police Department is having with its dispatch center.

Police Chief Barreira stated that the overall philosophy of his agency is, if you think you know it all you don't and if you think you can't do any better you probably won't. The Chief said that he is constantly evaluating the processes in the Police Department to see what can be done to increase efficiency and improve their service. While he pointed out that he has only been Police Chief for 60 days, he has noted that despite all Opa-locka's 9-1-1 calls being dispatched through Miami-Dade County, that their software is not compatible with the City's software. The Chief lamented that the information the Opa-locka Police Department must work with is not directly obtained from the individuals involved in a crime, and he said that he would rather have as much direct

information as possible prior to an officer going to the scene, to ensure better services and officer safety. Acknowledging that it is not a situation within Opa-locka's control, he informed the Commission that Miami-Dade County has issued a request for proposals to change their software and said that as a result the Opa-locka Police Department is on standby until a decision is made on the County level. The Chief stated that as soon as the County presents its new software, he will come back before the Commission to create a patch that would create immediate savings in-house, provide better information and better service to the community.

Commissioner Davis stated that he knows the Police Department dispatch center is a point of concern in the past because he was the person who brought it up, stemming from many complaints about the long response time for 9-1-1 calls in the small community of 4 ½ square miles that is Opa-locka. The Commissioner acknowledged that the long response times have been a problem due to the rerouting of 9-1-1 calls through Miami-Dade County, in addition to not being able to hear from the person reporting the crime and receiving it from the County as a secondary source. Recalling that it was previously proposed to provide better service by bringing the dispatch center in-house and maybe hiring a dispatcher, because the infrastructure was set up that way. The Commissioner suggested that alternatively, the Opa-locka Police Department should ensure that whatever they are doing internally, is compatible with the direction that Miami-Dade County is moving in. Despite the Opa-locka Police Department's dispatch time being a point of concern over the years, the Commission expressed his hope that under the leadership and direction of Chief Barreira, with his knowledge and resources, the department will be able to overcome that issue.

Police Chief Barreira assured Commissioner Davis that the Police Department is staying on top of the issue with their dispatch center's response time.

Vice Mayor Williams recalled speaking extensively with Police Chief Barreira and gave him kudos for beginning with the end in mind, because she said that's how you create and lay out a plan. The Vice Mayor thanked City Manager Pate for allowing Chief Barreira to present his plan to the Commission and the residents, and she stressed the importance of hearing the plan for the Police Department. She said she was glad that the Chief is with her on eating the elephant one bite at a time and added how great it was to lay out the deliberate and intentional plan while urging the Chief to keep the focus. The Vice Mayor stated that she can't wait to see the exciting programs, projects and change that's going to come to the Police Department.

Mayor Pigatt thanked Police Chief Barreira for his report and the work that he and his officers do. The Mayor asked if the Chief was putting in a request for more officers.

Police Chief Barreira stated that he is looking at the Police Department organizational chart and has sat with City Manager Pate to work through the budget and the number of officers. Chief Barreira said that he couldn't give an exact count and explained that he had provided a comparison over the number of officers in the Police Department over previous years.

Mayor Pigatt asked Police Chief Barreira how many officers the Police Department currently has.

Police Chief Barreira stated that the Police Department has approximately 48 officers including all command staff and supervisors.

Mayor Pigatt recalled that last year, the Commission enlisted Miami-Dade County to complete a comprehensive review of the Police Department. The Mayor said that the report recommended a staffing allocation of 41 officers, and that those officers would be sufficient to handle the call volume and investigative workload of the Police Department. He also noted that when comparing Opa-locka with similar sized cities in Miami-Dade County who have a maximum of 50 officers, if more officers were added, it would put the City on the high end. The Mayor asked if Police Chief Barreira or City Manager Pate had put together a plan to address the findings of the County's review of the Police Department, and if so, he asked for the Commission to see it.

Police Chief Barreira stated that he has spoken with City Manager Pate about restructuring the Police Department's organizational chart to make the department's resources as efficient as possible. Chief Barreira informed the Commission that he has seen the report from Miami-Dade County's review of the Police Department and is working on it, adding that 60 days in he can only eat so much of the elephant. He said that at the moment, he could not explain the rationale behind the Miami-Dade County report and would like more information. The Chief stated he wanted to know on what they based their assessment that 41 officers were sufficient for the Opa-locka Police Department. He reminded the Commission that they were presented with a Lexipol policy including adjustments to create a framework for the agency to work in. The Chief also reported that he is working on crime analysis and developing the agency analysis. He expressed his preference to work off the information he has once it's been validated, at which time he said he will be better suited to be able to respond.

Mayor Pigatt stated that he would love to see that information so that the Commission can get the comparison between what Miami-Dade County's review stated and what Opa-locka's Police Officers are stating, and make sure they address the issue. The Mayor said that he knows the Police Department Officers can have quite a bit of an impact on the budget, stating that he thinks bringing in an officer is about \$100,000 a year for each officer. He also noted that the report on the Police Department mentions bringing in a coordinator and other positions that are needed within the police framework to make it a more efficient department. The Mayor concluded by asserting that he is looking forward to seeing that, so that public safety is handled.

Commissioner Davis piggybacked off Mayor Pigatt's comments and asked Police Chief Barreira if he had looked at any restructuring of the staffing in the Police Department. He stated that he thinks all the members of the Commission would agree that there's a gap with police patrolling, presence and response time and noted that Opa-locka is in line with similar cities, so the Commissioner asked if the Police Department could be top heavy and suggested looking at the structure of the agency.

Police Chief Barreira stated that he is finalizing a draft for suggested restructuring to maximize what the Police Department is doing and said that he has met with City Manager Pate about it. Chief Barreira assured the Commission that as a steward of public funds, he won't come in front of them or to the City Manager to make a request if he didn't feel it was necessary and if it couldn't be justified with more than just an opinion. He said that while the information he has indicates that the size of the agency is historically smaller than it has been, he asserted that he will not use that as a crutch and will make do to provide the best possible services with the resources available. The Chief said that restructuring the Police Department is something being considered, including civilianizing some of the positions that are sworn officers, to better use the resource somewhere else. He also added that a supervisor's test has been implemented to ensure that officers have the appropriate supervision on the road.

Mayor Pigatt stated that the Commission has not been receiving reports on Opa-locka's four major challenges and said that it is very serious with all the critical things that affect residents including the City's Finance Department, water billing, flooding, DERM moratorium and capital improvement projects. The Mayor asked City Manager Pate to begin providing those reports, including an update on the progress the City is making, to make sure that the progress is aligned with the timetable set out for taking care of those challenges.

City Manager Pate thanked Mayor Pigatt for expressing his concern and explained that City staff is currently overtaxed with the State in the City's facilities on an everyday basis, requesting information from the Finance Department for the ongoing operational audit, in addition to the financial audit that he expressed hope would be closed out by Tuesday, as well as other priorities. Mr. Pate offered assurances that he will speak to City staff about providing an update. He stated that his office usually provides the Mayor with a bi-weekly update but lamented that the Mayor no longer meets with his office to discuss those items. The Manager said that a report will most likely have to be generated once demand goes down, regarding the priorities that are currently being dealt with on an everyday basis. He asked the Commission to rest assured that the four major challenges are always near and dear to his heart, as well as the department directors' hearts because they genuinely care about the City and its progress. Mr. Pate said that Public Works Director Airia Austin's report addressed some of the four major challenges and that the Finance Department deals with the four major challenges daily. He also reminded the Commission that he has provided some reports on the status of the Finance Department's audits and the City's financial well-being. Pointing out that water billing is a sensitive subject, he said that it can't be spoken about. He stated that typically there is a bi-weekly verbal briefing from each department director and that he will work on having that report available to the Commission monthly. The Manager also said that the Finance Department should be able to provide actual financial updates based on accurate numbers once the last audits and reconciliations are closed out. Mr. Pate apologized if the Commission feels that City staff has been slacking on that priority but said that they have a whole bunch of other simultaneously competing priorities. He concluded by committing to address it appropriately.

Mayor Pigatt stated that the reports issued by City Manager Pate are provided to the people and the Commission regularly and he stressed the need to have very clear communication on challenges like the status of the City's finances and audits, as well as storm water flooding. The Mayor also recalled that the Commission approved the request for proposals, a study was done, and at the Commission's last Infrastructure Workshop it was determined that information on the City's stormwater assessment was supposed to come back before the Commission in May. He asked for an update on the City's stormwater assessment and the projects that were proposed to tackle flooding throughout the City.

City Manager Pate asked Public Works Director Airia Austin to give a brief update to the Commission on the City's stormwater assessment.

Public Works Director Airia Austin reported that his department is getting bi-weekly updates from the consultant on the stormwater initiative. Mr. Austin explained that the consultant deployed their model, and it did not provide them with the results that they were expecting. He said that the consultant's model has been tweaked and offered assurances that they will have an update at the second Commission meeting in July, including a priority list of projects.

Mayor Pigatt confirmed his understanding that the Commission will receive a list of priority stormwater management projects in July. The Mayor also asked what the status was on moving the Cairo Lane project forward.

Public Works Director Airia Austin reported that the Cairo Lane project is ongoing and that bi-weekly updates are provided in the Capital Improvement Projects report along with updates on all ongoing major projects, including specific timelines and any slippages that may occur. Mr. Austin stated that his department is waiting on the contractor to sign an agreement with the subcontractor, so that the contract can be brought back before the Commission as a procurement under the selected sub-consultant, so that the project can be paid for by the State. He explained that the State did not like the way the contract was procured, and he said they preferred to see it under the contractor itself, and his department is working toward accomplishing that goal. Mr. Austin also added that the State is assessing other aspects of the Cairo Lane project, including the criteria document that was developed by Intercounty Engineering.

Mayor Pigatt requested a report from the Chief Inspector General and asked that they come to either a Commission Workshop or Commission Meeting, to provide an update on Opa-locka's finances. The Mayor said he didn't think they've had a financial emergency board meeting and recalled that they used to do dual meetings with the Commission at least once a year. He asserted that the Commission needs an update on the five-year recovery plan, to make sure the City is aligned as it moves forward.

City Manager Pate informed the Commission that the request for an update from the Chief Inspector General has already been made and will be scheduled for next month. Mr. Pate stated

that when the 10-day notice is provided, it will be properly routed to City Clerk Flores and the Commission.

18. OFFICIAL BOARD REPORTS:

There were none.

19. FUTURE AGENDA ITEMS:

Commissioner Taylor proposed that the Commission convene a Charter Review Board.

Mayor Pigatt asked if there was a motion to consider Commissioner Taylor's proposal for the Commission to convene a Charter Review Board.

It was moved by Commissioner Taylor, seconded by Commissioner Burke to include the proposal for the Commission to convene a Charter Review Board as an item on a future Commission Agenda.

Vice Mayor Williams, Commissioner Davis and Mayor Pigatt indicated interest in co-sponsoring Commissioner Taylor's proposed item for the Commission to convene a Charter Review Board.

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

Commissioner Burke	Yes
Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

Commissioner Taylor proposed that the Commission consider legislation to set end times for their meetings. In consideration of the department heads who the Commissioner acknowledged had been working all day, and the citizens watching. He noted that it was after 10:00 PM and proposed that perhaps 9:30 PM or 10 PM could be set as a hard stop time for the Commission's meetings. He suggested that anything on the agenda that had not been passed, would be deferred to the next meeting.

Mayor Pigatt asked if there was a motion to consider Commissioner Taylor's proposal for the Commission to set a hard stop end time for their meetings.

It was moved by Commissioner Taylor, seconded by Commissioner Burke to include the proposal for the Commission to set a hard stop end time for their meetings, on a future Commission Meeting Agenda.

Mayor Pigatt stated that it is a very uncommon practice in government to set a hard stop time for Commission Meetings and cautioned that it may hinder their ability to get some things done. The Mayor said that sometimes the Commission has agendas that are long and some that are short and suggested that agenda management may be a better way to address the issue. He lamented that it is very difficult because of the reports and things the Commission must go through, the number of agenda items they must pass as well as the detail that staff presents. The Mayor concluded by asking his colleagues to consider that.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Vice Mayor Williams	Yes
Commissioner Burke	Yes
Mayor Pigatt	No

20. MAYOR/COMMISSION REPORTS:

Commissioner Davis announced that on Monday, July 12th, he will be partnering with Mr. Wayne Rawlins for a walking one-stop violence reduction initiative. The Commissioner explained that Mr. Rawlins partners with various cities including the City of Miami and Miami Gardens, to bring much-needed critical resources directly to residents' doors. He said that the initiative is aimed at targeting victims of crime as well as those who have been targeted as offenders of crime and goes into the hot bed areas to let the residents know the City has resources, including various programs for the kids and safety net programs such as the light bill assistance program. The Commissioner stated he is looking forward to participating in the initiative with Mr. Rawlins and the Police Department, as they knock on some doors and get the word out about the City's community policing initiatives and parks services.

Commissioner Burke stated that on Saturday, July 10th, he is organizing a meet and greet with the police at Sherbondy Village. The Commissioner said that when Deputy Police Chief Jenkins gets back, he thinks they are going to have a meeting to put the final touches on the event because he would really like for it to be nice for the residents and officers. He expressed that he thinks it should be a great project and he is glad everybody's on board.

Vice Mayor Williams thanked Commissioner Burke for asking her to partner with him for the Father's Day Fish Fry. The Vice Mayor stated that she had a great experience at the event, pointing out that Commissioner Taylor saw her work. Despite the event being for the City's male employees, the Vice Mayor noted that a whole lot of female employees ate the delicious food too. She said the event was amazing and a lot of people from Opa-locka as well as people from outside of Opa-locka, gave them kudos for the event. The Vice Mayor thanked the Commission members who attended, the Parks & Recreation Department, Al & Natasha Ervin for the delicious food, and

the Public Works Department for putting the tent up and taking it down. She suggested that the City should do the event again for men and women, so that they can continue to mingle and build great relationships with the City's employees.

21. OFFICIAL BOARD APPOINTMENTS:

There were none.

22. ADJOURNMENT:

There being no further business to come before the City Commission, it was moved by Commissioner Burke, seconded by Commissioner Taylor to adjourn the meeting at 10:05 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CITY OF OPA-LOCKA
“The Great City”

CLERK’S ACTION SUMMARY MINUTES
SPECIAL COMMISSION MEETING
July 9, 2021
5:00 P.M.

1. CALL TO ORDER:

Mayor Pigatt called the meeting to order at 5:12 p.m. on Friday, July 9, 2021 at Sherbondy Village, 215 Perviz Avenue, Opa-locka, Florida.

2. ROLL CALL:

The following members of the City Commission were present: Commissioner Chris Davis, Commissioner John H. Taylor Jr., Vice Mayor Veronica J. Williams and Mayor Matthew A. Pigatt. Also, in attendance were: City Manager John E. Pate, Assistant City Attorney Shirlyon McWhorter and City Clerk Joanna Flores.

3. INVOCATION:

The Invocation was delivered by Vice Mayor Williams.

4. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited in unison.

5. PUBLIC INPUT:

Agenda Item(s) Only

Clerk Flores announced the protocol for public participation at City Commission meetings. The Clerk stated that no one requested to address the Commission virtually but pointed out that there may be members of the public who would like to provide their input in person.

Mayor Pigatt opened the floor for public input.

Dottie Johnson of 13724 NW 22nd Place stated that as a member of the Audit Committee, she has come in front of the Commission at least three different times, asking to hold an Audit Committee meeting. Pointing out that the committee has not met since December 29, 2020 she strongly encouraged the Commission to review Florida Statute 218.319 to see the responsibility of the Audit Committee. Asserting that she does not want to be on a committee for a paper trail, Ms. Johnson

expressed her concern that various committees have not met in years and suggested that she may need to follow up with the Governor's office. Reminding the Commission that recommendations and motions can't be made in a joint workshop, she stated that they need to meet and urged them to do the right thing.

There being no additional persons to speak, Mayor Pigatt closed the floor for public input.

Mayor Pigatt addressed Ms. Dottie Johnson's comments, stating that the Commission will be calling for an Audit Committee Workshop at the conclusion of the meeting. The Mayor also said that the meeting wasn't as planned as the Commission would like in terms of the audit process and expressed his hope that they will have more notice about future status updates so that they can plan meetings of the Audit Committee.

6. PRESENTATION BY ANTHONY BRUNSON, P.A.:

City of Opa-locka FY 2018-2019 Audited Financial Statement and Annual Financial Report

Mr. Anthony Brunson PA presented an overview summary of the results of the September 30, 2019 audit. Mr. Brunson explained that the actual audit report is extensive and includes over 110 pages and offered to come back before the Commission to provide more detail. He congratulated the City staff for their herculean efforts that have been made over the past few years, reporting that the audit opinion is unmodified, meaning that it meets all the accounting standards without any exceptions. Recalling that Opa-locka had started with no opinion, and then had a modified opinion for certain items, Mr. Brunson noted that this is what is known in the industry as a clean audit opinion. Throughout his presentation, Mr. Brunson reviewed the statement of net position of the City's governmental activities and proprietary activities, an overview of revenues from governmental activities and proprietary activities, in addition to an overview of operating expenditures from governmental activities and proprietary activities. Mr. Brunson reminded the Commission that four years ago, the City's audit included ninety-nine findings that have been primarily removed because of the progress that has been made, and he informed them that the current audit findings would be in the back of the report under the compliance section, including the progress still to be made on the City's overall internal control environment. He concluded his presentation by offering to answer any specific questions.

Mayor Pigatt opened the floor for any questions or comments from the Commission.

Commissioner Davis thanked Mr. Brunson for his presentation of the audit. He addressed Mr. Brunson's discussion of water collections, which the Commissioner acknowledged has been an ongoing issue in the City; recalling that it was suggested to issue liens against accounts that have gone delinquent, he asked if it was being recommended to record those numbers on the books even though the City hasn't collected it.

Mr. Brunson pointed out that the City's water collections are recorded on the books and the allowance has been provided, and he added that the issuing of liens is an option that is available to Cities, but that the extent of the effort taken on collection, would be the Commission's decision and said he would have to defer to the City Attorney.

Commissioner Davis acknowledged that there are some legal challenges with issuing liens for delinquent water bill collections, recalling it having been discussed in previous meetings with the City Manager. The Commissioner said that he just wanted to understand how the City would deal with an issue such as the collection of water revenues, which he pointed out have declined over the years.

Mayor Pigatt recognized that Mr. Brunson has been on the audit journey with the Commission since the City got into its financial crisis. The Mayor stated that Mr. Brunson has seen the City at one of its most challenging times and expressed his appreciation for the assistance that has been provided as the City moves towards the light. He noted that most of the kudos go to TriMerge Consulting Group and the staff that has been working on the audit over the past four years to have the City make it to where it is today. The Mayor expressed his respect for the work that's been done with the audit. Noting that Commissioner Davis had brought up water collections, the Mayor asked if the nearly 67% increase in revenues from \$8.4 million the prior year to \$14 million, was based upon the books or if it represented cash in hand that came into the City.

Mr. Brunson explained that the increase in water collection revenues is based upon billings that had not been issued. While he noted that he would defer to Financial Consultant Gerri Lazarre, he said that when the switchover occurred, sources that had not been billed at all or were not billed the proper amount were identified, and the capturing of that data was reflected in the increase in billing activity.

Mayor Pigatt asked Mr. Brunson to clarify whether the increase seen in water collection revenues was just billing and not actual cash collected.

Mr. Brunson confirmed that the increase seen in water collection revenues, represented actual billings and that the actual cash was approximately \$10 million, with the allowance being \$5 million.

Mayor Pigat noted that the 2018-2019 audit year would reflect the point when the City started to transfer most of its water bills to Miami-Dade County and said that seeing such an increase in the capture of revenues is significant. The Mayor stated that the Commission must tackle making sure that the water bill collections come into the City. Recalling that prior audits had quite a few findings which he said have come together, he then pointed out that this audit doesn't have as many findings. Recognizing that there are still some challenges with bank reconciliations and DERM, he asked Mr. Brunson how the City is doing in terms of addressing those issues.

Mr. Brunson asked the Commission to keep in mind that the audit is for September 30, 2019, but said that with the benefit of time, there has been the opportunity to meet with the authorities and their agencies to reconcile what has been collected, what was not collected, what should have been collected in the past and what's available going forward. He explained that going through all those processes has created an additional source of revenue and allowed them to arrive at a number that they and the City's staff are comfortable with and can opine on. In terms of how DERM is calculated, Mr. Brunson said that a surtax of 8% was being added, but the actual state statute says that it should be a surtax of 6%. Pointing out that the 2% difference in the surtax represented a liability, he assured the Commission that it had been reconciled and recognized in the books.

Mayor Pigatt recognized that because Mr. Brunson is an external auditor, he can look at the City's books and operations through an outsider's perspective. The Mayor asked Mr. Brunson what they, as a young Commission, should focus on over the next year, when it comes to the City's audit and finances, to make sure they are being good stewards of taxpayer's funds.

Mr. Brunson recommended that the Commission look at the reconciliations of account activity, in addition to the due to and due from account activity, which is where balances are showing, as well as looking into payables and the enhancing of the accounting system to better capture the data and do proper cutoffs at the end of the year. He also pointed out that some checks have been outstanding for over a year and suggested that the City look at those in connection with the bank reconciliations, reminding the Commission that the State of Florida has a fund they must go through to clear stale checks. Mr. Brunson asserted that the Commission should stay the course and said that even though there is still work to be done, as they move forward, many of the comments that have been addressed will be removed from future reports.

Mayor Pigatt thanked Mr. Brunson and asked City Manager Pate for clarity on the game plan for completing the City's last outstanding audit.

City Manager Pate stated that he will be meeting with staff next week to draft the appropriate timeline to provide to the City Commission.

Mayor Pigatt asked City Manager Pate if a meeting of the Audit Committee could be called as soon as possible to go over the information and be prepared for the next audit.

City Manager Pate stated that as the Chair of the Commission, when the Mayor directs him to look at dates to call a meeting of the Audit Committee, he will.

Mayor Pigatt asked City Manager Pate to please schedule a meeting of the Audit Committee.

City Manager Pate confirmed that he will schedule a meeting of the Audit Committee.

Mayor Pigatt asked if the Commission had any comments or questions on the City's audits.

Commissioner Davis recalled that in previous years, the Commission had expressed interest in having a comprehensive annual financial report (CAFR) and asked if the 2019 audit has that information.

Mr. Brunson explained that securing CAFR requires ten years of statistical data and would be one of the next steps to work toward as the City continues to evolve, to include it in the audit reports.

Commissioner Davis wondered if it would take five or six years for the City to be in line to include the CAFR in their audit reports.

Mr. Brunson pointed out that the ten years of statistical data is available to be captured and included. He stated that what is being presented is the annual financial report, and that the CAFR would require the historical data.

Mayor Pigatt concluded the presentation of the audit report by thanking Mr. Brunson for his work in the City over the past few months to get the audit completed.

7. RESOLUTIONS:

A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING AND APPROVING THE FY 2018-2019 AUDITED FINANCIAL STATEMENT AND ANNUAL FINANCIAL REPORT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Sponsored by City Manager

The above resolution was read by Attorney McWhorter.

Mayor Pigatt asked if there was a motion to discuss Agenda Item 7-A.

It was moved by Commissioner Taylor, seconded by Vice Mayor Williams to discuss Agenda Item 7-A.

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

Commissioner Davis	Yes
Commissioner Taylor	Yes
Commissioner Burke	Not Present
Vice Mayor Williams	Yes
Mayor Pigatt	Yes

B. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, EXTENDING AN AGREEMENT WITH TRIMERGE CONSULTING GROUP, P.A., FOR A THREE-MONTH PERIOD; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager*

The above resolution was read by Attorney McWhorter.

Mayor Pigatt asked if there was a motion to discuss Agenda Item 7-B.

It was moved by Vice Mayor Williams, seconded by Commissioner Taylor to discuss Agenda Item 7-B.

Mayor Pigatt asked City Manager Pate to introduce Agenda Item 7-B.

City Manager Pate explained that he is proposing three-month extension to Financial Consultant Gerri Lazarre's contract until the City gets a proper number of responses to the financial services request for proposals, and a final close out date is set. When those findings and the recommendation does come in, Mr. Pate stated that if it is the case, Ms. Lazarre's contract can transition her contract at that point.

Mayor Pigatt asked City Manager Pate what was challenging the City to get proper responses to the financial services request for proposals.

City Manager Pate stated that he has not reported difficulty obtaining responses to the financial services request for proposals and reminded the Commission that the request for proposals period is still open.

Mayor Pigatt stated that having the support staff for the Finance Department in the City has been a challenge and asked for the status on recruiting staffing for the department, and what is being done to attract competitive candidates.

City Manager Pate assured the Commission that there are not any significant staffing issues within the Finance Department other than the senior accountant and possibly one other position that is open. Mr. Pate reported that there are difficulties recruiting individuals to work for the City. He said that the City's pay plan is being looked at holistically to be able to provide a recommendation to the Commission. Additionally, Mr. Pate stated that he doesn't yet know what direction the closure of the financial services request for proposals will take, including his final recommendation to the Commission for the entire Finance Department.

Commissioner Davis recalled that the Commission looked at the salary requirements for the Finance Department and ultimately changed the threshold and asked City Manager Pate if he still thinks that is a challenge.

City Manager Pate explained that salary is always something that is looked at when recruiting and hiring individuals, with salary discrepancies being addressed at the time of recruitment. Mr. Pate assured the Commission that the City no longer has the staffing deficiencies in the Finance Department that existed over the past six or seven months with the mass hiatus of employees; reporting that most of those positions have been filled. He also acknowledged the Finance

Department staff that is there, has been performing herculean tasks based on what has been in front of them, especially being down two audits.

Commissioner Davis stated that if the salary is an issue with recruitment, he suggested that it would be fiscally responsible for the Commission to look at raising salary levels during the upcoming budget process.

City Manager Pate stated that the salary is looked at during the time of recruitment, explaining that they look at the level of skill for the staff that is being brought on, including whether they have CPA licenses or not. Mr. Pate added that he also looks at the recommendations provided by the Interim Finance Director and works with Ms. Lazarre daily.

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

Commissioner Taylor	Yes
Commissioner Burke	Not Present
Vice Mayor Williams	Yes
Commissioner Davis	Yes
Mayor Pigatt	Yes

22. ADJOURNMENT:

Mayor Pigatt stated that before the Commission adjourns, while he liked being able to get in and out of a meeting very quickly on a Friday, he wanted to ask that meetings be pushed to at least 5:30 PM if not 6 PM, to give those who are working professionals, time to get to the meeting.

City Manager Pate assured the Commission that he would ask City Clerk Flores to poll the Commission on various time frames for future meetings.

There being no further business to come before the City Commission, it was moved by Commissioner Davis, seconded by Commissioner Taylor to adjourn the meeting at 5:52 p.m.

Matthew A. Pigatt
Mayor

Attest:

Joanna Flores, CMC
City Clerk

CONSENT AGENDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND ESTABLISHING A CITY SPECIAL EVENTS LIST FOR THE 2021-2022 FISCAL YEAR AND A BUDGET; ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SCRIVENOR'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to hold special events each year that are designed to enhance the quality of life for residents and visitors and foster cooperative leadership within the business community and the City; and

WHEREAS, pursuant to Resolution 21-9859, the City Commission of the City ("City Commission") established a Special Events Policy and Procedures; and

WHEREAS, the City Commission now seeks to establish a Special Events List for the 2021-2022 Fiscal Year and budget, attached hereto as Exhibit "A"; and

WHEREAS, the City Commission finds it is in the best interest of the City and its residents to adopt the 2021-2022 Special Events List.

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

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

Section 2. Establishment of a Special Events List for 2021- 2022 Fiscal Year and Budget. The City Commission of the City of Opa-Locka hereby approves the Annual City Special Events List and Budget for the 2021-2022 Fiscal Year, as set forth in Exhibit "A".

Section 3. Scrivener's Errors. Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the 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 upon the adoption by the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this _____ day of _____, 2021.

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 Burke	_____ (Yes)	_____ (No)
Commissioner Davis	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:	Delven Patterson		Department Director Signature:			
City Manager:	John E. Pate		CM Signature:			
Commission Meeting Date:	July 14, 2021	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading	2nd Reading
	X					
			Public Hearing: (Enter X in box)	Yes	No	Yes
Funding Source: Account#:	(Enter Fund & Dept) Ex: 72-572403		Advertising Requirement: (Enter X in box) N/A		Yes	No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
		X				
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X					
Sponsor Name	City Manager		Department:		City Manager	

Short Title:

Annual Special Events

Staff Summary:

This item is to set the annual Special Events list for the FY 22 budget year. The intent is for the City Commission to review the list of special events provided by staff and provide input. The final list of events will be formatted into a Special Events Calendar after City Commission approval. Events can be added to Special Events calendar at the Commission's discretion. Additionally, the recently adopted Special Events policy provides for the establishment of equal budget allocations for each member of the Commission to conduct Special Events of specific interest to that member.

Financial Impact - The cost of the schedule of the Special Events established by the City Commission and the amount to be allocated to each member of the Commission for individual Special Events will be incorporated into the proposed FY 22 City Budget.

Proposed Action:

Staff recommends the City Commission establish the list of Special Events, and the cost of each, to be conducted by the City in FY 22 and also establish the budget to be allocated to each member of the Commission to conduct Special Events of specific interest to that Commission member.

Attachment:

1. List of recommended Special Events, including cost of each.
2. Description of each Special Event.

72		<u>Parks & Recreation</u>	FY 22
ACCT	ACCT #	Account Title	Original Budget
572403	403	<u>Special Events</u>	
		Easter Event	1,500
		MLK Walk	
		Track Invitational Meet	2,200
		Christmas Toys	3,500
		Halloween	2,500
		Back To School	2,500
		Christmas Tree Lighting	
		Black History Month	2,000
		Community Chess Tournament	
		Other	7,000
		Total	21,200
		<u>Special Events to Be Added</u>	
		<u>Commission Allocated Amount</u>	



Description of Special Events:

Easter Event

- Easter basket giveaway
- Easter egg hunt
- Music, Games, Face Painting
- Arts N Crafts

MLK Walk

- Walk through the community with residents, employees, and Elected Officials

Track Invitational Meet

- Track program annual invitation (Special Event for Track Program)

Christmas Toys

- Annual Christmas Toy giveaway

Halloween Fun Night

- Music
- Games
- Candy bags

Back to School

- Annual Bookbag and school supply giveaway

Christmas Tree Lighting

- Annual Lighting of Christmas Tree

Black History Month

- Black history breakfast
- Supplies for Kids for Black history show

Community Chess Tournament

- Annual Chess tournament

Other

- Supplies needed for events (costumes, decorations, food, entertainment etc.,)

RESOLUTION NO. 21-9859

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ESTABLISH AND IMPLEMENT A SPECIAL EVENTS POLICY AND PROCEDURES, ATTACHED HEREIN; PROVIDING FOR REPEAL OF ALL PRIOR RESOLUTIONS IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") desires to hold special events each year designed to enhance the quality of life for residents and visitors and foster cooperative leadership within the business community and the City; and

WHEREAS, the City Commission of the City ("City Commission") desires to establish special events policies and procedures; and

WHEREAS, the proposed policy, attached hereto as Exhibit "A", is designed 1) to provide a procedure that permits the City Commission to provide guidance early in the annual budget process regarding the schedule of Special Events, the cost of each, and how to be reflected in the budget for the coming year; 2) provide for an additional budget allocation to the Mayor and each Commissioner for Special Events of particular interest to him/her and that are not addressed in the schedule established in the prior purpose; 3) provide comprehensive procedures, for any person or entity interested in utilizing City facilities to conduct a Special Event, in regard to the application for, planning and execution of and post-event requirements associated with a Special Event; 4) define City staff responsibilities and procedures; and 5) provide guidance in seeking sponsors to expand the number of participants and to help defray the cost of Special Events; and

WHEREAS, the City additionally desires to regularly conduct Special Events to promote the sense of community and ensure that such events are executed in a fiscally responsible manner; and

WHEREAS, for purposes of this the policy, a "Special Event" is defined as any event, meeting, activity, or gathering of persons invited by public advertisement for the purpose of witnessing or participating in any common purpose, entertainment or exhibition, or purchasing or selling any merchandise, food or beverage or consuming any food or beverage upon any City-owned public facility, street, sidewalk, alley, park, parking lot or other public place. A Special Event is normally conducted for the public, but in some instances may be conducted solely for the benefit of City Staff; and

WHEREAS, the City Commission finds it is in the best interest of the City and its residents to adopt Special Events Policies and Procedures; and

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

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

Section 2. Establishment of a Special Events Policy and Procedures. The City Commission of the City of Opa-Locka hereby authorizes the City Manager to establish and implement a Special Events Policy and Procedures, as set forth in Exhibit "A" attached hereto.

Section 3. Conflict and Repealer. Any provision of any City of Opa-Locka resolution or regulation which is in conflict with the provisions of this Resolution is hereby repealed.

Section 4. Effective Date. This Resolution shall take effect upon the adoption by the City of Opa-Locka and is subject to the approval of the Governor or Governor's Designee.

PASSED AND ADOPTED this 28th day of April, 2021.



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: Vice Mayor Williams

Seconded by: Commissioner Taylor

VOTE: **3-0**

Commissioner Burke	ABSENT
Commissioner Davis	ABESENT
Commissioner Taylor	YES
Vice-Mayor Williams	YES
Mayor Pigatt	YES



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

Department Director:	Delven Patterson		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	April 28, 2021		Item Type: (Enter X in box)	Resolution X	Ordinance ☐
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
Funding Source: Account#:	(Enter Fund & Dept) Ex: N/A		Advertising Requirement: (Enter X in box) N/A	Yes	No
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:		
		X			
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X				
Sponsor Name	City Manager		Department:	Parks and Recreation	

Short Title:

Special Events Policy and Procedures

Staff Summary:

This proposed policy is designed to accomplish the following objectives:

1. Provides a procedure to permit the City Commission to provide guidance early in the annual budget process as to the schedule of Special Events, and the cost of each, to be reflected in the budget for the coming year.
2. Provides for an additional budget allocation to the Mayor and each Commissioner for Special Events of particular interest to him/her not addressed in the schedule established in the prior section.
3. Provides comprehensive procedures for any person or entity interested in utilizing City facilities to conduct a Special Event in regard to the application for, planning and execution of, and post-event requirements associated with a Special Event.

4. Defines City staff responsibilities and procedures to ensure that:

- a. The City Commission is involved in the determination of the Special Events schedule early in the budget process and the City Commission is kept informed of the status of forthcoming Special Events throughout the year.
- b. All Special Events are carefully planned and executed to ensure the safety of the participants, the protection of City assets and the overall success of the event. When a Special Event is conducted by another party or entity rather than the City, also provides for ensuring the City is reimbursed for efforts expended in support of the Special Event.

5. Provides guidance in seeking sponsors to expand the number of participants and to help defray the cost of Special Events.

This proposed policy has been discussed at a couple of workshops in the past few months. The policy now being submitted incorporates the few changes directed at the most recent workshop. All changes are limited to the first four pages of the policy with the primary changes being as follows:

- a. The description of the Special Events determined by the Commission early in the budget process for inclusion in the budget has been simplified and are now called "Primary Special Events"
- b. Rather than referring to events as "Using City Resources" or "Not Using City Resources", this terminology has been modified to differentiate between "City Incurs Expense" and "City Incurs No Expense".
- c. Special Event Expense referred to immediately above is defined for FY 22 as expenditures for goods and services from external vendors. For FY 23 and beyond this definition is expanded to include the cost of using City resources, primarily the cost associated with staff involved in supporting a Special Event. Excluding this additional cost in FY 22 is intended to give staff time to better understand the staff effort involved in supporting Special Events, resulting in more realistic planning in future years.
- d. The procedures involved when a member of the Commission chooses to conduct a Special Event where the City incurs no expense have been more clearly delineated.

Financial Impact – There is no immediate financial impact associated with the adoption of this policy.

Proposed Action:

Staff recommends the City Commission adopt this Special Events policy and procedures.

Attachment:

- 1. Special Events Policy and Procedures

Parks & Recreation Department Policy
Special Events

Policy – The City of Opa-locka, under the direction of the City Commission, will regularly conduct or otherwise facilitate a wide range of Special Events to promote the sense of community and enhance the City's quality of life. All Special Events will be comprehensively planned and executed in a fiscally responsible manner to ensure successful events.

Purpose – The purpose of this policy is to clearly define procedures and responsibilities to ensure adherence to this policy.

I. Definitions

Special Event - Any event, meeting, activity, or gathering of persons, usually invited by public advertisement, for the purpose of witnessing or participating in any common purpose, entertainment or exhibition, or purchasing or selling any merchandise, food or beverage or consuming any food or beverage upon any City-owned public facility, street, sidewalk, alley, park, parking lot or other public place. A Special Event is normally conducted for the public, but in some instances may be conducted solely for the benefit of City staff.

Special Event Categories

- **City-Produced Special Event**
 - **Primary Special Event** – Events identified individually and incorporated into the annual budget to be adopted in September each year.
 - **Mayor or Commissioner Initiated Special Event**
 - **Budgeted Special Event** – Events funded by a budget established individually for the Mayor and each Commissioner (same allocation for each) incorporated into the annual budget for each to initiate Special Events of particular interest to him/her. Budget is stated as a dollar amount and not identification of specific events.
 - **Unbudgeted Special Event**
 - **City Incurs Expense** – In the absence of available budget, the sponsor (Mayor or Commissioner) must obtain Commission approval, including a budget amendment to fund and conduct the proposed event. This would occur when the allocated budget for the sponsor has already been utilized for other events.
 - **City Incurs No Expense** – An event having no financial impact for the City.
- **Other-Party-Produced Special Event** – The public, including businesses, institutions and other organizations, may request use of City property and facilities to conduct a Special Event. This also includes any event on private property that could adversely impact neighboring properties or the use of public property such as roadways or sidewalks.

Special Events Coordinator – Responsible for coordinating all Special Events within the City, reporting to the Parks & Recreation Director. In the absence of a Special Events Coordinator, the Parks & Recreation Director will serve as the Special Events Coordinator. The Special Events Coordinator responsibilities include:

- **City-Produced Special Event – Incurring Expense** - Responsible for ensuring the successful planning and execution of these events, ensuring the full coordination and involvement of all City departments necessary for a successful event. This includes all City-produced events other than Mayor or Commissioner Initiated Special Events that incur no City expense.
- **Mayor or Commissioner Initiated Special Event – Not Incurring City Expense** – Responsibilities limited to receiving notification of an event from the City Manager’s Office, ensuring no conflicts with other City activities, ensuring event is properly promoted and informing all City officials and other key City staff of the event.
- **Other-Party-Produced Special Event** – Responsible to ensure the event meets all requirements for planning, executing and post-event completion as described in this policy.

Special Events Committee – A committee composed of the Parks and Recreation Director and/or Special Events Coordinator as Chairperson, Police Chief or designee, Public Relations representative, and the Director of Public Works or designee. The HR Director and/or Budget Administrator may participate when requested if HR or financial issues arise. The Special Event Committee will be utilized by the Special Events Coordinator whenever he/she deems appropriate to ensure the successful evaluation, planning and execution of a Special Event.

Special Event Expense – For FY 22, references to Special Event Expense in this policy are limited to expenditures paid to third parties for goods and services. For FY 23 onward, expense will include the cost of using City resources, primarily the cost of staff associated in supporting an event.

Event Organizer/Producer – The individual or entity requesting to conduct an Other-Party-Produced Special Event who is financially responsible for all fees, deposits, damages or other charges related to the event and who has the authority to make the necessary decisions in the planning and execution of the event. Sitting members of the City Commission, City boards and agencies, and any members of their immediate families, or any person who has departed from City service in the prior 24 months, shall have no financial interest, direct or indirect, in entities that organize or produce Special Events. Immediate family members include parent, step-parent or parent-in-law, child or step-child, sibling, step-sibling or sibling-in-law, spouse, sibling children, grandparents and grandchildren.

Special Event Permit – Required for Other-Party-Produced Special Events and issued after all requirements are met by the requesting Event Organizer/Producer and all applicable advance fees are paid. The permit will cover the Event Organizer/Producer and their selected vendors. A Special Event Permit must be issued for each event. Additional permits and licenses may be required for tents, alcohol, outside vendors, signs, banners, electricity, and miscellaneous construction. No person shall engage in, participate in, aid, form or start any Special Event unless a Special Event Permit has been issued.

Partnerships – In providing City-Produced Special Events, partnerships will be sought with community and other organizations to broaden the appeal of the event and to possibly assist in defraying the cost of the event.

II. Procedures

Annual Planning / Budgeting

- **Primary Events**

1. Annually in May the Parks & Recreation Director will present to the Commission a list of recommended Primary Special Events to be conducted for the coming year, including the cost of each event and the number of people anticipated to attend the event. In the development of the proposed schedule for the coming year, the Parks and Recreation Department will conduct an evaluation of the cost of each event versus the number of residents and others anticipated to participate in the event, and other considerations as identified, to evaluate whether this is an appropriate expenditure of City resources.

2. At that time the Commission will provide guidance to the Parks & Recreation Director as to the specific events to be incorporated into the next year's budget, including the cost for each event. Events to be included for the coming year may include events the Commission has identified in addition to those proposed by the Parks & Recreation Director. If not fully resolved at the May meeting, the Parks & Recreation Director will present to the Commission in June the final schedule of Primary Special Events for the coming year to ensure there is consensus.

- **Mayor or Commissioner Budgeted Special Events**

1. At the same May meeting where the Primary Events for the coming year are deliberated, the Commission will determine the amount of budget to be allocated to each member for Mayor or Commissioner Budgeted Special Events for the coming year.

- **General**

1. At least two months prior to a scheduled event, the Parks & Recreation Director will review the event plans with the Commission.

2. The Parks & Recreation department will establish a program to encourage public donations to at least in part offset the expense of Special Events. Guidelines for soliciting public donations are: Special Event Forms will be provided for sponsorship donations and "in-kind" services. Monetary gift amounts and "in-kind" service hours is required information.

3. Special Events will be advertised through flyers, Commission meetings, the City website and other channels as recommended by the City's public information consultant.

4. All monetary donations will be forwarded immediately to Finance and receipted for using a City receipt form provided by Finance.

5. The Parks & Recreation Department will work with Finance to establish separate revenue accounts, including identification of donor contributions, and expenditure accounts to permit assessment of results versus planned revenue and expenditures.

6. After the completion of each Special Event, the Parks & Recreation Director will conduct a review of the event to evaluate its effectiveness in terms of the number of attendees, the attendees' satisfaction with the event and the adequacy of the budget provided for the event. The Parks and Recreation Director will also evaluate the effectiveness of all departments in carrying out their responsibilities as the basis for improvement.

Mayor or Commissioner Initiated Special Event Incurring No City Expense - The Mayor or Commissioner intending to conduct this type of event will notify the City Manager's Office. The City Manager will have the Special Events Coordinator, through the Parks & Recreation Director, review the proposed event to ensure (1) no conflict with other City events, (2) the event is being properly promoted and (3) all officials are made aware of the intended event.

Other-Party-Produced Special Event Special Event - Permit Application Procedure

1. The Event Organizer/Producer will contact the Special Events Coordinator and provide preliminary information as to the nature of the event, the proposed date(s), the facilities requested and, if alcohol will be consumed, the name of the alcoholic beverage temporary license/permit holder applicant.

2. The Special Events Coordinator will review the initial request and, providing the proposed event is consistent with the type of event the City deems appropriate to use City facilities and there are no scheduling conflicts, a Special Event Permit Application Form will be provided.

3. A fully completed Special Event Permit Application must be received by the City at least ninety days before the intended start date of the event.

4. Upon receipt, the application will be reviewed by the Special Events Committee to review the details of the Special Event, address concerns of City departments and determine the specific requirements necessary to secure a permit. Deposit, fees and charges for City services will be identified as well as any additional permits and licenses that may be required for tents, alcohol, outside vendors, signs, banners, electrical services and miscellaneous construction.

5. Upon completion of the review of the application, the Special Events Committee will meet with the Event Organizer/Producer and, if relevant, the alcoholic beverage temporary license/permit holder to convey relevant information and resolve any outstanding issues.

6. The Event Organizer/Producer must submit the advance fees to the Special Events Coordinator at least forty-five days before the intended start date of the event.

7. The Event Organizer/Producer must submit a copy of all required permits, temporary licenses and insurance certificates, if applicable, to the Special Events Coordinator at least twenty days before the intended start date of the event.

8. If all stipulations, requirements and timeline due dates are met by the Event Organizer/Producer, and if all required permits temporary licenses, insurance certificates, if applicable, security deposits and advance fees are received from the Event Organizer/Producer, the Special Events Coordinator will issue the Special Event Permit not less than ten days prior to the intended start date of the event.

9. A Special Event Permit may not be issued if the Event Organizer/Producer fails to meet requirements (e.g., permits, licenses, notifications, insurance, timeline due dates, security deposit, advance fees, etc.) stipulated in the Special Event Policy and the fees as presented in the Special Event Handbook. Additionally, a Special Event Permit may be revoked by the City Manager if it is determined that safety hazards, citations or if the Event Organizer/Producer or their vendors or providers fail to correct conditions identified by City representatives.

Denial of Special Event Application

The Special Events Committee may reject an application for reasons including, but not limited to the following:

1. The proposed event would negatively impact the Facility Rental Area and/or landscaping and grounds;
2. The proposed event would produce unsanitary conditions or harm the environment;
3. The proposed event is of such size and scope to potentially surpass the City's ability to provide services or its ability to ensure the safety of the public or property of the community;
4. The proposed event and/or Event Organizer/Producer is in violation of or has previously violated the City's Special Event Policy or Special Event Permit requirements; fees and charges as outlined in the Fee Schedule Resolution were not paid within the designated timeframes. An Event Organizer/Producer of such an event shall forfeit the right to produce future events;
5. After-action reports completed by City staff following an event previously produced by the applicant indicate that the Event Organizer/Producer acted in a manner that violated the Special Event Policy or the Special Event Permit, created unsafe conditions, failed to correct event problems identified by City representatives at any time, or created other problems of similar magnitude.

Cancellation of an Event

Any Special Event may be canceled by the City for reasons including, but not limited to, any of the following:

- a. Continued failure to correct conditions identified by City representatives which affect the site, public safety, public health or sanitation; or
 - b. Weather conditions that would endanger participants during the event; or
- (1) The Event Organizer/Producer or designated City representatives will determine whether an

event shall be canceled due to weather conditions. The decision of City representatives will be final.

(2) Should event personnel, including paid security and police officers, be released due to weather conditions, the event is considered canceled.

c. City emergencies that require essential City event personnel, require evacuation of the Special Event or downtown area, or endanger the community; or

d. Violations of laws/ordinances or the Special Event Policy; or

e. Other conditions and/or circumstances as determined by the Special Event Committee.

NOTE: Events canceled due to weather conditions or City emergencies will receive a refund of fees and deposits paid. Events canceled for failure to correct conditions identified by City representatives or for violations of laws/ordinances or the Special Event Policy will forfeit all fees and deposits.

Appeal of Denial of Special Event Request or Cancellation of Special Event Permit

The City of Opa-locka will not be responsible for any economic loss or damage resulting from non-issuance of a Special Event Permit, revocation of a Special Event Permit, denial of a Special Event request, or cancellation of a Special Event Permit or a Special Event.

Except as otherwise provided herein, an appeal of the decision of the Special Event Committee regarding a permit application shall be submitted to the City Manager for consideration. The City Manager has the authority to deny or cancel a Special Event Permit for violations of the Special Event Policy or Special Event Permit or for failure to meet the requirements specified in either. The City Manager's decision to deny a Special Event Permit Application will be final except as noted in the following paragraph.

The cancellation of a Special Event Permit by the City Manager may be reviewed by the City Commission by making a written request to the City Manager within ten (10) calendar days of cancellation. If the request detailing the reason for appeal is received twelve (12) or more calendar days prior to the next City Commission meeting, it will be placed on the next Commission meeting agenda. If the request is received less than twelve (12) calendar days prior to the next City Commission meeting, it will be placed on the next subsequent Commission meeting agenda. The decision of the City Commission shall be final.

Special Event Application Requirements

1. Name, date, hours, and description of event;
2. Event Organizer's/Producer's contact information, including the name of the alcoholic beverage temporary license/permit applicant (if applicable);
3. Contact information for the Event Organizer/Producer (person, business, or organization) financially responsible for the event, including the name of the alcoholic beverage temporary license/permit applicant (if applicable);

4. The organization's articles of incorporation and registration with the State of Florida Division of Corporations (Sunbiz) (as applicable);
5. Most recent IRS 990 form for the non-profit entity obtaining the Alcohol Temporary Permit/License and listed as an Event Organizer/Producer;
6. Type of event and requested location or route;
7. Whether the event is a first-time or returning event;
8. Whether the event is free to the public or if it will include paid, priority seating;
9. Whether amplified sound will be used;
10. The type and number of vendors;
11. Whether the event includes the sale, distribution, and/or consumption of alcohol; a site map showing the location(s) of all distribution points for alcoholic beverages.
12. Fencing requirements, if any;
13. Whether the event requires access to electricity, and, if so, the reason;
14. Whether banners will be erected within the event area (a separate permit is required for banners hung on public street light poles);
15. Requests for road closures in conjunction with the event, including plans to manage access;
16. Plans to promote the event;
17. Plans for event security and crowd control, including the number of security guards, their locations, and responsibilities, and plans to control access to the event area;
18. Plans for traffic control;
19. Plans for toilets, sanitation, trash management and keeping the area clean during the event, including plans for cleanup after conclusion of the event; and
20. Pre-event and post-event checklists.

III. Fees and Charges for Special Events

A. Fees and charges for Special Events are established and periodically adjusted by a resolution approved by the Opa-locka City Commission. All Special Event fees are intended primarily to offset the cost to the City resulting from such special events; therefore, except for City- produced events, the City does not waive Special Event fees for facility rentals, permits, licenses or any other

charges for City services. Any Event Organizer/Producer requesting to hold an event on City property or facilities must pay all required fees.

B. The Event Organizer/Producer is responsible for any and all costs for City services as determined by the City.

C. Any Event Organizer/Producer requesting to hold a Special Event on City property or facilities must pay the security deposit and all required Special Event fees prior to the issuance of the Special Event Permit. The security deposit may be utilized to pay for City staff, cleanup, maintenance, or repair if the site is not in a condition satisfactory to the City's representative within forty-eight (48) hours after the post-event inspection unless extenuating circumstances exist and are agreed upon by City staff at the post-event walkthrough.

D. All fees, such as facility rental fees, security deposits, administrative fees, and banner fees must be paid for and presented to the City not less than forty-five (45) calendar days in advance of the event.

E. All required permits and temporary licenses, if applicable, must be paid and provided to the City not less than twenty (20) calendar days in advance of the event.

F. All other fees (e.g., personnel costs, damage compensation, etc.) due to the City must be paid within fifteen (15) calendar days after the event.

G. The security deposit may also be used to pay for any other event-related fees that are unpaid by the Event Organizer/Producer fifteen (15) calendar days after the event.

IV. Insurance Requirements for Special Events

A. Event Organizer/Producer

The City requires the Event Organizer/Producer of an event using City facilities to provide the City with proof of Commercial General Liability Insurance coverage in the minimum amount of one million dollars (\$1,000,000).

1. The policy must provide coverage for general aggregate liability losses, personal and advertising injury, fire damage, medical expenses and additional coverage for volunteer coverage, spectator liability, etc.

2. The coverage shall be written on a "per occurrence" basis and shall be inclusive of "set-up and tear-down" dates.

3. The City of Opa-locka must be named as Additional Insured.

4. Proof of insurance shall be in the form of a standard Accord Certificate of Insurance written by a licensed insurer acceptable to the City.

5. Certificates of Insurance must be submitted to the City not later than twenty (20) calendar days

before the date of the event.

B. Liquor Liability

If alcoholic beverages are being sold, distributed or consumed at a Special Event, the Event Organizer/Producer must also provide the City with a Liquor Liability Endorsement or a separate insurance policy in the amount of two million dollars (\$2,000,000). A copy of the Certificate of Insurance must be provided to the City naming the City as Additional Insured. Certificates of Insurance must be submitted to the City not later than twenty (20) calendar days before the date of the event.

C. Automobile Liability – Driving On City Property

1. The Event Organizer/Producer must provide automobile liability insurance in the amount of two million dollars (\$2,000,000) combined single limit or two million dollars (\$2,000,000) per person bodily injury liability insurance in addition to general liability insurance;
2. The City of Opa-locka must be named as Additional Insured. Certificates of Insurance must be submitted to the City within twenty (20) calendar days of the event;
 - (a) If the vehicle is not personally owned, then Hired Autos and Non-Owned Autos insurance is required. This type of insurance is reflected in the automobile liability section of the insurance certificate;
 - (b) If the vehicle is titled and registered in the name of the organization, then All Owned Autos insurance is required. This type of insurance is reflected in the automobile liability section of the insurance certificate;
3. In the Description section of the certificate, indicate the make, model, year, and VIN of each vehicle and trailer which will be accessing City property. Only those vehicles listed on the policy may be driven on the designated area and approved in the permit;
4. Any unauthorized vehicles on City property shall constitute noncompliance with the Special Event Policy and may render the Special Event Permit null and void, thus cancelling the event and possibly causing forfeiture of the opportunity to produce future events;
5. Date and time for entry and exit by all vehicles must be scheduled and approved thirty (30) calendar days in advance of the event by the City.

V. Requirements Regarding Sale, Distribution and/or Consumption of Alcoholic Beverages at Special Events

A. Request at Time of Special Event Application

The sale, distribution, and/or consumption of alcoholic beverages on City property as part of a Special Event poses additional concerns and may lead to additional requirements for the Event

Organizer/Producer. Should an Event Organizer/Producer wish to sell and/or distribute alcoholic beverages at an event, the request must be submitted with the Special Event Application.

B. State Temporary License/Permit

Before issuance of a Special Event Permit, the Event Organizer/Producer must secure a required State Temporary License/Permit for the sale of alcoholic beverages from the Department of Business and Professional Regulation and secure liquor liability insurance in the amount of two million dollars (\$2,000,000). A copy of all State temporary alcoholic beverage permits and alcohol insurance must be provided to the City twenty calendar days before the event. The person or entity whose name is listed on the State Temporary License/Permit, if different than the person designated as Event Organizer/Producer on the Special Event Permit, will be listed by the City as one of the Event Organizers/Producers. The person or entity who holds the temporary alcohol permit must submit their most recent IRS 990 form with their Special Event Application.

C. Conditions for Approval

Approval of the sale, distribution, and/or consumption of alcoholic beverages at a Special Event held at a City facility or on City property shall be determined and shall be based upon the Event Organizer's/Producer's submission to and gaining approval by the Special Events Committee of the following criteria:

1. A designation of the event dates and hours for sale, distribution, and/or consumption of alcoholic beverages;
2. A site map showing the location(s) of all distribution points for alcoholic beverages.
3. A plan for crowd control, and managing access to the Special Event area;
4. A plan for preventing the sale, distribution, and/or consumption of alcoholic beverages to minors. The plan and personnel necessary to implement it shall be approved by the Police Department as discussed under Subsection D below. The cost for implementation shall be at the expense of the Event Organizer/Producer;
5. A copy of permits and licenses in accordance with State Statutes and the City of Opa-locka for the sale, distribution, and/or consumption of alcoholic beverages are to be submitted to the Special Events Committee;
6. Certification of liquor liability insurance coverage naming the City of Opa-locka as Additional Insured, holding the City harmless and indemnifying the City from all claims, suits and demands; and
7. Within thirty (30) calendar days after the completion of a Special Event, prior to the return of the Event Organizer's/Producer's event deposit, the holder of the Special Event's temporary alcohol permit is required to submit a complete copy of the Sales and Use Tax Return (Form DR-15) to the State Department of Revenue within 10 business days following an event for which a Temporary Alcohol Permit has been issued.

D. Requirements for Events Selling and/or Distributing Alcoholic Beverages

1. A minimum of one (1) Opa-locka Police Department officer must be present during Special Events held on City facilities where alcoholic beverages are being sold, distributed, and/or consumed to ensure that violation of State and local laws does not occur. The presence of police officers does not relieve the Event Organizer/Producer from the responsibility of checking identifications to enforce compliance with minimum drinking age requirements.
2. The number of officers required will be determined by the Chief of Police or designee based on, but not limited to, the number of entrances and exits to the alcohol designated area of the event and the size and scope of the event. If the event has been held previously in the City, the number of officers required will be determined by the Chief of Police or designee based additionally on previous attendance, call history, incident reports, and after-action reports, if any.
3. Fees for Police Department services are set by the City in conjunction with the Police Department.

E. General Rules When Alcoholic Beverage Is Available

The following general rules govern an event where alcoholic beverages will be sold, distributed, and/or consumed:

1. The only alcoholic beverages that may be sold, distributed, and/or consumed at a Special Event are beer and wine;
2. The following limitations will apply to the sale, distribution and/or consumption of alcohol:
 - a. "All you can drink" events are not permitted. This includes "unlimited alcohol" with any kind of ticket or wristband purchase.
 - b. "Buy one, get one free" sales are not permitted (one cup sales only) and using alcohol as an inducement to purchase a ticket or wristband into a VIP or paid, priority seating area is prohibited.
 - c. Cup sizes are limited to a maximum of 16 ounces (no super-sized cups).
3. The entire area where alcoholic beverages will be sold, distributed, and/or consumed must be defined and fenced. The City may provide, for rent, fencing. Delivery and installation of said fencing is the responsibility of the Event Organizer/Producer. Alternative fencing may be considered with approval. Fencing for paid, priority seating shall not exceed four (4) feet in height and shall not obstruct the visibility of others outside the paid priority seating area. No tents, trailers, or other features which obstruct the visibility of others outside the paid, priority seating area may be erected. The cost for fencing rental and installation will be at the expense of the Event Organizer/Producer. Additionally, the Event Organizer/Producer will be

responsible for reimbursing the City for damage to its fencing;

4. Opa-locka Police Department officers (on-duty or off-duty) must be present in the event area at all times when alcoholic beverages are sold, distributed, and/or consumed. The Police Department will determine if officers must man gates or will rove the event area. All entrances/exits must be secured.

Depending on the size and scope of an event, and at the sole discretion of the Police Department, uniformed professional security guards may be permitted to maintain security at entrances and exits to the event in lieu of Opa-locka Police Department officers. Only City-approved professional licensed security companies may be used. Payment of both professional security guards and uniformed off-duty Opa-locka Police Department officers is the responsibility of the Event Organizer/Producer;

5. All entrances/exits must be clearly marked with signs stating "No alcohol beyond this point."
6. No business establishment building may be used as the perimeter for the area of alcoholic beverage sales, distribution, and/or consumption to the event area. A business located adjacent to public property may request a permit on a one-time basis for approval to serve alcoholic beverages on said property solely for a grand opening event. Approval must be granted by City Commission, and the permit will be subject to all rules governing alcoholic beverages outlined in the Special Events Policy;
7. The areas where alcoholic beverages may be sold, distributed, and/or consumed are restricted to the Facility Rental Area, and the municipal parking lot located adjacent thereto.

The area where alcoholic beverages will be sold, distributed, and/or consumed must be protected against product spillage on the sidewalks, streets and grass. A catch basin/bucket must be placed under each beer/wine dispensing unit/tap. The Event Organizer/Producer is responsible for protecting against spillage and for proper disposal of spillage, and the Event Organizer/Producer may be required to pressure wash areas affected by spillage; and

8. Last call for alcohol announcements must be made no later than 30 minutes prior to the end of the event. During the last-call time period, sales and distribution are limited to one drink per person. Alcohol sales/distribution are required to cease no later than 15 minutes prior to the end of the event. Last call and hours of alcohol sales/distribution will be monitored and strictly enforced by the Opa-locka Police Department.

VI. General Requirements For Special Event Permits

A. Compliance with City Codes

All activities conducted as part of a Special Event are required to comply with the provisions of all City Code of Ordinances and the Special Events Policy. Copies are available from the City Clerk and via Internet at the following website: https://library.municode.com/fl/opa-locka/codes/code_of_ordinances?nodeId=PTICH

1. An Event Organizer/Producer holding a Special Event Permit must abide by all policies, procedures, and stipulations outlined in their Special Event Permit. Non-compliance may result in the event being canceled or shut down.

2. An Event Organizer/Producer of a Special Event who does not comply with the City's Code of Ordinances, Special Events Policy, or the conditions outlined in a Special Event Permit, or who does not pay all event fees and charges may forfeit the right to produce future events.

B. Health and Sanitary Requirements

In order to ensure a clean, sanitary environment during and after events held at City facilities, the City's designated representative will approve site cleanup services. The Event Organizer/Producer is responsible for ensuring their vendors and providers keep City facilities, and the surrounding areas used or affected by the crowds attending the Special Event, in a clean and sanitary condition during and after an event. Failure to do so will result in forfeiture of the security deposit and responsibility for reimbursing the City for any outstanding expenses incurred in the correction of the problem.

C. Fire/Rescue Personnel

The requirement for a MERV (mobile emergency response vehicle) with two (2) fire/EMS personnel, a two-member bike team, or additional medical personnel at Special Events will be determined by the Miami-Dade County Fire Chief prior to the event based on, but not limited to, the type of Special Event, expected attendance and crowds, number of food vendors, sale, distribution, and/or consumption of alcohol, and other factors that would tax the department's ability to provide fire/rescue services.

It will be the responsibility of the Event Organizer/Producer to pay the Fire Department for fire/rescue personnel required during the Special Event.

If personnel are scheduled for and report to an event, then the minimum number of hours each shall be paid is three (3) hours. Payment may be made the week prior to the event or within fifteen (15) calendar days after completion of the event.

D. Police Personnel

The requirement for police personnel at Special Events will be determined by the Chief of Police or designee. All requests by the Event Organizer/Producer for police personnel shall be made sixty (60) calendar days in advance of the event through the Special Events Committee. When three (3) or more officers are required, an additional supervisor is required and will receive supervisory rate of pay. The Chief of Police or designee may require additional police personnel for Special Events which include the sales, distribution, and/or consumption of alcohol as deemed necessary for public safety. Payment for personnel shall be made immediately upon completion of the event.

E. Other City Personnel

Should the services of other City department personnel be required to facilitate a Special Event, the Event Organizer/Producer is required to pay for those services within fifteen (15) calendar days after completion of the event.

F. Cleanup

The Event Organizer/Producer will provide all cleanup services for Special Events, including any closed roads and streets. Cleanup includes personnel costs during and after the event, as well as adequate dumpsters, trash cans and grease vats. The number of dumpsters will be determined by the Public Works Department in conjunction with the Event Organizer/Producer, based on the scope of the event and previous experience with events held in the City.

Cleanup also includes the removal of all dumpsters, trash cans, trash, other equipment and pressure washing any areas where grease or other substances are present after an event.

Arrangements for the proper disposal of used cooking grease and gray water will be the responsibility of the Event Organizer/Producer. The grease vat and gray water provider must be City-approved. The cost of these services will be the responsibility of the Event Organizer/Producer.

Paint or spray paint shall be used on the Facility Rental Area, City facilities, event routes, sidewalks, roads, right-of-ways or other public property only with the approval of the Special Events Committee. Event Organizers/Producers who fail to remove such substances prior to the post-event site walkthrough will be billed for the cost of removing them. Events whose producers, staff or volunteers use chalk or spray chalk will be billed for its removal if the chalk or spray chalk is present four (4) days after the event.

The City has an ordinance prohibiting discharge of any liquid or solid into the stormwater drainage system or onto the grass. This is a health and sanitation issue. If provider fails to comply, they will be issued a violation and fined. In addition, the provider will be prohibited from doing business within the City in the future.

G. Temporary Bathroom Facilities

Event Organizers/Producers are required to provide adequate temporary bathroom facilities for their event, including facilities for handicap access as determined by the Special Events Committee. The port-o-let provider must dispose of all trash removed from the inside of toilets. This includes items/trash found when vacuuming the waste from the toilet itself. Any debris/material, etc., must be bagged and removed from the premises by the provider. No such material may be disposed of in City trash receptacles or placed on the sidewalks, grass, landscaping, hardscape, or any other part of the Facility Rental Area. Units may NOT be washed down on site, but must be returned to the provider's facility for cleaning.

The City has an ordinance prohibiting discharge of any liquid or solid into the stormwater drainage system or onto the grass. This is a health and sanitation issue. If provider fails to comply, they will be issued a violation and fined. In addition, the provider will be prohibited from doing business within the City in the future.

H. Banners, Promotional, and Informational Materials

Event and sponsor banners may be hung within the event site; however, banners and any other materials may not be placed on fencing if it obstructs the visibility of others. Nothing shall be attached to the landscape or hardscape.

If an Event Organizer/Producer wants to hang promotional banners on street light poles, an Application to Hang Banners on Street Light Poles must be received thirty (30) days prior to the requested banner installation date. Banner fees apply and are outlined in the Fees and Charges for Special Event held on City Facilities.

L. Road Closures

An Event Organizer/Producer requesting road closures must submit a City of Opa-locka Application for Road Closures to the Special Events Coordinator thirty (30) days in advance of the requested road closure. An Event Organizer/Producer requesting road closures is required to provide thirty (30) days advance notice to all affected businesses and residents of the dates and times of the planned closures. A copy of the notice must be provided to the City.

If road closures are approved, the Event Organizer/Producer must provide barricades for the standard road closure area within the Facility Rental Area. Each intersection affected must be manned at all times during the road closure. The Event Organizer/Producer is responsible for securing and providing manpower. Should professional security personnel be required, the Event Organizer/Producer shall hire security personnel approved by the City. The cost of professional security personnel and/or police officers for traffic control caused by the closure is the responsibility of the Event Organizer/Producer.

The City may provide barricades, cones, etc., for street closures, if available.

J. Overnight Parking

No overnight parking is permitted on City facilities except with specific approval by the City Manager. Authorized overnight security is permitted.

K. Additional Licenses

Events which offer musical entertainment are required to provide the City, if requested, with a copy of their Broadcast Music, Inc. (BMI), Society of European Stage Authors and Composers (SESAC), and/or American Society of Composers, Authors and Publishers (ASCAP) performance agreements, or provide the BMI, SESAC, and/or ASCAP account number and the effective date of the license(s). This license agreement covers copyright clearance for music performed. The

Event Organizer/Producer of such events must complete and sign the form attesting to having met this requirement.

L. Public Announcements

There may be a requirement, depending on the event, for Public announcements to be made at the discretion of the City Manager and for the purpose of educating the public regarding safety concerns.

M. Requested Documents for City Signature

A copy of any documents the Event Organizer/Producer is requesting that the City sign must be provided to the City thirty (30) calendar days before the event.

N. Driving in the Event Area

Vehicles shall not be driven on the grass within the Special Event area, medians, or sidewalks.

VII. General Requirements for Special Event Vendors

The City reserves the right to set guidelines and restrictions for vendors. All applicable City, County and State laws/codes will be strictly enforced. The placement of vendors is limited to areas designated in the Special Event Permit for crafts, food, beverages, and amusements.

Any vendor selling or serving food or beverages must adhere to the requirements of the Parks & Recreation Department, Public Works Department, Fire Department, and the State of Florida Division of Hotels and Restaurants Department of Business and Professional Regulation. No vendor will be allowed to open for business until they have been inspected and approved by all three entities. (Appendix III)

No staking of tents, trailers, or other items is allowed in the Facility Rental Area, streets, or parking lots. Nothing may be attached to the landscape or hardscape. Vehicles may only be driven on pavers or concreted areas during set up and tear down of a Special Event. No vehicle may be driven or parked on any grassy areas at any time.

A. Food and Beverage Vendors

1. Only authorized licensed food vendors shall be permitted to operate on City property or facilities during Special Events. The Event Organizer/Producer must contact the State Division of Hotels and Restaurants not less than ten (10) calendar days before said event with the following information:

a. Dates and times of event;

- b. Type of food service proposed;
- c. A list of all food service vendor owners and operators participating in each event;
- d. The current license numbers of all public food service establishments/restaurants participating in each event; and
- e. Schedule time of inspection.

The Division of Hotels and Restaurants may inspect all food vendors' operations at each event for compliance with minimum sanitation standards. If the vendor does not meet the standard, their operation will be shut down until corrections are made; and

All food vendors are required to obtain a license from the Division of Hotels & Restaurants in order to participate in a Special Event. If a food vendor does not have a State license, the Division of Hotels and Restaurants may issue a Temporary Event Vendor License. Licensing requirements and the State of Florida Guide to Temporary Food Service Events are available on their website at <http://www.myfloridalicense.com>. (See Appendix III.)

2. The Event Organizer/Producer is responsible for ensuring that food vendors containerize all cooking materials and byproducts, especially grease, and that any and all such cooking materials, byproducts, and grease are removed from the City's premises and disposed of properly, or placed in the event's grease vat provided by the Event Organizer/Producer.
3. Vendors who cook with grease-type products are required, as a part of site preparation, to place corrugated boxing paper, or a similar type of protection, as flooring for their booth and on top of the roofing felt to absorb grease and to prevent grease or liquids from falling onto the asphalt, concrete, sidewalks, pavers, or any other part of City property.
4. Food vendors are required to use a grease trap when cooking with grease. The vendor, or Event Organizer/Producer as default, is responsible for the proper removal and disposal of all grease into the event's grease vat or from the event area. No grease or oil may be poured onto the pavement or grass or into stormwater drains within the City of Opa-locka. The Event Organizer/Producer will be accountable for any costs associated with cleanup of storm drains, sidewalks, streets, pavers, and any other City property.
5. Precautions must be made to prevent food, debris, seafood shells, etc. from entering into the City's stormwater system. The placement of traps, screens, etc., may be required.
6. No glass cups or glasses may be used for beverage products. Should beer or wine products only come in glass bottles, the beverage must be served in a plastic or paper cup for distribution to the public. A catch container must be placed under all beverage dispensing units/taps.
7. Cleaning/pressure washing of vendor and eating areas will be a requirement for Special Events where food and/or beverages are served at the event. All costs associated with pressure washing

will be the responsibility of the Event Organizer/Producer.

8. Failure to follow this policy may result in forfeiture of the security deposit, payment of additional fees for pressure washing and cleanup, and forfeiture of the opportunity to participate in future events on City property.

O. Cleaning

At all Special Events, should specific vendors have booths which result in odors, grease or other substances present after the event, the Event Organizer/Producer will be responsible for cleaning/pressure washing the event site area, including roadways.

P. Amusements

1. Mechanical or carnival-type rides for children are permitted within City parks. No mechanical or carnival-type rides may be erected in City parking lots or on roads or sidewalks without the approval of the City Manager. A list of proposed children's rides, along with anchoring methods, must be itemized on the Special Event Permit application and presented to and approved by the Special Events Committee. A copy of the State inspection certificates must be provided to the City before rides can be operated.

2. Inflatable-type amusements are permitted provided appropriate anchoring is in place.

3. Animal rides and animal exhibitions are not permitted.

VIII. Responsibilities

1. Parks & Recreation Director

- a. Each May as part of the budget development process, provide the Commission with a recommended schedule of City-Produced Annual Budgeted Special Events to obtain direction as to what Special Events are to be included in the following year annual budget. Also to obtain direction as to the amount to be included in the budget for Mayor or Commission initiated Special Events.
- b. Serve as the Special Events Coordinator in the absence of a Parks & Recreation staff member in that position.
- c. Ensure the Commission is kept apprised at all times in regard to pending events status.
- d. Ensure the successful completion of every City-produced event.
- e. Ensure that Other-Party-Produced events are planned for, conducted and completed in full conformance with this Special Events policy and procedures.
- f. Seek external partnerships and funding whenever feasible.
- g. Provide Parks & Recreation staff in support of Special Events when required.

2. Public Works Director

- a. Set-up, tear-down and site-restoration by PW staff as appropriate

- b. Provide or obtain equipment required by the event
- c. Provide staff in support of Special Events when required.

3. Finance Director

- a. Ensuring appropriate controls when City is responsible for event cash transactions.
- b. Establishing appropriate accounts when external funding will be obtained.
- c. Providing appropriate receipt documentation when external funding will be obtained.

4. Chief of Police

- a. Overall safety
- b. Crowd management
- c. Traffic management

5. Information Technology Director

- a. Providing or obtaining equipment required by the event
- b. Set-up, tear-down and site-restoration by I.T staff as appropriate

6. Public Information

- a. Maximize event promotion within allowable budget

7. Budget Administrator

- a. Provide analytical support

Appendix I – Facility Rental Area

Facility Rental Area and Facility Rental Areas Where Alcohol May Be Sold, Distributed, and/or Consumed – To Be Accompanied with Map

The following map defines: 1) Facility Rental and Road Closure Area; and 2) areas approved for the sale, distribution, and/or consumption of alcoholic beverages.

A. Facility Rental Area A – Description and Requirements: _____

B. Facility Rental Area B – Approved For Sale, Distribution and/or Consumption of Alcoholic Beverage – Description and Requirements: _____

Alcohol may be sold, distributed and/or consumed in this area when required fencing is in place.

C. Road Closure Area

- a. The standard road closure area is between _____ and _____.
- b. Additional road closures will be determined by the Police Department.

Appendix II – Fire Safety Requirements

Minimum Fire Safety Requirements for Food Trucks, Trailers and Tents*

Vendor Name: _____ Date: _____

Event: _____

* This sample form will be updated periodically and subject to change to reflect the current laws in the State of Florida

The Miami-Dade County Fire Department will not allow cooking prior to receiving a passing inspection from the Fire Marshal or his/her designee. Any questions concerning these requirements should be directed to the Miami-Dade County Fire Marshal.

- ☐ 1. Vehicle/trailer is to be equipped with a commercial exhaust system
- ☐ 2. Vehicle/trailer is to be equipped with a fire suppression system when cooking produces grease laden vapors
- ☐ 3. Fire Suppression System is to be inspected and tagged every 6 months by licensed fire suppression contractor
- ☐ 4. Provide (1) 2A10BC fire extinguisher (red extinguisher)
- ☐ 5. If frying or cooking operation produces grease laden vapors, one **40BC** fire extinguisher for **each piece of frying equipment** or one **K-class** extinguisher is required. (silver extinguisher)
- ☐ 6. Fire extinguishers to be mounted in a fixed location and inspected and tagged by a licensed fire extinguisher company (within last 12 months)
- ☐ 7. All compressed gas cylinders to be chained or strapped in position
- ☐ 8. Filling of LP gas cylinders on site will **not** be permitted
- ☐ 9. There will be no access to the cooking equipment and fuel sources by the general public

Additional Requirements for Tents:

- ☐ 10. Tent material will be required to be treated with flame retardant.
*The Fire Department requires a **certificate or other evidence of approval** by a laboratory of recognized standing or the report of tests made by other inspection authorities as evidence that the tent fabric is flame retardant.*

- Exception: Cardboard used for protection of pavement.***

- ☐ 13. Barbeque grills to be located outside of tent to help eliminate smoke buildup and possible flame up.

Signed: _____ Date: _____

Comments:This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Appendix III – Temporary Food Service Events

Florida Division of Hotels & Restaurants Guide to Temporary Food Service Events

This guide contains the same information as DBPR Form HR 5030-034, Guide to Temporary Food Service Events, available in English and Spanish at the following website: (http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html)

A temporary food service event is an event of thirty (30) calendar days or less in duration where food is prepared, served, or sold to the general public and is advertised and recognized in the community. A temporary food service establishment or vendor is a participant at a temporary food service event.

This guideline for temporary events is based on Chapters 61C-1 and 61C-4, Florida Administrative Code, and Chapter 509, Florida Statutes.

A. Licensing

A public food service establishment or other food vendor must obtain a license from the Division of Hotels & Restaurants for each temporary food service event in which it participates (unless exempted). Annual temporary event licenses are also available which allow participation in an unlimited number of temporary events. The Division will inspect temporary events and if minimum sanitation standards are not met, the food service operation will be discontinued until corrections are completed and verified by the Division.

Sponsors of a temporary food service event must notify the Division of the following items no less than three (3) business days prior to the scheduled event.

- 1) Type of food service proposed,
- 2) Time and location of the event,
- 3) Complete list of food service vendor owners and operators participating, and
- 4) Current license number of each public food service establishment participating.

Notification: Event sponsors may complete notification requirements by telephone at 850.487.1395, in person at the appropriate district office, via email at thr.info@myfloridalicense.com or in writing. A public food service establishment or food service vendor may not use this notification process to circumvent the license requirement.

The Division keeps record of all notifications received for proposed temporary food service events and provides appropriate educational materials to the event sponsor.

Group License: The Division may issue a group license to a vendor with multiple units serving a single non- potentially hazardous food (e.g., churros). All grouped units must serve the same food. Foods requiring additional preparation or handling are not eligible for group licensing. All qualifying units must be inspected in a single location.

B. Licensing Exemptions

Public food service establishments holding current licenses from the Division may operate at temporary events with no additional license fee.

Temporary events such as carnivals, fairs, or other celebrations operated on church or school property or any eating place operated by a nonprofit civic, fraternal or religious organization are exempt from licensing and inspection by the Division of Hotels & Restaurants.

C. Fees

Temporary public food service establishments and vendors are required to pay the following license fees at the time of licensing:

- 1-3 day event – \$91
- 4-30 day event – \$105
- Annual – \$456

The Division does not accept cash payments for fees at temporary events. The Division accepts cashier's checks, money orders or other certified payments. Fees are current at the time of Special Event Policy adoption and are subject to change. Please check the Florida Division of Hotels & Restaurant website for current fees.

D. Fire Safety

Fire Safety Code requires a portable fire extinguisher. Check with the local fire authority for specific requirements pertaining to the size, type or tagging of required fire extinguishers or other fire related requirements.

E. Personnel

Employees may not touch ready-to-eat (RTE) food with their bare hands unless there is a written Alternative Operating Procedure (AOP) available that has been approved by the Division. Without an approved AOP, employees must use suitable utensils such as deli tissue, spatulas, tongs, single-use gloves, or dispensing equipment when handling RTE food.

Food service workers transmit most foodborne disease causing germs to foods. That is why it is so important for employees to maintain high standards of personal cleanliness. All personnel must wash hands prior to beginning work, when returning to work after any break in food preparation activities, when putting on or changing gloves, or any time their hands become soiled.

Smoking is prohibited in ware washing, food preparation and food storage areas.

Personnel must wear clean outer garments, effective hair restraints and no jewelry on their hands or arms (except plain wedding bands). If worn, artificial and painted fingernails must be covered by intact gloves.

All personnel must be free of open sores and skin infections, respiratory infections, upset stomach, diarrhea or other communicable diseases.

F. Facilities

The specific requirements for the temporary event physical facility where food is prepared or handled are based on the length of the event, the type of food that is prepared or served, and the extent of food preparation conducted at the temporary facility. Minimum requirements may include:

- 1) Food service operators must provide overhead protection if food is prepared or portioned or ware washing is done onsite;
- 2) Flooring may be concrete, machine-laid asphalt or dirt/gravel if it is covered with mats, removable platforms, duckboards, or other suitable approved materials that effectively control dust and mud and are graded to drain;
- 3) Walls and ceilings must be constructed of a material that protects the interior from the weather, windblown dust and debris, or other forms of cross contamination;
- 4) When potentially hazardous food is prepared at events of four to thirty (4-30) days in length, the physical structure where the food preparation occurs must be protected against flying insects and other vermin by:
 - a) 16 mesh to 1 inch screens,
 - b) Properly designed and installed air curtains, or
 - c) Other effective means.
- 5) A three-compartment sink is required within the temporary food service for washing, rinsing and sanitizing utensils and equipment. If this activity is conducted at an approved, remotely located commissary or food service establishment, an adequate supply of spare preparation and serving utensils must be maintained on the premises in case the original utensils become soiled; and
- 6) A handwashing facility is required. This facility may be a clean, portable container equipped with an on/off valve. Soap and single-service paper towels must be available for handwashing and hand drying.

G. Water

All food service operations that prepare or portion food on the premises must provide an adequate supply of potable water for purposes of cleaning and employee handwashing. Municipal connections, holding tanks or portable containers are accepted means to provide an adequate supply.

Steam used in contact with food or food-contact surfaces must be free from contamination.

H. Solid and Liquid Waste

Operators must remove all garbage and rubbish from the premises often enough to prevent nuisance conditions and dispose solid waste properly in tight-fitting, covered containers.

Operators must dispose of liquid waste in a public or other approved sewerage system.

I. Required Items

- Sanitizer (properly diluted, unscented bleach may be used)
- Probe thermometer
- Chemical test strips (for measuring sanitizer concentration)
- Three-compartment sink to wash, rinse and sanitize equipment and utensils or access to such facilities at an approved commissary or food service establishment
- Hair restraints
- Adequate supply of back-up utensils
- Adequate supply of potable water
- Soap and single-service towels
- Adequate equipment and facilities to maintain food at the proper temperatures
- Adequate protection from flying insects, vermin, dust, dirt and weather
- Adequate protection for displayed, prepared, and stored food
- If required by local fire authority, properly tagged and sized portable fire extinguisher

To Prevent Foodborne Illness

- Obtain foods from an approved source. Home-prepared food is not allowed.
- Wash hands thoroughly before handling food, single-service items and clean equipment and utensils.
- Maintain hot foods at temperatures of 135° Fahrenheit or above.
- Maintain cold foods at temperatures of 41° Fahrenheit or below.
- Cook pork to a minimum temperature of 145° Fahrenheit for at least fifteen (15) seconds.
- Cook beef to a minimum temperature of 155° Fahrenheit for at least fifteen (15) seconds.
- Cook chicken and other poultry to a minimum temperature of 165° Fahrenheit for at least fifteen (15) seconds.
- Reheat cooked foods to a minimum temperature of 165° Fahrenheit within two (2) hours for hot holding.
- Check food temperatures frequently with a probe type thermometer.
- Heat foods quickly and cool foods rapidly.
- Keep raw and cooked foods separated.
- Thaw foods properly: completely submerged under cold running water not longer than four (4) hours, as part of the cooking process, or under refrigeration.
- Use single-service articles whenever possible.
- Keep foods covered and protected from dust, dirt, insects, vermin and human cross contamination.
- Protect all food, including displayed food, from customer contamination (touching, coughing, sneezing, etc.).

- Minimize handling of foods before, during and after preparation.
- Do not store food directly in contact with ice used for beverages.
- Do not use swollen, leaking or damaged canned goods.
- Store all food products and equipment at least six inches off the ground.

Appendix IV – Special Event Site Inspection and Cleanup Agreement – Pre-Event

Pre-Event Inspection

It is the responsibility of the Event Organizer/Producer to ensure vendors and providers keep City facilities and the surrounding areas used or affected by the crowds attending the Special Event in a clean and sanitary condition during and after an event. The cost of cleanup services and repair of facility damage within the event site, including the road closure area as specified in the Special Event Permit, is the responsibility of the Event Organizer/Producer. Non-compliance may result in the event being shut down, forfeiture of the security deposit, additional fees charged, and/or forfeiture of participation in future events on City property.

Opa-locka Parks & Recreation Department personnel and the Event Organizer/Producer will conduct a site inspection prior to an event. Any areas of concern or damage will be noted with both parties signing the inspection sheet. At an agreed upon time, a closing site inspection will be conducted by Parks & Recreation Department personnel and the Event Organizer/Producer to identify any issues, concerns or damages, and to ensure the site is left in satisfactory condition.

Event Name: _____

Event Date: _____

Inspection Date: _____

Pre-Event Inspection

- ☐ Site Inspection Conducted by Parks & Recreation Department Personnel and the Event Organizer/Producer
- ☐ No Visible Signs of Damage to the Grass, Trees, or Grounds
- ☐ Facilities Clear of all Equipment, Swept, and Trash Cans Emptied
- ☐ Irrigation and Electrical Systems are Operational
- ☐ Equipment at the Facilities Operating Properly

Document Existing Areas of Concern or Damage:

Pre-Event Agreement – Site Inspection and Event Cleanup

I have read and understand the Special Event Site Inspection and Event Cleanup Agreement required for hosting an event in the City of Opa-locka. I agree to follow the Special Events Policy, to ensure any providers or vendors used also understand and follow these standards, and agree to leave the facilities in the condition required.

Signature – Event Organizer/Producer

Date

Signature – Parks & Recreation

Date

Appendix V – Special Event Site Inspection and Cleanup – Post-Event

Post-Event Inspection

- ┆ Site Inspection Conducted by Parks & Recreation Department Personnel and the Event Organizer/Producer
- ┆ No Visible Signs of Damage to the Grass, Trees, or Grounds
- ┆ Facilities Clear of all Equipment, Swept, and Trash Cans Emptied
- ┆ Document Areas of Concern or Existing Damage
- ┆ Irrigation and Electrical Systems are Operational with No Damage Resulting from Event
- ┆ Equipment at Facilities is Replaced and Orderly
- ┆ Document Areas of Concern or Damage Along with Remediation Plans
- ┆ All Vendors and Trash are Removed from the Site
- ┆ Areas Where Food was Prepared and Served Have Been Pressure Washed
- ┆ Portable Toilets Removed from Site Without Incident

Facilities Equipment Inventory

_____ Trash Cans
_____ Barricades
_____ Traffic Cones
_____ Signs

Approval is granted for you to provide your own cleanup services. It is your responsibility to ensure vendors and providers keep City facilities, and the surrounding areas used or affected by the crowds attending the Special Event, in a clean and sanitary condition during and after an event. The cost of cleanup services is the responsibility of the Event Organizer/Producer.

The area where food has been cooked, and any other areas deemed necessary by Parks & Recreation Department personnel, must be cleaned/pressure washed after the event. A cleanup inspection of the site, to include all rented facilities, landscape, hardscape, storm drains, streets, pavers, and grass, will be conducted by Parks & Recreation Department personnel within forty-eight (48) hours of the event.

Failure to follow this policy could result in forfeiture of the security deposit, additional fees charged for cleaning/pressure washing, and forfeiture of participation in future events on City property.

Areas of Concern or Damage:

To be Completed Within Forty-Eight Hours of Completion of Event

The City of Opa-locka and the Event Organizer/Producer agree to the post-event inspection results and any necessary remediation plans as noted in this report.

Signature – Event Organizer/Producer

Date

Signature – Parks & Recreation

Date

RESOLUTION NO. 21-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE OF 9.6500 MILLS FOR COMPUTATION OF AD VALOREM TAXES FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY LAW FOR THE BUDGET FOR FISCAL YEAR (FY) 2021-2022; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST HEARING TO CONSIDER THE PROPOSED MILLAGE RATE AND PROPOSED BUDGET FOR FY 2021-2022; DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF REVENUE, PROPERTY TAX OVERSIGHT, TRIM COMPLIANCE SECTION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, provides that a taxing authority shall advise the Property Appraiser and Tax Collector of the proposed millage rate, the current year rolled-back rate and the date, time and place of the first budget hearing, at which time a public hearing will be held to consider the proposed millage rate and the tentative budget for the upcoming fiscal year; and

WHEREAS, the City Manager of the City of Opa-Locka has recommended a proposed millage rate of rate of 9.6500 mills for FY 2021-2022, commencing October 1, 2021 and ending September 30, 2022.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

The proposed tax levy and millage rate for the City of Opa-Locka, Florida for FY 2021-2022, commencing October 1, 2021 and ending September 30, 2022, is hereby proposed to be 9.6500 mills, which is \$9.65 of property taxes per \$1,000 of assessed property value within the City of Opa-Locka. This represents a 4.723% increase over the rolled-back rate of 9.2148 mills, which is \$9.2148 of property taxes per \$1,000 of assessed property value.

Resolution No. _____

Section 3. The date, time and place for the public hearing to consider the above proposed millage rate shall be as follows:

PUBLIC HEARING

Date: Wednesday, September 15, 2021

Time: 5:01 p.m.

Place: 215 Perviz Ave, Opa-Locka

Section 4. The City Manager is hereby directed to transmit a copy of this Resolution to the Florida Department of Revenue, Property Tax Oversight, Trim Compliance Section by August 4, 2021.

Section 5. 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 the need of a public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. 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 28th of July, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Resolution No. _____

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan			Department Director Signature:			
City Manager:	John E. Pate			CM Signature:			
Commission Meeting Date:	July 28, 2021		Item Type: (Enter X in box)	Resolution	Ordinance		Other
				X			
Fiscal Impact: (Enter X in box) N/A	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X						
				Public Hearing: (Enter X in box)	Yes	No	Yes
					X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex: NA		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
		X					
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) All areas			
	X						
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

Adoption of Proposed Millage Rate and Establishing Date, Time and Place for First September Hearing

Staff Summary:

The City is required to adopt a proposed millage rate, establish the date, time and place for the initial September hearing, to be entered into the State TRIM (Truth in Millage) system no later than August 4, 2021. Staff recommends a millage rate of 9.6500 mills for FY 22, down from 9.8000 mills this fiscal year. Each change of 0.1000 mills in the City millage rate results in a change of \$116,039 in the City's property tax receipts and a further change of \$9,164 in the proceeds the CRA receives from the City. Staff further recommends that the first budget hearing be held prior to the first regularly scheduled Commission meeting on September 15th and the second budget hearing held prior to the second regularly scheduled Commission meeting on September 29th, with the required advertising for the second hearing conducted on Sunday, September 26th. All recommended dates conform to State Statute (TRIM) requirements. Also, as required by State Statute, these dates don't conflict with those scheduled by the County Board of Commissioners (September 14th and 28th) and the County School Board (July 28th and September 9th.)

As discussed at the Budget Workshop, the 6.6% increase the City's tax base discussed at that time, coupled with the recommended 1.5% decrease in the millage rate, is considered to be 4.72% tax increase by State Statute, and as required by State Statute, will be announced as such at the beginning of both September hearings.

It should be noted that the millage rate and hearing information that is decided upon at this meeting will be reflected on the TRIM notices sent out to all property owners by the County by August 24th. The millage rate appearing on the TRIM notice is, for all practical purposes, the maximum millage rate the City can consider at the September hearings, since, although a higher millage rate can be adopted at that time, it becomes very expensive since first class mail has to be sent to all property owners advising them of this increase. Conversely, the Commission can adopt a lower millage rate at either of the September hearings with no additional requirements placed on the City.

Proposed Action:

It is recommended that the City Commission determine an appropriate millage rate that best meets Commission objectives, establish the date, time and place for the initial September hearing and direct that the City Manager have the appropriate TRIM documentation completed, signed electronically and entered into the TRIM system no later than August 4, 2021.

Attachment:

1. Proposed Resolution

RESOLUTION NO. 21-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, SETTING THE PROPOSED BUDGET FOR THE CITY OF OPA-LOCKA, FLORIDA AS REQUIRED BY THE STATE AND LOCAL AGREEMENT OF COOPERATION BETWEEN THE GOVERNOR AND THE CITY OF OPA-LOCKA, FOR FISCAL YEAR (FY) 2021-2022; ESTABLISHING REQUIREMENTS FOR THE APPROVAL OF THE CITY BUDGET ON OR BEFORE AUGUST 1st AND FORWARDING TO THE GOVERNOR THE PROPOSED ANNUAL BUDGET OF THE CITY AS PRELIMINARILY APPROVED BY THE CITY COMMISSION FOR FY 2021-2022; AND DIRECTING THE CITY MANAGER TO FORWARD A COPY OF THIS RESOLUTION AND APPROVED PROPOSED BUDGET TO THE GOVERNOR; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 218.503, Florida Statutes, provides measures to resolve the financial emergency by the City of Opa-Locka, agreeing through the State and Local Agreement of Cooperation between the Governor and the City of Opa-Locka through Executive Order Number 2016-135 to submit to the Governor, on or before August 1st of each year, the proposed Annual Budget of the City, as preliminarily approved by the Mayor and City Commission; and

WHEREAS, the City Manager of the City of Opa-Locka has recommended a proposed budget of Funding (Revenue, Loans, Grants, Interfund Transfers-In and usage of Unassigned Fund Balance) (attached hereto as Exhibit" A") of [REDACTED] and Expenditure of [REDACTED] for FY 2021-2022, commencing October 1, 2021 and ending September 30, 2022 based on the underlying assumptions for revenue and expenditure estimates contained in the proposed Annual Budget documented and included with the budget submission.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

Resolution No. _____

The City Commission hereby approves the proposed _____ government-wide Annual Budget for the City of Opa-Locka, Florida for FY 2021-2022, commencing October 1, 2021 and ending September 30, 2022, for both Funding and Expenditures.

Section 3. The date, time and place for the public hearing to consider the above proposed Annual Budget shall be as follows:

PUBLIC HEARING

Date: Tuesday, July 28, 2021

Time: 7:00 p.m.

Place: Sherbondy Community Center Auditorium, 215 Perviz Avenue,
Opa-Locka

Section 4. The City Manager is hereby directed to transmit the proposed Annual Budget to the State of Florida Governor's Designee, by August 1, 2021 in accordance with Executive Order Number 2016-135.

Section 5. 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 the need of a public hearing, by filing a corrected copy of same with the City Clerk.

Section 6. 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 28th of July, 2021.

Matthew Pigatt, Mayor

Resolution No. _____

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



City of Opa-locka Agenda Cover Memo

Department Director:	Bob Anathan		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	July 28 2021		Item Type: (Enter X in box)	Resolution X	Ordinance
Fiscal Impact: (Enter X in box) N/A	Yes X	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: NA		Advertising Requirement: (Enter X in box)	Yes 	No X
Contract/P.O. Required: (Enter X in box)	Yes 	No X	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No 	Strategic Plan Priority Area: Enhance Organizational ☐ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address) All areas	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Adoption of Proposed FY 22 City Budget To Be Forwarded To The Florida Governor

Staff Summary:

In accordance with the Local Agreement of Cooperation between the City and the State, the City is required to submit to the State by August 1st each a proposed budget for the following year.

Proposed Action:

It is recommended that the City Commission review the proposed budget as recommended by staff, direct staff to make adjustments as appropriate and further direct staff to ensure the amended proposed budget is received by the Governor, or designee, by August 1, 2021.

Attachment:

1. Budget Book
2. Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR REMOVAL OF UNDERGROUND STORAGE TANKS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka's ("City") does not currently have an active contract for the Removal of Underground Storage Tanks and there is a need to solicit said services; and

WHEREAS, the City desires to issue a Request for Proposal ("RFP") for the removal of underground storage tanks; and

WHEREAS, the selected firm will be responsible for the removal of two underground 10,000 gallon steel storage tanks located under concrete and asphalt at 12950 NW 42nd Avenue, Opa-Locka, FL 33054; and

WHEREAS, the City Commission authorizes the City Manager to issue an RFP for the Removal of Underground Storage Tanks.

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 Commission of the City of Opa-Locka, Florida hereby authorizes the City Manager to issue an RFP, attached hereto as Exhibit "A", for qualified and experienced firms.

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 ____ day of _____, 2021.

Mayor Matthew Pigatt

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



City of Opa-locka
Agenda Cover Memo

City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	07.28.2021		Item Type:	Resolution	Ordinance	Other	
			(Enter X in box)	X			
Fiscal Impact:	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
(Enter X in box)			(Enter X in box)				
	X		Public Hearing:	Yes	No	Yes	No
	\$est.		(Enter X in box)		X		X
	2,000.00						
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes		No	
Account# :	Ex:		(Enter X in box)			X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid#:				
(Enter X in box)	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy:			
(Enter X in box)	X		Enhance Organizational ☒	(list the specific objective/strategy this item will address)			
			Bus. & Economic Dev ☐				
			Public Safety ☐				
			Quality of Education ☐				
			Qual. of Life & City Image ☐				
			Communcation ☐				
Sponsor Name	City Manager		Department:	City Manager			

Short Title:

A resolution authorizing the City Manager to issue an RFP for Removal of Underground Storage Tank.

Staff Summary:

The City of Opa-locka would like to issue a Request for Proposal (RFP) for Removal of Underground Storage Tank to solicit proposals from qualified and experienced firms.

Financial Impact

The RFP will be issued primarily electronically, but may require additional advertising, estimated to be \$2,000.

Proposed Action:

Staff recommends the approval of this request to issue the RFP to seek quotes for qualified firms.

Attachment:

Draft RFP

City of Opa-locka



RFP NO: 21-XXXXXXX

REQUEST FOR PROPOSAL (RFP)

REMOVAL OF UNDERGROUND STORAGE TANK



CITY OF OPA-LOCKA
REMOVAL OF UNDERGROUND STORAGE TANK
RFP NO. 21-XXXXXXX

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CITY OF OPA-LOCKA

REQUEST FOR PROPOSALS
RFP NO: 21-XXXXXXX
Removal of Underground Storage Tank

Sealed Proposals for Agent of Record for Employee Benefit Programs will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4th Floor, Opa-locka, Florida 33054, **Wednesday, September 1, 2021 by 1:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The address to submit sealed proposals is listed below:

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

An original and six (6) copies for a total of seven (7) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Removal of Underground Storage Tank**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at www.opalockafl.gov or www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the contract to that proposer whose proposal best complies with the **RFP NO: 21-XXXXXXX** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A Mandatory pre-bid meeting will be held on Wednesday, **August 18, 2021 at 10:00 a.m.** at Sherbondy Village, 215 Perviz Avenue, Opa-locka, FL 33054.

City Clerk
Joanna Flores, CMC



CITY OF OPA-LOCKA

RFP NO. 21-XXXXXXX

REMOVAL OF UNDERGROUND STORAGE TANK

PART I

PROPOSAL GUIDELINES

1-1. Introduction: It is the intent of the Department of Public Works to establish a Contract for the removal of two underground 10,000 gallon steel storage tank located under concrete and asphalt at 12950 NW 42nd Avenue, Opa-locka, Florida 33054.

1-2. Proposal Submission and Withdrawal: The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via www.demandstar.com (e-bid). The City must receive all proposals by 1:00pm on Wednesday, September 1, 2021. The address to submit sealed proposals is listed below:

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

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 21-XXXXXXX – Removal of Underground Storage Tank**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4th Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3. Number of Copies: Proposers shall submit an **original and six (6) copies (a total of 7) plus one copy on CD in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4. Development Costs: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise

description of the Proposer's ability to meet the requirements of the RFP.

1-5. Inquiries: The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6. Addendum: The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

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

1-7. Contract Awards: The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City and executed by all parties. The City anticipates that the final Agreement will be in substantial conformance with this sample Agreement; nevertheless, Proposers are advised that any Agreement may result from the RFP may deviate from the Sample Agreement.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

1-8. Contractual Agreement: This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9. Selection Process: The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10. Public Records: Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-11. News Releases: The Proposer shall obtain the prior approval of the City Manager’s Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

1-12. Insurance: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers’ insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/ \$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers’ Compensation coverage with statutory limits and Employer’s Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

1-13. Licenses: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

1-14. Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services’ “Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing 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”.

1-15. Code Of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

1-16. Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-17. Permits and Taxes: The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

1-18. Protests: Protests of the plans, specifications, and other requirements of the request for proposal and bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

1-19. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be 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.

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

It is the intent of the Department of Public Works to establish a Contract for the removal of two underground 10,000 gallon steel storage tank located under concrete and asphalt at 12950 NW 42nd Avenue, Opa-locka, Florida 33054.

Background:

City staff members have determined that the underground storage tank is located on City property and the City desires the removal of the tank. The City no longer has the desire to operate an in-house fueling facility.

Description of Work: Base Bid Tanks

- Excavate site and remove two underground 10,000 gallon tanks and dispensing equipment, disconnect and seal piping and appurtenances, remove any residual product and dispose in accordance with local, state and federal regulations.
- The excavation shall be backfilled and compacted to meet roadway use in accordance with current ISPWC standards.
- Restore asphalt pavement.
- Miami-Dade County Department of Environmental Quality Underground Storage Tank Field Inspection Report indicate a tank at 12950 NW 42nd Avenue, Opa-locka, Florida 33054 and it is described as steel 10,000 gallon tanks that has been used for the storage of unleaded and diesel fuel.
- Work shall be completed within 30 calendar days from date of notice to proceed for both tanks if the city elects to proceed with removal of both tanks.
- The contractor is responsible for locating all utility lines prior to tank removals. If water is encountered during tank excavation, the work shall stop and the contractor shall notify the city. The city will determine whether dewatering is required and the management of any water removed from the excavation.
- The contractor will be required to complete the project within the terms of the erosion control permit and final payment will not be made until the permit conditions are met.
- Following the removal of the tank, the contractor will allow a city representative to take soil samples. If excavation of the contaminated soils is required, two (2) soil samples will be taken from the lowest depth of the excavation. Appropriate soils sampling and sample handling procedures for analytical Method 8250B and Method 8270 will be performed.
- If groundwater is encountered at the site, then the soil samples will be taken by city staff from the excavation wall above the groundwater level. In addition, if groundwater is encountered, one (1) water sample may be taken. Appropriate water sampling and sample handling procedures for analytical Method 8260B and/or Method 8011 must be performed.
- The contractor will also take photographs of each tank and excavation, and document the activities of the project. If petroleum contaminated soils are present, the contractor shall be

responsible for the removal and disposal of the soils, at the direction of City personnel.

- Contaminated soils will be transported to a Miami-Dade County Department of Environmental Quality approved disposal site and the contractor will pay any disposal site fees.
- After the tank removal and soil sampling procedures have been performed at the site, the contractor will have the excavation back filled and sufficiently compacted for use as a parking (95% compaction). The grading will be restored at each site.
- The contractor will develop a summary report for each site with photographs, disposal documentation, etc. A draft report will be submitted to the City of Opa-locka for comments within 20 days after significant project completion. The City of Opa-locka will provide comments within 5 days. Three (3) final copies of the report will be submitted to Opa-locka City within 30 days after significant project completion.

Contractor Responsibilities

Preparation:

- Develop work plan and safety plan. Review with City personnel before proceeding with work
- Notify and obtain permits from the Miami-Dade Fire Department
- Locate all relevant utilities before initiating the tank removals.
- Once work is started that work continues until complete.
- Tank Removal:
Prepare, purge, test for vapors, remove, clean and dispose the underground storage tanks and appurtenances, following the API RP 1604 (Closure of Underground Petroleum Storage Tanks) and the Uniform Fire Code.
- Provide documents to City Opa-locka that show proper disposal of the underground storage tank.
- Remove and dispose of residual product/sludge in accordance with local, state and federal regulations and provide documentation to Boise City.
- Photograph the tank, excavation and document progress of project site.
- Coordinate with City staff to have soil and/or groundwater samples collected during excavations.
- Excavate, remove and haul contaminated soil, if encountered, at the direction of the City.
- Provide documents, if relevant, that show proper disposal of the contaminated soil.
- Post Removal:
Provide pit run and backfill for the excavation with offsite material. All material to be approved by City of Opa-locka prior to use.
- Compact the backfill to 95% for use as a parking area, regrade the site.
- Clean site of debris or materials related to the tank removals.
- Provide draft summary reports within 20 days of significant project completion.
- Provide three (3) copies of the final summary reports to Opa-locka City within 30 days of significant project completion.

City Responsibilities

Preparation:

- Review contractor’s work plan and safety plan.
- Tank Removal:
Provide DERM Notice of Closure and notify the DERM and local fire department, if contaminated soil is discovered.
Sample soil and/or groundwater in tank excavation area.
- Approve disposal location for petroleum contaminated soils, and pay disposal fees if needed.

Post Removal:

- Review draft summary reports and provide comments within 5 days.

Qualified firms must demonstrate competence and experience in all areas of expertise required by the scope of services.

2-2 PROPOSER QUALIFICATIONS

Adequate information and documentation must be provided in the Proposal to support or confirm satisfaction of the required qualifications below:

- The Proposer shall have extensive experience, expertise and reliability in underground storage tanks and the knowledge of removal. Proposer must have a minimum of five (5) years of consecutive and successful experience in the aforementioned areas.
- Proposer’s track record in providing services to governmental agencies as well as private entities (Please provide a list of current and relevant projects, including client names, titles, phone numbers and email address. Please ensure that contact information is current.)
- Demonstrate an overall combination of skills, prior work experience, business reputation, and commitment to diversity.

2-3 TERM OF CONTRACT

The term of the contract is anticipated to be one fiscal year.

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

- 3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.
- 3.2.7.2 Indicate the earliest available start date for your project team.
- 3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

- 3.2.8.1 Fee basis should be an all-inclusive, hourly fee.

3.2.9 Tab 8 – References

- 3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided Agent of Record services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.

PART IV

EVALUATION OF PROPOSALS

4-1 SELECTION COMMITTEE

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlines in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

4-2 EVALUATION CRITERIA

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

Category	Points
Experience and Qualifications / Ability of Professional Personnel/Financial Qualifications and experience of assigned staff 1. Ability to provide the requested scope of services. 2. Qualifications & experience of the firm and its subcontractors/suppliers relevant to the Scope of Work. 3. Availability of qualified personnel. 4. Ability to meet set standards. 5. Previous contracting experience with the other public, private and/or non-profit agencies. 6. Financial resources and capabilities per financial statements. 7. Evidence of insurance and/or bonding capacity.	25
Quality of Services / Technical Approach to the Scope of Work 1. High-quality level of services to be provided to the City. 2. Understanding of City needs.	25

Proposed Fee 1. Pricing Structure 2. Fee Schedule/Cost Proposal 3. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.	50
TOTAL	100

4-3 ORAL PRESENTATIONS

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer’s ability to perform the services in the Agreement as the City deems appropriate.

4-4 FINAL SELECTION

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City’s decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

4-5 AWARD AND CONTRACT EXECUTION

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



REMOVAL OF UNDERGROUND STORAGE TANK

PROPOSER QUALIFICATIONS

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: _____

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 three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

Note: Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



RFP NO: 21-XXXXXXX
PRICE PROPOSAL FORM

REMOVAL OF UNDERGROUND STORAGE TANK

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

LUMP SUM PRICE: \$_____

SUBMITTED
THIS _____ DAY OF _____ 2021.

BID SUBMITTED BY:

_____ Company	_____ Telephone Number
_____ Name of Person Authorized to Submit Bid	_____ Fax Number
_____ Signature	_____ Email Address
_____ Title	



CITY OF OPA-LOCKA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION PROPOSED DEBARMENT AND OTHER MATTERS OF RESPONSIBILITY

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed

that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature _____

Printed Name _____



CITY OF OPA-LOCKA
RFP NO. 21-XXXXXXX

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

Witness

By: _____
Signature

Print Name and Title



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____



E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.



E-VERIFY FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, RATIFYING THE PROPOSAL AND EXECUTION BY THE CITY MANAGER OF AN AGREEMENT BETWEEN THE CITY OF OPA-LOCKA AND LEXIPOL, LLC; AUTHORIZING PAYMENT IN THE AMOUNT OF FIFTY-THREE THOUSAND, NINE HUNDRED SIXTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$53,962.35); PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with the long-term goal of obtaining Florida accreditation, a review of the current Opa-Locka Police Department ("OLPD") policies and procedures was recently conducted. The review revealed many of the agency's policies were outdated, incomplete, or not consistent with current best practices or accreditation standards; and

WHEREAS, a search for companies best suited to assist with this task was conducted and after careful review by City staff, a determination was made to select and Lexipol, LLC ("Lexipol"); and

WHEREAS, being nationally recognized in the field of policy development, Lexipol not only provides the necessary policy software, but it also provides assistance in policy development and review based on nationwide policing "best practices". The company also provides automated updates based on any changes made as a result of court decisions, procedural changes, or Florida Statute updates. This will reduce agency personnel costs needed to manually update policies, and it will ensure that any policies utilized by the OLPD are the most current. In addition, Lexipol services also include routine policy testing, free access to their "Police I" training site, and legal backing on any issues that are created as a result of their approved policies; and

WHEREAS, in the State of Florida, Document Management System "DMS" software is required for all accredited agencies. Lexipol has experience in creating policies that meet accreditation standards, and they are one of the few software companies that are compatible with DMS software. This added software benefit will allow the agency to make a smooth transition once accreditation is obtained; and

WHEREAS, there are currently no other companies that have the capability, experience, knowledge, or benefits of Lexipol. As a result, city staff is respectfully requesting the Commission's approval of the Lexipol expenditures/ contract for use by the Opa-Locka Police Department; and

WHEREAS, the City desires to enter into the herein described agreement with Lexipol, LLC to provide services as set forth; and

WHEREAS, the City Commission of Opa-Locka desires to ratify the City Manager's action in entering into an agreement with Lexipol, LLC.

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

Section 1. Adoptions 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. Ratification of Execution of Agreement and Authorization For Payment. The City Commission of the City of Opa-Locka, Florida hereby ratifies the City's Manager's execution of an agreement between the City of Opa-Locka and Lexipol, LLC, attached hereto as Exhibit "A", for use of annual subscription and professional services project material as provided herein and further authorizes payment for the subscription services in the amount of Fifty-Three Thousand, Nine Hundred Sixty-Two Dollars and Thirty-Five Cents (\$53,962.35).

Section 3. This Resolution shall take effect immediately upon adoption, and is subject to review by the State of Florida Financial Emergency Board for the City of Opa-Locka, Florida.

PASSED AND ADOPTED this ____ day of _____, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



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

City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07.28.2021	Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes X	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
			Public Hearing: <i>(Enter X in box)</i>	Yes	No
				X	X
Funding Source: <i>(Enter Fund & Dept)</i> Ex: <i>Account# :</i>			Advertising Requirement: <i>(Enter X in box)</i>	Yes	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

A resolution ratifying the agreement between the City of Opa-locka and Lexipol, LLC.

Staff Summary:

With the long-term goal of obtaining Florida accreditation, a review of the current OLPD policies and procedures was recently conducted. The review revealed many of the agency's policies were outdated, incomplete, or not consistent with current best practices or accreditation standards. It was clear that policy development needed to be an agency priority in order to provide the appropriate guidance and accountability to our members and ensure that the agency is operating at the highest professional standard.

A search for companies best suited to assist with this task was conducted. After careful review, a determination was made to select and partner with Lexipol. Being nationally recognized in the field of policy development, Lexipol not only provides the necessary policy software, but it also provides assistance in policy development and review based on nationwide policing "best practices". The company also provides automated updates based on any changes made as a result of court decisions, procedural changes, or Florida Statute updates. This will reduce agency personnel costs needed to manually update policy, and it will ensure that any policies utilized by the Opa-locka Police Department are the most current. In addition, Lexipol services also include routine policy testing, free access to their "Police1" training site, and legal backing on any issues that are created as a result of their approved policies.

Lastly, in the State of Florida, "DMS" software is required for all accredited agencies. Lexipol has experience in creating policies that meet accreditation standards, and they are one of the few software companies that are compatible with DMS. This added software benefit will allow the agency to make a smooth transition once accreditation is obtained. There are currently no other companies that have the capability, experience, knowledge, or benefits of Lexipol. As a result, staff is respectfully requesting the Commission's approval of the Lexipol expenditures / contract for use by the Opa-locka Police Department.

Financial Impact – The Cost of this service, \$54,000, was approved in Budget Amendment # 3 and will be charged to 65-521493 – General Expense in the Special Law Enforcement Fund

Proposed Action:

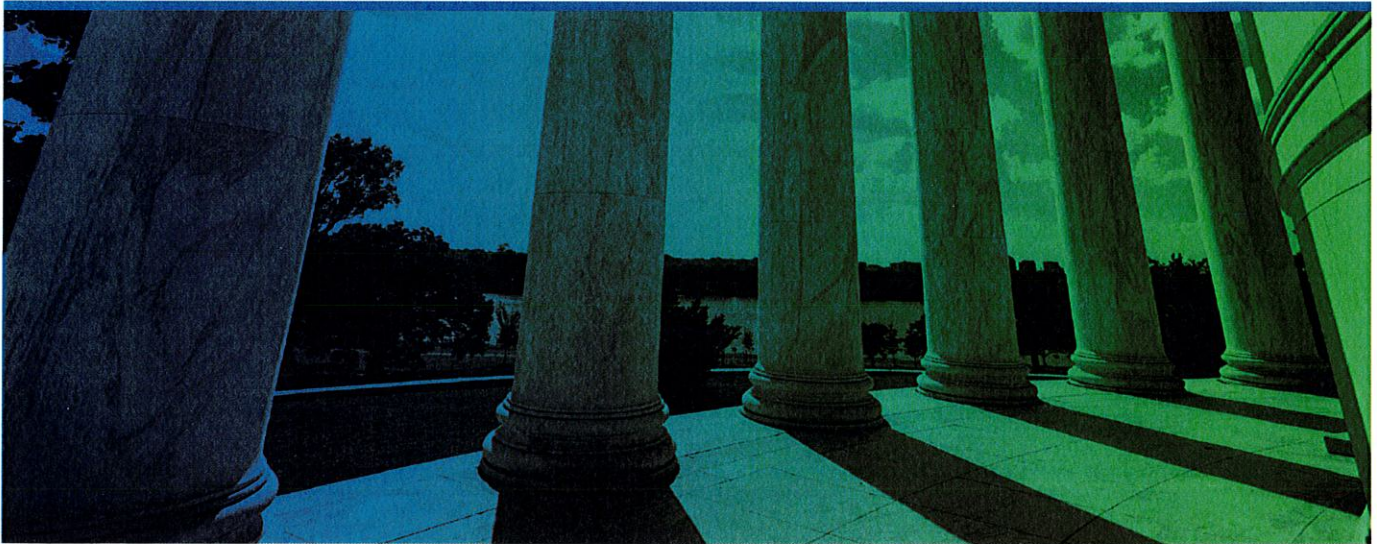
Staff recommends the approval.

Attachment:

Proposal
Sole Source Letter



SOLUTIONS PROPOSAL



PREPARED FOR:

Opa-locka Police Department
City Manager and Director of Public Safety John Pate
jpate@opalockafl.gov
(305) 681-1033

PREPARED BY:

Dunnagan Motta
dmotta@lexipol.com
(469) 598-0227

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Opa-locka Police Department to address your unique challenges.

Scope of Services

Public Safety GrantFinder Subscription - Law Enforcement/Corrections

<http://app.grantfinder.com>

GrantFinder provides a real-time, online database of more than 1,000 federal, state, corporate and foundation grants. More than 5,000 organizations trust GrantFinder to locate grants relevant to them. Powerful features include:

- Customized grant alerts for your preferred grant categories
- Interactive calendar to see upcoming grant deadlines
- Personalized dashboard and application tracking tools
- Grants updated and added daily

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)

- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Basic

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench Basic provides your agency's Accreditation Manager access to content that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs

Law Enforcement Operations Procedures

To ensure consistent, effective and safe operations, a law enforcement agency's procedures should align with its policies and be accessible in an easy-to-understand format. Lexipol's Law Enforcement Procedure Guide and Framework, based on national best practices, gives you the guidance and a template to build such a procedure manual.

- More than 40 procedure guides designed to help you ensure your procedures follow important policy requirements and national best practices
- Each procedure provides an editable template to conveniently author new content and merge existing agency content
- Procedures are aligned with Lexipol policy requirements to address the most important operations of a law enforcement agency
- Well-structured and policy-aligned procedures enhance preparation for accreditation assessments

Full Implementation

Lexipol's Full Implementation Service is individually tailored for agencies who want a start-to-finish, comprehensive policy adoption assistance. Lexipol's experienced Professional Services staff will:

- Streamline the process of policy adoption
- Assist your agency in developing a policy manual that meets your unique needs, philosophy and project timeline
- Integrate pre-existing agency content into appropriate sections within the policy manual
- Use a proven structure of policy editing and content merging, which will provide a framework to expedite subsequent policy updates and Daily Training Bulletin administration

Proposal

Prepared By: Dunnagan Motta
Phone: (469) 598-0227
Email: dmotta@lexipol.com

Quote #: Q-20474-1
Date: 4/21/2021
Valid Through: 12/31/2021

Overview

Lexipol empowers first responders and their communities to best serve the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support for first responders and government leaders, helping address public safety challenges and improve the quality of life for all community members. Our solutions encompass state-specific policies, online learning, behavioral health resources, funding assistance, and news and analysis, including the online digital communities Police1, FireRescue1, EMS1, Corrections1 and Gov1. The services proposed below are designed to meet your agency's specific goals and needs.

Annual Subscription Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures w/ GrantFinder w/Accreditation Workbench (12 Months)	USD 16,850.00	15%	USD 2,527.50	USD 14,322.50
58	PoliceOne Academy Annual Rate Per User (12 Months)	USD 90.00	39%	USD 2,035.80	USD 3,184.20
	Subscription Line Items Total			USD 4,563.30	USD 17,506.70
				USD 4,563.30	USD 17,506.70
Annual Subscription Fee Discount:					USD 4,563.30
Annual Subscription Fee TOTAL:					USD 17,506.70

One-Time Fee for Professional Services Project

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 42,589.00	15%	USD 6,388.35	USD 36,200.65
1	PoliceOne Academy Account Services & Setup (12 Months)	USD 300.00	15%	USD 45.00	USD 255.00
	One-Time Line Items Total			USD 6,433.35	USD 36,455.65
				USD 6,433.35	USD 36,455.65
One-Time Fee for Professional Services Project Discount:					USD 6,433.35
One-Time Fee for Professional Services Project TOTAL:					USD 36,455.65

*Law Enforcement Policy pricing is based on 46 Law Enforcement Sworn Officers.

Discount Notes
PoliceOne Bundle Discount Applied



January 1, 2021

This letter is to confirm that Lexipol is a sole source product and that Lexipol, LLC is the sole source provider of Lexipol's risk management tools for public safety organizations. Lexipol subscription services may only be purchased by public safety organizations directly from Lexipol, LLC.

Lexipol provides state-specific, customized policy manuals, online learning, and behavioral health resources through its proprietary hosted application service. Lexipol's comprehensive copyrighted content and services are not available through any other public or private resource or organization.

The program is unique in several ways, and there is no other system that offers Policy and Risk Management tools coupled with context-sensitive training in one integrated package:

1. Copyrighted policy manual content, document management, copyrighted training content and testing through web-based proprietary system tools.
2. Legal updates integrated into content via web-based tools.
3. Daily Training Bulletins (DTBs) on department policy based on realistic scenarios and written by experienced public safety personnel, including a real-time testing feature.
4. Links between the Daily Training Bulletins and policy sections to which the training applies.
5. Capture of user electronic signatures of policy, policy updates and Daily Training Bulletin acknowledgments.
6. Current policy content that may be modified by an agency via proprietary online tools, thus reducing policy development time and associated costs significantly.
7. Behavioral health services and resources designed specifically to support first responders.

Based on the foregoing, Lexipol is the only source for the services required by your department. If you have any questions or need assistance, please feel free to contact me. Your favorable consideration of this matter is appreciated.

Best regards,

A handwritten signature in black ink that reads "Jan M. Roos". The signature is written in a cursive, flowing style.

Jan M. Roos
Director of Compliance
Lexipol



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Opa-locka Police Department
Agency's Address: 2495 Ali Baba Ave
Opa-locka, Florida 33054

Attention: Mr. John Pate

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Prepared By: Dunnagan Motta

Program Start Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Opa-locka Police Department

Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Annual Subscription Fee

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/ Procedures w/ GrantFinder w/Accreditation Workbench (12 Months)	USD 16,850.00	15%	USD 2,527.50	USD 14,322.50
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One-Time Fee for Professional Services Project

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				USD 6,433.35	USD 36,455.65
One-Time Fee for Professional Services Project Discount:					USD 6,433.35
One-Time Fee for Professional Services Project TOTAL:					USD 36,455.65

*Law Enforcement pricing is based on 46 Law Enforcement Sworn Officers.

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

PoliceOne Bundle Discount Applied

Exhibit B
Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all Subscription Services purchased by Agency. Capitalized terms used but not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>. In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein, the Terms and Conditions contained in this Exhibit B shall control.

1. **Term.** This Agreement becomes effective and enforceable upon signature by Agency's authorized representative, with a Program Start Date as specified on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one (1) year period commencing on the Program Start Date unless a different time period is specified on Exhibit A (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.
2. **Subscription Fee/Invoicing.** Lexipol will invoice Agency for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Agency will pay the invoiced amount to Lexipol within thirty (30) days of the invoice date. All invoices will be sent to Agency at the address for Agency specified on the first page of this Agreement to which these Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the invoice. Lexipol reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**

3.1 Policy Subscriptions and Materials. This Section applies when Agency has subscribed to or otherwise receives access to Lexipol's Subscription Materials, as defined below.

- i **Generally.** Agency acknowledges and agrees that all policy-based Subscription Services, including but not limited to all policy manuals, supplemental policy publications, daily training bulletins, and all other materials provided by Lexipol to Agency from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to prepare derivative works of the Subscription Materials (each, a "Derivative Work," as defined in Section 1 of the General Terms and Conditions); provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.
- ii **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use the Subscription Materials and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any information storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Materials or Derivative Works pursuant to an order from a court or other governmental agency or other legal process, Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit Agency from displaying the adopted/approved final policy document on a

Exhibit B

publicly accessible website for official agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 3.1(i) above.

- iii **Policy Adoption.** Agency hereby acknowledges and agrees that all policies and Daily Training Bulletins (DTBs) included in the Subscription Materials provided by Lexipol have been individually reviewed, customized, and adopted by Agency for use by Agency in accordance with this Agreement. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees, or representatives shall be considered "policy makers" in any legal or other sense, and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

3.2 Learning Management System. This Section applies when Agency has subscribed to Lexipol's Learning Management System ("LMS"). The LMS is a proprietary product of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the LMS (including, without limitation, all intellectual property rights), including all copies, modifications, extensions, and Derivative Works thereof. Agency's right to use the LMS is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data, defined as data owned by Agency prior to the Program Start Date of this Agreement or data not otherwise subject to the definition of "Derivative Work" in Lexipol's General Terms and Conditions, is Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. Agency's purchase of LMS Subscription Services is subject to Lexipol's General Terms and Conditions, this Exhibit B (including this Section 3.2) and the terms and conditions found at: <https://www.lexipol.com/lms-master-service-agreement/>.

3.3 Wellness Applications. This Section applies when Agency has subscribed to Lexipol's Wellness Applications, provided by Cordico®, including but not limited to CordicoShield, CordicoFire, and all other Cordico products and services (collectively, the "Wellness Services"). The Wellness Services are proprietary products of Lexipol, protected under U.S. copyright, trademark, patent, and other applicable law. Lexipol and its licensors retain all rights, title, and interest in and to the Wellness Services (including, without limitation, all intellectual property rights), including all copies, updates, modifications, and versions thereof. Agency's right to access and use the Wellness Services is limited to the rights expressly granted in this Agreement. All rights not expressly granted to Agency are reserved and retained by Lexipol and its licensors. As between Agency and Lexipol, (a) all Agency Data collected through the Wellness Services remains Agency's property, and (b) Agency retains all rights, title, and interest in and to Agency Data, including all copies, modifications, extensions, and derivative works thereof. Lexipol retains no right or interest in any Agency Data and shall return or destroy Agency Data following termination of this Agreement. In addition, upon termination of this Agreement for any reason, Agency shall lose access to all Wellness Services. Agency's purchase of Wellness Services is subject to Lexipol's General Terms and Conditions, this Exhibit B (including this Section 3.3) and the Terms of Use and Privacy Policy set forth within each Wellness Application.

3.4 Generally; Injunctive Relief. Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Lexipol's trade secrets, intellectual property, Confidential Information, Subscription Materials, Wellness Services, or the software underlying such products and services, whether by estoppel, implication or otherwise. Agency may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, Agency grants all rights and permissions in or relating to Agency Data as are necessary or useful to Lexipol to enforce this Agreement, exercise Lexipol's rights, and perform Lexipol's obligations hereunder. Agency acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy.

4. Warranty Disclaimer. ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND LEXIPOL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LEXIPOL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol, its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Services or the

Exhibit B

Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

6. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol by Agency for the Purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.
7. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.
8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.
9. **Additional Terms and Conditions.** Except as set forth above, this Agreement remains subject to Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

RESOLUTION NO. 21-XXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK AN EXISTING CONTRACT WITH THE CITY OF NORTH MIAMI FOR SURPLUS AUCTION SERVICES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff has reviewed the fleet inventory for the Police and Public Works Departments of the City of Opa-Locka ("City") and has inspected all unused equipment. As result of the review, a detailed property list (attached hereto as Exhibit "A") was generated identifying some police units, other City-owned vehicles, and other outdated equipment beyond economical repair; and

WHEREAS, the City Manager is recommending that the City Commission authorize the execution of an Agreement with Bidera, LLC. ("Bidera", "Contractor") to dispose all vehicles, old unused equipment and miscellaneous scrap metal identified on the list of the City of Opa-Locka Surplus Property for FY 2021; and

WHEREAS, the Contractor agrees to provide the service at no cost to the City of Opa-Locka ("City") but instead charge the purchaser of auctioned property ten percent (10%) of the winning bid price. The Contractor will provide a detailed sales report and a check within seven (7) business days. The Contractor will maintain electronic records for the term of the contract and for a period of no less than five (5) years. All sales are public records displayed online at all times for auditors or any administrative parties to review; and

WHEREAS, on January 17, 2019, the City of North Miami ("North Miami") advertised Request for Proposals #23-18-19, Surplus Auction Services ("RFP") for the purpose of retaining experienced and qualified Auctioneers to provide auction services for surplus items for North Miami to include, but not limited to vehicles, office equipment, furniture and confiscated or seized items; and

WHEREAS, Contractor was ranked as the most responsive, responsible respondent for the provision of services pursuant to the RFP and North Miami subsequently entered into a 3-year agreement with Contractor, attached hereto as Exhibit "B", which commenced on April 15, 2019, and is set to end on April 14, 2022; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the City of North Miami's Contract with Bidera, LLC., in order to benefit from already negotiated rates for surplus auction services and enter into an agreement with Bidera, attached hereto as Exhibit "C", for same.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to piggyback an existing contract with the City of North Miami for Surplus Auction Services and enter into an agreement with Bidera, LLC., attached hereto as Exhibit "C", for same.

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 the need of a public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date

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

PASSED AND ADOPTED this day 28th of July, 2021.

Matthew Pigatt, Mayor

Attest to:

]

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



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

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07/28/2021		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance ☐
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading	2nd Reading
	X	☐	Public Hearing: <i>(Enter X in box)</i>	Yes ☐	No X
Funding Source: <i>Account# :</i>	<i>(Enter Fund & Dept.)</i> Ex: See Financial Impact Section		Advertising Requirement: <i>(Enter X in box)</i>	Yes ☐	No X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes X	No ☐	RFP/RFQ/Bid#:		
Strategic Plan Related <i>(Enter X in box)</i>	Yes X	No ☐	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Surplus Auction Services

Staff Summary:

A Resolution of the City Commission of the City of Opa-locka, Florida, authorizing the City Manager to piggyback an existing contract with the City of North Miami for Surplus Auction Services.

Staff have reviewed the fleet inventory for the Police and Public Works Departments and have inspected all unused equipment. As result of the review, a detailed property list identified some police units, other City-owned vehicles, and outdated equipment beyond economical repair. Therefore, we are recommending the City Commission authorize the City Manager to enter into an agreement with Bidera Government Auction Services to dispose all vehicles, old unused equipment and miscellaneous scrap metal identified on the list of City Surplus Property for FY 2021.

Financial Impact

The vendor provides the service at no cost to the City and instead charges the purchaser of auctioned property 10% of the winning bid price. The vendor will provide a detailed sales report and a check within seven (7) business days. The Company will maintain electronic records for the term of the contract and for a period of

no less than five (5) years. All sales are public records displayed online at all times for auditors or any administrative parties to review.

Prior auctions have resulted in the City receiving up to \$100,000. With three dozen vehicles on the list and market conditions strong for used vehicles, it is anticipated that the amount to be received will approach this amount.

Proposed Action:

Staff recommends signing an agreement with Bidera Government Auction Services to provide auction surplus services and allow the City to use the revenues of the auction for other priorities and needs.

Attachment:

1. Agenda
2. Bidera Government Auction Services 2021 Brochure
3. Piggyback Contract between the City of North Miami and Bidera, LLC
4. List of City Surplus Property
5. Old Contract between the City of Opa-locka & Bidera, LLC
6. Opa-locka Piggyback Contract with Bidera, LLC.



BIDERASM

GOVERNMENT AUCTION SERVICES



www.BIDERA.com

ARMANDO PERERA, Auctioneer

Bidera Government Auction Services

4995 NW 72nd Avenue, Suite 405

Miami, FL 33166

O 305 822 5000

F 305 822 5007

C 305 345 7490

AP@BIDERA.COM

FEIN 49-3100185



Upcoming Auctions

Online, Broward Sheriff's Office Surplus Vehicle Auction ends 2-16-2021



Online, City of Hialeah Surplus Auction ends 2-23-2021



Online, Multi City Surplus Auction ends 3-9-2021





BidEra is a complete auction service at no cost to any governmental agency.

Our clients hire us to do all the work involved selling their surplus to the public. We provide comprehensive auction management services from the initial assessment and organization of inventory into lots, according to the auctioneer's discretion in order to achieve the maximum bid, through the development of the catalog, effective multi-channel marketing advertising and promotion of the auction event to the final sale, collection and processing of payment and the transfer of inventory and reporting.

Our services are free for our governmental clients. You keep 100% of your proceeds. No hidden fees or commissions. Bidders pay us a buyer's fee. That fee covers all of our services including the payment collection and processing fee.

We can sell anything from cars, trucks, heavy equipment, landscaping equipment, tools, IT equipment, kitchen equipment, furniture and more.

Easily transition from your current auction method by piggybacking to any of our existing contracts with other cities or provide your own contract so we can handle all of your surplus on your behalf.

Since our founding in 2007, BidEra has benefited from organic growth as a business. Our reputation for excellence has spread by word of mouth from one municipality department to another and today, we serve the auction needs of 40+ government agencies across South Florida.

Among our more prominent clients are the City of North Miami, Miami Dade County Public Schools and the Broward Sheriff's Office. Our expansion is built upon our success as evidenced by our growing list of municipal clients and the development of a registered bidders list of over 8,500 buyers. BidEra has developed a long reach and your City can leverage our long-standing contacts with buyers from across the United States, Canada, the Caribbean, Central America, South America, and Europe.



What you can expect from BidEra.

- Surplus will be Sold As Is, Where-Is, with no warranty expressed or implied.
- Creation of a digital catalog and customized web page for your City with complete descriptions images and videos
- Advertise the online auction under the provisions of Chapter 274 F.S.
- Dealing with the public from beginning to the end of the transaction. Relieving City employees from interruptions.
- Title Transfers for all DMV registered vehicles and trailers before releasing to the new owners.
- Handling the dispatching of the sold vehicles and other surplus for (3) consecutive days following the close of the online auction.
- Detailed auction sales report provided with a check for immediate deposit within seven (7) business days.
- Electronic records will be maintained by BidEra in a secured environment throughout the term of the contract and for a period of no less than five (5) years.
- All sales conducted through BidEra.com are Public Records displayed online at all times for auditors or any administrative department to review.

BidEra's president, Mr. Armando Perera, will be the point of contact for all questions and issues. He may be contacted directly by phone at (305) 345-7490 (cell) or by email at AP@bidera.com.

BIDERASM



CITY OF HIALEAH

Contact: Anibal Rioseco
Title: Fleet Division Director
Work: (305) 769-7729
Work Fax: (305) 687-2666
Email: arioseco@hialeahfl.gov



TOWN OF MEDLEY

Contact: Janette Said
Title: Chief of Police
Work: (305) 887-9541
Email: jsaid@medleypd.com



CITY OF KEY BISCAYNE

Contact: Steven Capone
Title: Lieutenant
Work: (305) 365-5555
Email: sbcapone@yahoo.com



NORTH BAY VILLAGE

Contact: Manuel Casais
Title: Interim Finance Director
Work: (305) 758-7272 ext 33
Email: mcasais@nbvillage.com



CITY OF HIALEAH GARDENS

Contact: Manny Carrera
Title: Police Emergency Management Coordinator
Work: (305) 558-3333
Email: mcarrera@cityofhialeahgardens.com



CITY OF MIAMI SPRINGS

Contact: Tom Nash
Title: Public work Director
Work: (786)-229-9719
Email: nasht@miamisprings-fl.gov



CITY OF OPA LOCKA

Contact: Rose McKay
Title: Procurement Director
Work: (786) 385-3853
Email: rmckay@Opalockafl.gov



CITY OF CORAL GABLES

Contact: Steven Riley
Title: Automotive Director
Work: (305) 460-5144
Email: sriley@coralgables.com



CITY OF SWEETWATER

Contact: Jennifer Maroño
Title: Fleet Manager
Work: (305) -967-1509
Email: jennifer@sweetwater.fl.gov



MIAMI SHORES VILLAGE

Contact: Lieutenant David McLeod
Title: Lieutenant
Work: (786)251-7068
Email: david.mcleod@mspd.org



CITY OF WEST MIAMI

Contact: Juan Peña
Title: Public Works Director
Work: (305)266-4214
Email: cwmjpena@bellsouth.net



VILLAGE OF PINECREST

Contact: Ivan Osoreo
Title: Sergeant
Work: (305)234-2109
Email: Iosores@pinecrest-fl.gov



CITY OF SOUTH MIAMI

Contact: Steven Kulick
Title: Purchasing Manager
Work: (305)663-6339
Email: skulick@southmiamifl.gov



VILLAGE OF VIRGINIA GARDENS

Contact: Chris Fonseca
Title: Lieutenant
Work: (305)871-3141
Email: cfonseca@vgpd.com

BIDERASM



BROWARD COUNTY

Contact: Ean Clarke
Title: Broward Transit Director
Work: (954)357-7711
Email: eclarke@broward.org



TOWN OF SURFSIDE

Contact: Elinor Joseph
Title: Sergeant
Work: (305)861-4862
Email: ejoseph@townofsurfsidefl.gov



CITY OF MIRAMAR

Contact: Alicia Ayum
Title: Procurement Director
Work: (954) 651-8172
Email: ayum@miramarfl.gov



VILLAGE OF BISCAYNE PARK

Contact: Nick Wollschlager
Title: Chief of Police
Work: (305) 893-7490
Email: nwollschlager@biscayneparpolice.org



CITY OF DORAL

Contact: Adam N. Temple
Title: Director of Code Compliance
Work: (305) 593-6680 Ext.3200
Email: adam.temple@cityofdoral.com



CITY OF NORTH LAUDERDALE

Contact: George Krawczyk, P.E.
Title: Assistant Public Works / Utilities Director
Work: (954) 597-4756
Email: gkrawczyk@nlauderdale.org



CITY OF DEERFIELD BEACH

Contact: Paul Collette
Title: Buyer
Work: (954) 480-4418
Email: PCollette@deerfield-beach.com



HIALEAH HOUSING AUTHORITY

Contact: Jose Martinez
Title: Director of Administration
Work: (786) 525-7563
Email: jmartinez@hialeahhousing.org



SHERIFF'S OFFICE BROWARD COUNTY

Contact: Victor Goizueta
Title: Fire Rescue Fleet Coordinator
Work: (954) 359-1602
Email: victor_goizueta@sheriff.org



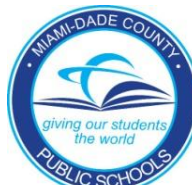
CITY OF NORTH MIAMI

Contact: Alberto Destrade
Title: Interim Purchasing Manager
Work: (305) 895-9886
Email: adestrade@northmiamifl.gov



BAL HARBOUR VILLAGE

Contact: Mauricio Escarra
Title: Bal Harbour Police Commander
Work: (305) 632-8860
Email: mescarra@balharbourfl.gov



MIAMI DADE COUNTY PUBLIC SCHOOLS

Contact: Carlos Limon
Title: Director Materials Management
Work: (786) 457-2370
Email: climon@dadeschools.net



CITY OF HOLLYWOOD

Contact: Paul Bassar
Title: Procurement Director
Work: (954) 921-3223
Email: pbassar@hollywoodfl.gov



TOWN OF GOLDEN BEACH

Contact: Yovany Diaz
Title: Lieutenant
Work: (305) 331-4491
Email: ydzia@goldenbeach.us

BIDERASM



CANADA CONSULATE GENERAL

Contact: Narciso Gomez
 Title: Administrator Assistant
 Work: (305) 331-4491
 Email: narciso.gomez@international.gc.ca



CITY OF NORTH MIAMI BEACH

Contact: Pedro Dominguez
 Title: Fleet Director
 Work: (305) 775-4027
 Email: pedro.dominguez@citynmb.com



CITY MARGATE

Contact: Spencer L. Shambray , CPPB
 Title: Purchasing Manager
 Work: (954) 935-5341
 Email: sshambray@margatefl.com



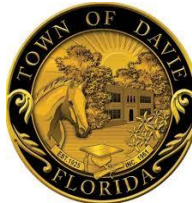
CITY OF PEMBROKE PINES

Contact: Mark Gomes
 Title: Procurement Division
 Work: (954) 736-7592
 Email: mgomes@ppines.com



MONROE COUNTY

Contact: Roy Sanchez
 Title: Director Monroe County Fleet Management
 Work: (305)292-3572
 Email: Sanchez-Roy@monroecounty-fl.gov



TOWN OF DAVIE

Contact: Brian Oconnor
 Title: Procurement Manager
 Work: (954)797-1016 / (305)338-4800
 Email: brian_oconnor@davie-fl.gov



CITY OF COOPER CITY

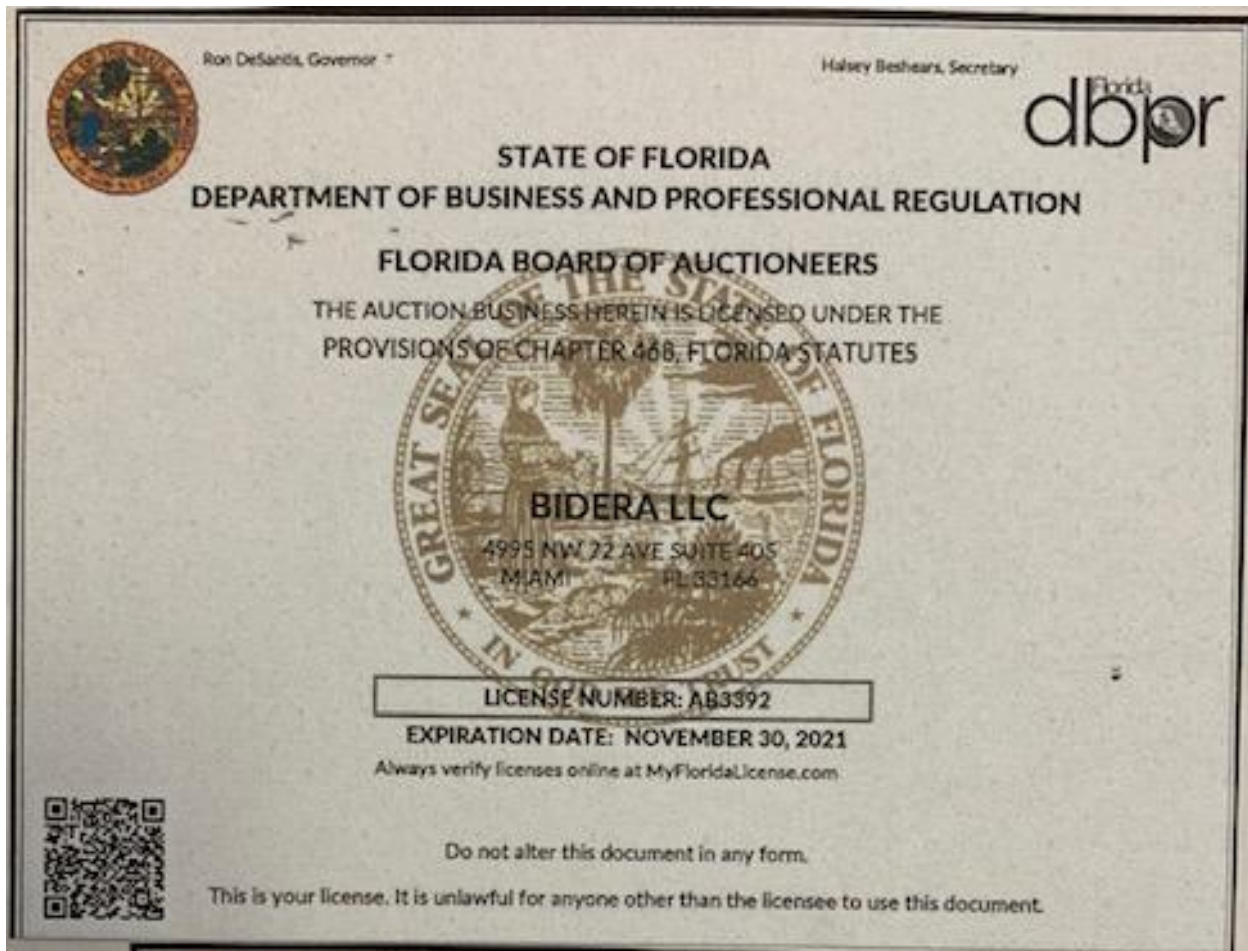
Contact: Kerri Anne Fisher
 Title: Purchasing Agent
 Work: (954)434-4300 x #262
 Email: kfisher@coopercityfl.org



TOWN OF HILLSBORO BEACH

Contact: Mac Serda
 Title: Town Manager
 Work: (954)427-4011
 Email: mserda@townofhillsborobeach.com

BIDERASM





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fortun Insurance, Inc. 365 Palermo Ave. Coral Gables FL 33134-8817		CONTACT NAME: Judith Grave de peralta PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com															
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale</td> <td>10672</td> </tr> <tr> <td>INSURER B: Infinity Commercial Auto</td> <td>34932</td> </tr> <tr> <td>INSURER C: United States Liability Ins.</td> <td>25895</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale	10672	INSURER B: Infinity Commercial Auto	34932	INSURER C: United States Liability Ins.	25895	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 19/20 Master		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		CPS2965440	03/05/2019	03/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		509-80004-0801-001	07/20/2019	07/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 20,000 p/accident
	UMBRELLA LIAB ☐ EXCESS \$ LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE ☐ OTH-ER ☐
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Real Estate Error & Omissions Auctioneers Error & Omissions		REA1550758E/SP1559320D	04/11/2019	04/11/2020	REA/ Ded: \$2,500 \$1,000,000 SF/ Ded: \$2,500 \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Certificate Holder is named as Additional Insured and waiver of subrogation applies when required by a written contract agreement.						

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000090491

Entity Name: BIDERA LLC

Current Principal Place of Business:

4995 NW 72 AVE
405
MIAMI, FL 33166

Current Mailing Address:

4995 NW 72 AVE
405
MIAMI, FL 33166 US

FEI Number: 46-3100185

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PERERA, ARMANDO
8950 NE 8 AVE
302
MIAMI, FL 33138 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ARMANDO PERERA

01/27/2021

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail:

Title MGR
Name PERERA, ARMANDO
Address 8950 NE 8 AVE
302
City-State-Zip: MIAMI FL 33138

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ARMANDO PERERA

MGR

01/27/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

BIDERASM

MIAMI-DADE COUNTY
DEPARTMENT OF PLANNING AND ZONING
MIAMI-DADE COUNTY

SEC: 23 TWP: 53 RNG: 40
FOLIO: 3030230260010

CERT NO: 2014021137
PROCESS NO: U2014004696
ZONE: IU-2
FEE: \$229.79

MAILING ADDRESS/CONTACT PERSON: BIDERA LLC
4995 NW 72 AVE #405
MIAMI, FL 33166-

CORP NAME/D/B/A AND ADDRESS:
BIDERA LLC
BIDERA LLC
4995 NW 72 AVE #405

BUSINESS USE: WAREHOUSE, OFFICE ONLY
USE SPECIFICS: REAL ESTATE & AUCTION SERVICE OFC
CONDITIONS:

LEGAL DESCRIPTION: WEST AIRPORT SUB
PB 122-65
DATE OF CU ISSUANCE: 2/ 4/2014
THIS CERTIFICATE MUST BE POSTED ON PREMISES.

THIS CERTIFICATE OF USE IS VALID FOR AN UNLIMITED TIME OR AS INDICATED BELOW PROVIDED THERE ARE NO CHANGES IN THE USE, BUSINESS NAME OR OWNERSHIP. ALSO, THERE MAY BE NO EXPANSIONS, ALTERATIONS OR ADDITIONS TO THE APPROVED USE. ALL CHANGES LISTED ABOVE WILL REQUIRE ISSUANCE OF A NEW CERTIFICATE OF USE.

THIS CERTIFICATE OF USE DOES NOT RELIEVE THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL REGULATIONS. YOU ARE ALSO REQUIRED TO ALLOW ZONING INSPECTIONS AT ANY REASONABLE TIME BY REPRESENTATIVES OF THE DEPARTMENT. FOR MORE INFORMATION, PLEASE CONTACT THE ZONING PERMIT SECTION AT (786) 315-2666. IN ADDITION TO THE ZONING PERMIT SECTION, APPLICANT MUST ALSO CONTACT THE BUILDING DEPARTMENT AT (786) 315-2100 FOR OCCUPANCY REQUIREMENTS AND LOCAL BUSINESS TAX RECEIPT AT (305) 270-4949.

2/ 4/2014 11:29 HNATALY 281402040054 TCPM939I CENTRAL 229.79

BIDERASM

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7165827

RECEIPT NO.

RENEWAL

7444237

BUSINESS NAME/LOCATION

PERERA, ARMANDO

4995 NW 72ND AVE 405

MIAMI, FL 33166



OWNER

PERERA, ARMANDO

C/O BIDERA LLC

SEC. TYPE OF BUSINESS

213

AUCTIONEERING

SERVICE

EXPIRES

SEPTEMBER 30, 2021

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

Employee(s)

1

AU3744

PAYMENT RECEIVED
BY TAX COLLECTOR

75.00 09/01/2020

CREDITCARD-20-071602

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7165825

RECEIPT NO.

RENEWAL

7444235

BUSINESS NAME/LOCATION

BIDERA LLC

4995 NW 72ND AVE 405

MIAMI, FL 33166



OWNER

BIDERA LLC

C/O ARMANDO PERERA

SEC. TYPE OF BUSINESS

212

REAL ESTATE FIRM

PAYMENT RECEIVED
BY TAX COLLECTOR

75.00 09/03/2020

CREDITCARD-20-072547

Employee(s)

2

CQ1044097

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



April 23, 2018

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Florida Statutes
Search Statutes
Search Tips
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Laws of Florida
Legislative & Executive Branch Lobbyists
Information Center
Joint Legislative Committees & Other Entities
Historical Committees
Florida Government Efficiency Task Force
Legislative Employment
Legistore
Links

Interpreter Services for the Deaf and Hard of Hearing

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Sunshine Facts

Official Internet Site of the Florida Legislature

Advanced Legislative Search and Browse

Search Statutes: 2017

Select Year: 2017

The 2017 Florida Statutes

Title XVIII	Chapter 274	View Entire Chapter
PUBLIC LANDS AND PROPERTY	TANGIBLE PERSONAL PROPERTY OWNED BY LOCAL GOVERNMENTS	

274.06 Alternative procedure.—Having consideration for the best interests of the county or district, a governmental unit's property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function, which property is not otherwise lawfully disposed of, may be disposed of for value to any person, or may be disposed of for value without bids to the state, to any governmental unit, or to any political subdivision as defined in s. 1.01, or if the property is without commercial value it may be donated, destroyed, or abandoned. The determination of property to be disposed of by a governmental unit pursuant to this section instead of pursuant to other provisions of law shall be at the election of such governmental unit in the reasonable exercise of its discretion. Property, the value of which the governmental unit estimates to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the governmental unit. Any sale of property the value of which the governmental unit estimates to be \$5,000 or more shall be sold only to the highest responsible bidder, or by public auction, after publication of notice not less than 1 week nor more than 2 weeks prior to sale in a newspaper having a general circulation in the county or district in which is located the official office of the governmental unit, and in additional newspapers if in the judgment of the governmental unit the best interests of the county or district will better be served by the additional notices; provided that nothing herein contained shall be construed to require the sheriff of a county to advertise the sale of miscellaneous contraband of an estimated value of less than \$5,000.

History.—s. 6, ch. 59-163; s. 22, ch. 94-226; s. 7, ch. 96-209.

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SUBASTAS

SUBASTAS

JaySugarman.com
Absolute Auction
Home Goods & Décor
Friday, September 5 @ 11am
1999 S Park Rd Hallandale
Large Quantities
New Boxed Items
Chargers, Trays, Platters
Gold, Wood, Wicker
Platinum Ring, Black
Variety of Colors/Sizes
Décor Furniture Pieces
Lamps, Book Ends
Magazine Racks, Frames
Wall Décor Pcs/Artwork
Kids Furniture & Toys
Plushes
Piggy Banks, Musical Globes
2,000 Plastic Hangers
Flat Panel TVs/Laptops
Tools/Hardware
www.JaySugarman.com
Call Scott Grasso 954-946-9951
AU4220AB19715100Dep18% bp
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SUBASTAS

BROWARD COMMISSION

BROWARD COUNTY

FLORIDA

PUBLIC AUCTION "LIVE ONLY"
CARS, PICK-UP TRUCKS,
CARGO & PASS VANS, SUV'S
SHUTTLE BUSES,
GEM ELECTRIC CARS, GOLF CARTS,
EZ-GO 4X4 ATV CARRYALL 250,
DUMP TRUCKS, BACKHOE LOADERS,
FIRE TRUCKS, HEAVY EQUIP PARTS
BAGS OF FOREIGN COINS, TOOLS
AUCTION STARTS @ 9am Sharp!
SATURDAY, SEPTEMBER 6, 2014
1600 BLOUNT RD. (NW/30th Ave)
POMPANO BEACH, FL 33069
PREVIEW THURS & FRI 9-4pm
8am to 9am AUCTION DAY.
CASH, CHECK, CREDIT CARDS OK!
EVERYTHING SOLD AS-IS, WHERE IS,
ALL SALES ARE FINAL, NO RETURNS
View pics: www.BIDERA.us
305-822-5000/AU3744/AB3392/BP7.5%

Clasificados

1-866-860-6000

SUBASTAS

Auction Company of America
JENNIFER CHAMBERLAIN AUCTIONEER
PRIVATE AUCTION
MUST BE PRE-REGISTERED
CUTLER BAY ESTATES
19350 SW 77 Place, Cutler Bay
NOON • SAT • AUGUST 23
NOON • SUN • AUGUST 24
Exquisite California Redwood
Furniture • Upright Piano •
Boehm Ballerina & Complete
Nativity Sets • Cuban-American,
Inkl & Southwestern Art •
Lladro • Daum • Baccarat • Lalique
• Murano • Wedgwood • Dior
China Sets • Humidor • Orientalia
Bronzes • Diamond & Costume
Jewelry • many add'l items
cks/cc/15% BP/305-573-1616
AuctioncompanyofAmerica.com
AB1 & 1144/AU2

JaySugarman.com
Public Auction
Closing Manufacturing Plant
Advanced Plastics Industries
Thursday, Sept 4 @ 11am
905 W 19th St Hialeah 33010
Loads of Blow Molding Equip
& Complete Machine Shop
(18) Blow Molding Machines
Hayden/Bekum
Imperial/Ingersoll Unitlowy
Rocheleau Tool & Die
AutoRoll Screen Printing Equip
(3) Bradenport Milling Machines
(4) Engine Lathes
Drill Presses/Bandsaws
Surface Grinders/Chiller
Tool Cribs/Air Compressor
Loads of Hand/Power Tools
Pallet Jacks/Scales
Clark & Komatsu Forklifts
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Call Scott Grasso 954-946-9951
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"Let Us Help you Sell Anything"

BIDERASM



Miami-Dade County Public Schools

giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Dr. Lawrence S. Feldman, Chair
Dr. Marta Pérez, Vice Chair
Dr. Dorothy Bendross-Mindingall
Susie V. Castillo
Dr. Steve Gallon III
Perla Tabares Hantman
Dr. Martín Karp
Lubby Navarro
Mari Tere Rojas

To Whom It May Concern,

Miami Dade county Public Schools has utilized the services of BIDERA for the past year. They have been doing our auctions of surplus equipment and vehicles and they have been able to sell them for more than we expected. BIDERA have been very prompt with their reporting as well as very punctual with payment of the proceeds from the sale.

Mr. Armando Perera of BIDERA is always in contact with me before as well as after the surplus sale to insure that everything is completed and the school district is satisfied.

I would recommend BIDERA auction services to any unit of government in the State of Florida for selling their surplus equipment and property.

Please feel free to contact me if you have any questions about my experiences.

Carlos Limon

Director Materials Management, Stores & Mail Distribution
Miami Dade County Public Schools
climon@dadeschools.net
786-275-0600

School Board Administration Building • 1450 N.E. 2nd Avenue • Miami, Florida 33132
305-995-1000 • www.dadeschools.net

BIDERASM



MEDLEY POLICE DEPARTMENT

Jeanette Said Jinete
Chief of Police

May 6, 2014

Bidera Auction Services
4995 N.W. 72 Avenue, Suite 405
Miami, Florida 33166

To Whom It May Concern:

It is with great pleasure that the Medley Police Department recommends Mr. Armando Perera of Bidera Auction Services for your surplus auction needs.

I have worked with Mr. Perera and his staff on several auctions. Mr. Perera has always displayed a high degree of integrity, responsibility and professionalism. In his professional capacity as the auctioneer, Mr. Perera, successfully provides auctions for our surplus vehicles and equipment.

It is for the forgoing reasons that the Medley Police Department recommends Bidera Auction Services, who is in good standing with the Medley Police Department as a competent and professional auctioneer.

Should you have any questions and/or need further information, please feel free to contact me at (305) 883-2047.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeanette Said Jinete".

Jeanette Said-Jinete
Chief of Police

JSJ/cir

(305) 883-2047 / Fax: (305) 805-3720 / 7777 N.W. 72 Avenue / Medley, Florida 33166-2409
jsaid@medley.com / www.medleypd.com

BIDERASM

Consignor Settlement

Bidera
4995 NW 72 Ave Suite 405
Miami, FL 33166
Phone: 305-822-5000 Fax: 305-822-5007

CO #:	1274
Date:	3/23/2018
Page:	1

Consignor

Rachel Benson
City of North Miami Beach
17011 NE 19th Ave Suite#315
Nmb, FL 33162
Phone:305-948-2946

Auction: City of North Miami Beach 04/10/2018

Lot#	Description	Quantity	Unit Price	Ext.Price	Comm/BuyBack	Expenses
101	2002 Chevrolet Impala Sedan	1.00	1,450.00	1,450.00	0.00	0.00
102	2003 Chevrolet Silverado Shortbed	1.00	2,175.00	2,175.00	0.00	0.00
103	2002 Chevrolet Express 3500 Cargo Van	1.00	3,325.00	3,325.00	0.00	0.00
104	2006 Chevrolet Silverado 1500 Pick Up	1.00	2,200.00	2,200.00	0.00	0.00
105	2004 Chevrolet Silverado 3500 Crew Cab Utility	1.00	5,000.00	5,000.00	0.00	0.00
106	2002 Chevrolet Silverado 2500 HD 2WD	1.00	2,375.00	2,375.00	0.00	0.00
107	2002 Chevrolet Silverado 2500	1.00	2,825.00	2,825.00	0.00	0.00
108	2000 Silverado 1500 Pick Up	1.00	1,675.00	1,675.00	0.00	0.00
109	1999 Chevrolet S-10 Ext. Cab LS	1.00	2,425.00	2,425.00	0.00	0.00
110	2002 Chevrolet Silverado 2500HD	1.00	1,650.00	1,650.00	0.00	0.00
111	2000 Chevrolet Panel Van	1.00	1,950.00	1,950.00	0.00	0.00
112	2003 Chevrolet Silverado 2500 HD 2WD REG CAB	1.00	2,375.00	2,375.00	0.00	0.00
113	2006 Chevrolet Cobalt 4-Door	1.00	2,100.00	2,100.00	0.00	0.00
114	2004 Chevrolet Silverado 2500 HD	1.00	2,900.00	2,900.00	0.00	0.00
115	2005 Chevrolet Cobalt 4-Door	1.00	2,100.00	2,100.00	0.00	0.00
116	2006 Chevrolet Silverado 1500 Pick Up	1.00	2,725.00	2,725.00	0.00	0.00
117	2000 GMC Safari Cargo Van	1.00	2,250.00	2,250.00	0.00	0.00
118	2006 Chevrolet Silverado 2500 HD 2WD	1.00	3,300.00	3,300.00	0.00	0.00
119	2006 Chevrolet Express EXT D WB	1.00	5,850.00	5,850.00	0.00	0.00
120	2006 Chevrolet Express EXT D WB	1.00	6,925.00	6,925.00	0.00	0.00
121	2005 Chevrolet Cobalt	1.00	2,025.00	2,025.00	0.00	0.00
122	1986 Blue Bird 50 Pass. School Bus w/ Handicap	1.00	1,675.00	1,675.00	0.00	0.00
123	2005 Finn BB-302 Bark Blower	1.00	23,250.00	23,250.00	0.00	0.00
124	1993 Arrow Sign Board	1.00	950.00	950.00	0.00	0.00
125	2005 BRI-MAR Dump Trailer	1.00	3,075.00	3,075.00	0.00	0.00
126	2005 BRI-MAR Dump Trailer	1.00	3,550.00	3,550.00	0.00	0.00
127	2001 BRI-MAR Dump Trailer	1.00	2,925.00	2,925.00	0.00	0.00
129	1999 Evaco Superline Low Boy Trailer	1.00	17,250.00	17,250.00	0.00	0.00
130	1997 Vermeer Chipper 1250BC	1.00	6,625.00	6,625.00	0.00	0.00



Consignor Settlement

Bidera
4995 NW 72 Ave Suite 405
Miami, FL 33166
Phone: 305-822-5000 Fax: 305-822-5007

CO #:	1274
Date:	3/23/2018
Page:	2

Lot#	Description	Quantity	Unit Price	Ext. Price	Comm/BuyBack	Expenses
131	Cement Mixer Lot	1.00	1,650.00	1,650.00	0.00	0.00
132	1999 John Deere 200LC Excavator	1.00	56,000.00	56,000.00	0.00	0.00
133	1999 CAT Roller CB-214C	1.00	7,050.00	7,050.00	0.00	0.00
134	2007 Volvo L70E	1.00	23,250.00	23,250.00	0.00	0.00
135	1990 Kenworth T800 (Update)	1.00	7,350.00	7,350.00	0.00	0.00

Payment to Consignor - Check # 2475 (214,200.00)

Total Quantity:	34.00
Total Invoice Sale Price:	214,200.00
Total Due to Consignor:	214,200.00
Total Payments: (	214,200.00)
Balance:	\$0.00

Inventory Remaining For This Consignment Order

COMMISSION SETTINGS

Calculate Commission By: Each
Commission Structure Type: Fixed

Any Amount 0%

BUY BACK SETTINGS

Calculate Buy Back By: Each
Buy Back Structure Type: Fixed

Any Amount 0%

CITY OF NORTH MIAMI
SURPLUS AUCTION SERVICES AGREEMENT
(RFP #23-18-19; Surplus Auction Services)

THIS SURPLUS AUCTION SERVICES AGREEMENT ("Agreement") is entered into on 4/10/2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Bidera, LLC**, a Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 Northwest 72nd Avenue, Suite 405, Miami, FL 33166 ("Vendor"). The City and Vendor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on January 17, 2019, the City of North Miami ("City") advertised ***Request for Proposals #23-18-19, Surplus Auction Services*** ("RFP"), for the purpose of retaining experienced and qualified Auctioneers to provide auction services for surplus items for the City to include, but not limited to vehicles, office equipment, furniture and confiscated or seized items, (collectively referred hereto as "Services"); and

WHEREAS, the RFP was administered in accordance with Chapter 7, Article III of the City's Procurement Code; and

WHEREAS, in response to the RFP, Vendor submitted its proposal for the provision of professional Auctioneering Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

WHEREAS, Vendor was ranked as the most responsive, responsible respondent for the provision of Services; and

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

- 2.1.1 The City's ***Request for Proposals #23-18-19, Surplus Auction Services***, attached hereto by reference;
- 2.1.2 Vendor's response to the RFP ("Proposal"), attached hereto as "Exhibit A";
- 2.1.3 Certificates of Insurance are attached as "Exhibit B";
- 2.1.4 Any additional documents which are required to be submitted by Vendor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The RFP.
- 2.2.4 The Proposal.

2.3 The Parties agree that Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Vendor submitting its Qualifications or the right to clarify same shall be waived.

ARTICLE 3 - TERM

3.1 The Parties agree that, subject to authorized adjustments, the Term of this Agreement shall be a period of three (3) years commencing on April 15, 2019, and ending on April 14, 2022.

3.2 Following the Initial Term, the City shall have two (2) options to renew this Agreement for additional periods of one (1) year, under the same terms and conditions.

3.3 Vendor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Vendor's ability to timely perform Services or any portion thereof, the City may request that the Vendor, within a reasonable period of time, provide adequate assurances to the City in writing, of Vendor's ability to perform in accordance with terms of this Agreement. In the event that the Vendor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

4.1 Vendor shall provide Services at no cost to the City, and instead will charge the highest bidder (i.e., purchaser) of the auctioned property the amount of ten (10) percent of the bid price.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Vendor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Vendor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Vendor shall perform Services in

accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Vendor represents and warrants to the City that: (i) Vendor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Vendor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Vendor is duly authorized to execute same and fully bind Vendor as a Party to this Agreement.

5.3 Vendor agrees and understands that: (i) any and all subcontractors used by Vendor shall be paid by Vendor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Vendor. Any work performed for Vendor by a subcontractor will be pursuant to an appropriate agreement between Vendor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Vendor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Vendor at its own cost, whether or not specifically called for.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Vendor. In such event, the City shall pay Vendor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Vendor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Vendor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Vendor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Vendor fails to comply with any provision of this Agreement, the City may declare the Vendor in default by written notification. The City shall have the right to terminate this Agreement if the Vendor fails to cure the default within ten (10) days after receiving notice of default from the City. If the Vendor fails to cure the default, the Vendor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Vendor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Vendor understands and agrees that termination of this Agreement under

this section shall not release Vendor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ERRORS AND OMISSIONS

9.1 Vendor shall be responsible for deficient conduct and reporting due to Vendor's errors and omissions, and shall promptly correct or replace all such deficiencies without cost to City. The Vendor shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Vendor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Vendor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Vendor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Vendor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Vendor under this Agreement. Vendor shall not commence work under this Agreement until after Vendor has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Vendor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Vendor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Vendor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Vendor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and

be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Vendor under this Agreement shall be delivered to the City by the Vendor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Vendor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

12.2 The Vendor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Vendor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Vendor for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Vendor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Vendor: Bidera LLC
 Attn: Armando Perera
 4995 Northwest 72nd Avenue
 Suite 405
 Miami, FL 33166

For the City: City of North Miami
 Attn: City Manager
 776 N.E.125th Street
 North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 14 - CONFLICT OF INTEREST

14.1 Vendor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

14.2 Vendor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Vendor, except as fully disclosed and approved by the City. Vendor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Vendor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Vendor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Vendor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Vendor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

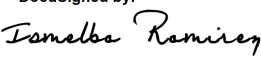
15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

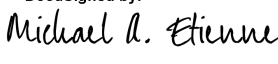
Witnessed By: 
DocuSigned by: CEDD8981C87C4DF...
Witness Name: Ismelba Ramirez
Witness Date: 4/9/2019

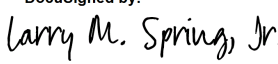
Bidera, LLC, a Florida Limited Liability Company:
“Vendor”

By: 
DocuSigned by: 0E68552C10FC48E...
Print Name: Armando Perera
Date: 4/9/2019

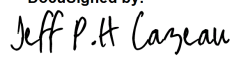
ATTEST:

City of North Miami, a Florida municipal corporation:
“City”

By: 
DocuSigned by: 2C7010872EE8414...
Michael A. Etienne
City Clerk

By: 
DocuSigned by: C23984DEA2724GF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
DocuSigned by: 8AF8443D711D491
Jeff P. H. Cazeau
City Attorney



COVER PAGE & CONTACT INFORMATION
RFP No. 23-18-19
SURPLUS AUCTION SERVICES

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of Proposer(s):	Bidera, LLC
Federal Employee Identification (FEIN) Number:	46-3100185
Mailing Address:	4995 NW 72 nd Avenue, Suite 405
City, State, Zip Code:	Miami, FL 33166
Contact Person:	Armando Perera
Title:	President
Email Address:	ap@bidera.com
Telephone Number:	(305)345-7490 / (305)822-5000 ext. 2
Fax Number:	(305)822-5007



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all requirements outlined herein.

Name of Company: BIDERA, LLC

Authorized Signature: ARMANDO PERERA

Title of Officer: PRESIDENT

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C. Business Structure

Copy of State of Florida Department of State records



DIVISION of

CORPORATIONS

an official State of Florida website

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Entity Name Search

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No Name History

Detail by Entity Name

Florida Limited Liability Company
BIDERA LLC

Filing Information

Document Number	L13000090491
FEI/EIN Number	46-3100185
Date Filed	06/24/2013
Effective Date	06/24/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/30/2015

Principal Address

4995 NW 72 Ave
405
Miami, FL 33166

Changed: 01/30/2014

Mailing Address

4995 NW 72 Ave
405
Miami, FL 33166

Changed: 01/30/2014

Registered Agent Name & Address

PERERA, ARMANDO
8950 NE 8 Ave
302
MIAMI, FL 33138

Name Changed: 09/30/2015

Address Changed: 01/30/2014

Authorized Person(s) Detail

Name & Address

Title MGR

PERERA, ARMANDO
8950 NE 8 Ave
302
MIAMI, FL 33138

Annual Reports

Report Year	Filed Date
2016	04/28/2016
2017	04/10/2017
2018	03/14/2018

Annual report.

2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000090491

Entity Name: BIDERA LLC

Current Principal Place of Business:

4995 NW 72 AVE
405
MIAMI, FL 33166

Current Mailing Address:

4995 NW 72 AVE
405
MIAMI, FL 33166 US

FEI Number: 46-3100185

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PERERA, ARMANDO
8950 NE 8 AVE
302
MIAMI, FL 33138 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ARMANDO PERERA

02/05/2019

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name PERERA, ARMANDO
Address 8950 NE 8 AVE
302
City-State-Zip: MIAMI FL 33138

Licenses / Certificates

MIAMI-DADE COUNTY
DEPARTMENT OF PLANNING AND ZONING
MIAMI-DADE COUNTY USE

SEC: 23 TWP: 53 RNG: 40
FOLID: 3030230260010

CERT NO: 2014021137
PROCESS NO: U2014004696
ZONE: IU-2
FEE: \$229.79

MAILING ADDRESS/CONTACT PERSON: BIDERA LLC
4995 NW 72 AVE #405
MIAMI, FL 33166-

CORP NAME/D/B/A AND ADDRESS: BIDERA LLC
BIDERA LLC
4995 NW 72 AVE #405

BUSINESS USE: WAREHOUSE, OFFICE ONLY
USE SPECIFICS: REAL ESTATE AUCTION SERVICE OFC
CONDITIONS:

LEGAL DESCRIPTION: WEST AIRPORT SUB
PR 22065
DATE OF CU ISSUANCE: 2/4/2014
THIS CERTIFICATE M U S E S B I D E R A L L C O N T H E D O N P R E M I S E S .

THIS CERTIFICATE OF USE IS ISSUED FOR AN INDEFINITE TIME OR AS INDICATED BELOW PROVIDED THERE ARE NO CHANGES IN THE USE, BUSINESS NAME OR OWNERSHIP. ALSO, THERE MAY BE NO EXPANSIONS, REDUCTIONS OR ADDITIONS TO THE APPROVED USE. ALL CHANGES LISTED ABOVE WILL REQUIRE ISSUANCE OF A NEW CERTIFICATE OF USE.

THIS CERTIFICATE OF USE DOES NOT RELIEVE THE APPLICANT FROM COMPLIANCE WITH ANY FEDERAL, STATE, OR LOCAL REGULATIONS YOU ARE ALSO REQUIRED TO ALLOW ZONING INSPECTIONS AT ANY REASONABLE TIME BY REPRESENTATIVES OF THE DEPARTMENT. FOR MORE INFORMATION, PLEASE CONTACT THE ZONING PERMIT SECTION AT (786) 315-2666. IN ADDITION TO THE ZONING PERMIT SECTION, APPLICANT MUST ALSO CONTACT THE BUILDING DEPARTMENT AT (786) 315-2100 FOR OCCUPANCY REQUIREMENTS AND LOCAL BUSINESS TAX RECEIPT AT (305) 278-4949.

2/ 4/2014 11:29 HNATALY 201402040054 TCPM9391 CENTRAL 229.79

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AB3392	

The AUCTION BUSINESS
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

BIDERA LLC
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

ISSUED: 10/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710190002732

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AU3744	

The AUCTIONEER
Named below IS LICENSED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2019

PERERA, ARMANDO
4995 NW 72 AVE SUITE 405
MIAMI FL 33166

ISSUED: 10/19/2017 DISPLAY AS REQUIRED BY LAW SEQ # L1710190002715

Location, contact info and staff personnel.

4995 NW 72nd Avenue, Suite 405 Miami, FL 33166
Email: ap@bidera.com, support@bidera.com
Office 305 822 5000 Fax 305 822 5007 Cell 305 345 7490

Bidera Government Solutions employs a total staff of 5 providing business and event management and auction staffing.

D. Firm's Related Experience and Qualifications.

Bidera Government Auction Services is pleased to present our response to the City of North Miami's Request for Proposals for Auction Services (RFP 23-18-19).

Since our founding in 2007, Bidera has enjoyed organic growth as a business. Our reputation for excellence has spread by word of mouth from one municipality and department to another and today, we serve the auction needs of 37 towns and cities across the State of Florida. Among our more prominent clients are the City of North Miami, the City of North Miami Beach and the Miami Dade County Public Schools. Our expansion is built upon our success as evidenced by our growing list of municipal clients and the development of a registered bidders list of over 6,000 buyers. Bidera has developed a long reach and the City of North Miami can leverage our long-standing contacts with buyers from across the United States, the Caribbean, Central and South America and Europe.

If Bidera enjoys the benefits of organic growth, it's built upon our experience and lessons learned. Municipal clients turn to Bidera because of our comprehensive services, the management of successful auctions, our integrity and our ability to generate interest among an ever-growing range of buyers. In turn, our buyers have come to depend on Bidera for our honest appraisal of government surplus and our transparency. We built our business on the firm knowledge that trust is not an emotion. It's a product.

Bidera has produced over 500 on-site and online auctions. Over the years, we've generated \$14.5 million in revenue. Individual auctions gain client revenues ranging from \$5,000 to \$700,000. Throughout our response, we present our services and management practices, advertising and promotion channels methodologies; our references and technology to support the City of North Miami's requirements.

Bidera provides comprehensive auction management services from the initial assessment and organization of inventory into lots (these are designed to gain maximum revenues), through the development of the catalog, effective multi-channel marketing advertising and promotion of the auction event to the final sale, collection and processing of payment and the transfer of inventory and reporting.

Our company has a highly qualified and bilingual staff to effectively communicate with our buyers throughout the auction process. Every auction is personally coordinated and managed by the founder and auctioneer Armando Perera who takes care of the process with honesty, trust and efficiency.

Qualification Statement

Bidera has a complete and comprehensive understanding of the Scope of Work and all of its requirements, this has been our stock and trade for over 25 years. We will meet and exceed all requirements with experience and deeply established management processes that have evolved to deliver results. Bidera has staged and managed over 500 successful on-site & online auctions since our founding in 2007. Closed auction sales have ranged from \$5,000 to \$700,000 depending on the needs of the City. Bidera has achieved better than fair prices for motor vehicles, vessels, heavy equipment, personal property, restaurant equipment and scrap metals.

In the last quarter of 2018 alone, Bidera sold over 580 motor vehicles totaling \$1,104,000.00 in revenues for our client cities. In many instances, our auctions have doubled and, in some cases, tripled their expected revenues. Our projected revenue for 2019 with the present city contracts is \$4,800,000.00. Current and past auction results are clearly posted on our website at <http://bidera.hibid.com/auctions/past/>

Our auctions will provide your agency with a full-service platform: with onsite cataloging, video and photography, a deeply developed online marketing / advertisement strategy, payment collection, same day/next day auction reports and payment disbursement within 10 business days.

Bidera founder and President Armando Perera brings over 25 years' experience in the automotive and export industries. He has developed the all-critical relationships with regional, national and international buyers. He understands their needs and the markets they serve and is in a position to personally invite selected buyers to the City of North Miami's auctions. This is key driver of pricing in the auction environment.

We offer comprehensive services from initial inventory assessment through auction production, payment processing and post auction management. Our clients have our complete attention as our efforts are focused on South Florida and the company is not seeking further expansion beyond the region. Bidera Government Solutions employs a total staff of 5 providing business and event management and auction staffing.

Mr. Perera has over 12 years' experience in providing surplus inventory auction services to government clients. He will be supported by a trained experience staff including Mrs. Ismelba Ramirez, charged with all accounting functions. Mrs. Grace Monaco, charged with administrative operations Mr. Jonah Gouin, charged with digital media & advertising and Mr. Julio Sacco, as the field operations assistant. Bidera is fully staffed and will arrive on the scene fully prepared to start work on Day One of the contract.

Comparable Contracts

Company: **MIAMI DADE COUNTY PUBLIC SCHOOLS**
Description of work: **Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract: **3/09/2016 to 3/08/2019 (May be extended for 2 additional 1 year periods)**
Client contact person and phone number: **CARLOS LIMON, Director (786)275-0600.**

Company: **CITY OF DORAL**
Description of work: **Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract: **7/20/2016 Annual renewal.**
Client contact person and phone number: **ADAM N. TEMPLE, Director of code compliance (305)593-6380.**

Company: **CITY OF DEERFIELD BEACH**
Description of work: **Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract: **8/14/2015 Annual renewal.**
Client contact person and phone number: **DAVID SANTUCCI, Assistant City Manager (954)480-4200.**

Company: **CITY OF SOUTH MIAMI**
Description of work: **Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract: **6/16/2014 to 6/17/2019**
Client contact person and phone number: **STEVE SKULICK, Chief Procurement Officer (305)633-6339**

Company: **CITY OF NORTH LAUDERDALE**
Description of work: **Surplus Auction Services Online, Prime Contractor**
Dates covering the term of the contract: **6/30/2015 To 6/20/2018**
Client contact person and phone number: **GEORGE KRAWCZYK, Public Work Utility Director (954)597-4756**

List of Clients

**CITY OF MIRAMAR**

Location: 2200 Civic Center Place Miramar, FL 33025
 Contact Name: Gary Bannister, Procurement Manager
 Phone Number: (954) 602-3257

**CITY OF PEMBROKE PINES**

Location: 8300 South Palm Drive Pembroke Pines, FL 33025
 Contact Name: Teira Pineda
 Phone Number: (954) 494-5036

**CITY OF NORTH MIAMI BEACH**

Location: 17011 NE 19 AVE, Rm 315 North Miami Beach, FL 33162
 Contact Name: Pedro Dominguez, Fleet Director
 Phone Number: (305) 725-4027

**CITY OF HOLLYWOOD**

Location: 2600 Hollywood Blvd. Rm 303 Hollywood, FL 33020
 Contact Name: Paul Bassar, Director of Procurement & Contract Compliance
 Phone Number: (301) 906-4630

**CITY OF CORAL GABLES**

Location: 2800 S.W. 72nd Avenue Miami, FL 33155
 Contact Name: Steve Riley
 Phone Number: (305) 460-5144



BROWARD SHERIFF'S OFFICE

Location: 2601 West Broward Boulevard Fort Lauderdale, FL 33312
Contact Name Victor Gouisetta
Phone Number: (954) 964-9431



TOWN OF GOLDEN BEACH

Location: 1 Golden Beach Drive Golden Beach, FL 33160
Contact Name Giovanni Diaz
Phone Number: (305)331-4491



NORTH BAY VILLAGE

Location: 1666 Kennedy Causeway 3rd Floor North Bay Village, FL 33141
Contact Name Bert Wrains, Finance Director
Phone Number: (305)756-7171



MIAMI SHORES VILLAGE

Location: 10050 N.E. 2nd Avenue, Miami Shores, Florida 33138
Contact Name Jim Mc Coy, Sanitation / Fleet Supervisor
Phone Number: (305)795-2240



THE TOWN OF MEDLEY

Location: 7777 NW 72 Ave Medley, FL 33166
Contact Name: Chief Janette Said
Phone Number: (305) 887-9541



CITY OF WEST MIAMI

Location: 901 SW 62 Avenue West Miami, FL 33144
Contact Name: Juan Peña
Phone Number: (305)266-4214



CITY OF HIALEAH

Location: 900 East 56 Street Hialeah, FI 33013
Contact Name: Anibal Rioseco
Phone Number: (305)558-2611



CITY OF HIALEAH GARDENS

Location: 10001 NW 87 ave Hialeah Gardens, FI 33016
Contact Name: Manny Carrera
Phone Number: (305)342-3398



VILLAGE OF KEY BISCAINE

Location: 88 West McIntyre Street Key Biscayne, FL 33149
Contact Name Lieutenant Brett Capone
Phone Number: (786)877-7080



VILLAGE OF BISCAINE PARK

Location: 893 NE 109th Street, Biscayne Park, FL 33161
Contact Name Nicholas Wollschlager, Chief of Police
Phone Number: (954)551-6885



CITY OF SWEETWATER

Location: 500 S.W. 109 Ave. Sweetwater, FL 33174
Contact Name Jennifer Maroño
Phone Number: (305)221-0411

BAL HARBOUR - VILLAGE -

BAL HARBOUR VILLAGE

Location: 655-96th Street Bal Harbour, FL 33154
Contact Name Mauricio Escarra, Communications/Code Enforcement Manager
Phone Number: (305)632-8860



VIRGINIA GARDENS POLICE DEPARTMENT

Location: 6498 NW 38th Terrace, Virginia Gardens, FL 33166
Contact Name Chris Fonseca
Phone Number: (305)323-3044



VILLAGE OF PINECREST

Location: 12645 Pinecrest Parkway Pinecrest, Florida 33156
Contact Name Ivan Osorez
Phone Number: (305)234-2109



CITY OF MARGATE

Location: 102 N. Rock Island Road City of Margate, FL 33063
Contact Name Douglas E. Smith, City Manager
Phone Number: (954)480-4263



SCHOOL BOARD OF BROWARD COUNTY

Location: 2600 NW 18th Terrace Pompano Beach, FL 33066
Contact Name Larisa Seda, Buyer Purchasing Agent
Phone Number: (754) 321-0524



BROWARD COUNTY

Location: 1 North University Drive Suite 3100A, Box 309 Plantation, FL 33324
Contact Name Yasmin Teja, Purchasing Agent II
Phone Number: (954) 357-6066

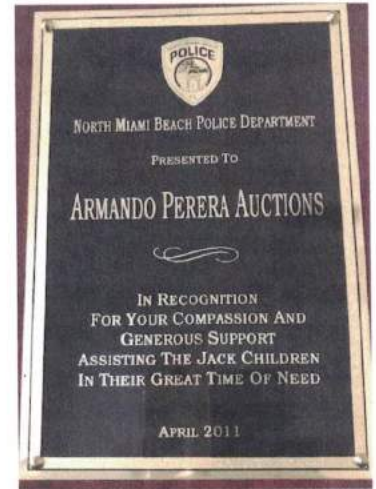
Auctioneer & Staff. Qualification, training & Experience

ARMANDO PERERA: *President, Owner and Auctioneer*

Mr. Perera personally handles all aspects of the company's daily operations; marketing, sales, bid calling of auctions, asset redeployment, logistics and public service. Performs live auction Bid-Call in English & Spanish simultaneously and is a personal property appraiser with an extensive knowledge of automotive and heavy equipment market value.

Since its conception, it was imperative for Armando to create a company that could change the status quo. He has provided creativity and innovation; communication and leadership in introducing the auction industry to the Hispanic community in South Florida and beyond. He is the driving force behind the expansion of our buyer's network into Latin America. Armando has educated our auction followers to expect nothing less than our honest professional opinion, transparency and hard work. He built a company where trust is a deliverable.

Armed with a full service bilingual auction company Armando works closely with local government agencies to sell their surplus property in the public domain. He actively leads the company to understand the complexities of community-based initiatives and has received multiple recognitions for outstanding community work.



- Licensed Auctioneer / Licensed Business Auction. *FL License # AU3744*
- Accredited Auction Real Estate
- Graduate Personal Property Appraiser
- Licensed Real Estate Broker
- REO Certified Realtor
- Extensive knowledge of Import/ Export laws

Bidera is a member of the following associations:

- National Auctioneer Association
- Florida Auctioneer Association
- South Florida Board of Realtors

ISMELBA RAMIREZ: Accounting

Mrs. Ramirez brings extensive accounting experience to the company, performing daily accounting activities including reconciliations of bank and credit card accounts, overseeing taxes, coordination and creation of financial reports and reviewing financial reports/support as necessary. Analyzing and reporting on financial status including income statement variances, communicating financial results to management and budget preparation. Improving systems and procedures and initiating corrective actions.

- 15+ years accounting experience
- Expertise with QuickBooks
- Extensive knowledge of US GAAP
- Advanced computer skills in MS Office, Excel and accounting software and databases
- Excellent organizational, problem-solving, project management and communication skills
- Additional experience in Audit and International accounting
- Bachelor in Public Accounting, Santa Maria University, Venezuela – 2003

GRACE MONACO: Administrative Auction Clerk

Mrs. Monaco performs the day to day operations with the responsibilities of devising and maintaining office systems, auction scheduling control, auction closing procedures, data management and filing of auction records, administrative procedures, providing customer support and also responsible to support and assist in data entry for accounts payable and coordinate digital advertising including creating overall social media strategies. Monitors and updates Bidera's website. Contributes and leads the integration of new office protocols based on changing processes, emerging technologies and customer input.

- 10+ years auction software platforms experience
- Significant multi-year experience running ad campaigns on a variety of display and search advertising mediums
- Holds certification in Google AdWords advertising platform
- Knowledge of website & auction software development
- Excellent organizational, problem-solving, project management and communication skills
- Bachelor of Science in Industrial Design, TAI of Ft. Lauderdale – 2001

JULIO SACCO: Field Auctioneer's Assistant I.

Mr. Sacco, works closely with the auctioneer in support of reporting and documenting motor vehicle specs & condition, starting vehicles for inspection as well as the preparation of all the items included in the sale. Will lead the buyer's preview (by appointment) and check-out schedule, collection of signed forms and proof of title transfer. Assists buyers and towing companies on site with any questions or concerns.

- 5 years of property management experience
- Knowledge of automotive industry
- Excellent organizational, problem-solving, project management and communication skills

CARLOS RAMOS: Field Auctioneer's Assistant II.

Mr. Ramos, works closely with the auctioneer in support of reporting and documenting motor vehicle specs & condition, starting vehicles for inspection as well as the preparation of all the items included in the sale. Will assist with buyer's preview and check-out schedule, collection of signed forms and proof of title transfer. Assists buyers and towing companies on site with any questions or concerns.

- 10 years of customer service experience
- Knowledge of automotive industry
- Excellent organizational, problem-solving, project management and communication skills

JONAH GOUIN: Digital Media.

Mr. Gouin, Is responsible for the development of marketing and advertising campaigns and concepts. Collaborates in the creation of the online catalog. Optimizing images, video and content in support of detailing and completion of the catalog. Proposes, updates and maintains advertising schedules. Coordinates mailings, and other marketing materials. Tracks metrics and provides regular reports to management. Experience running ad campaigns on a variety of display and search advertising mediums

- Knowledge of auction software & website development
- 15+ years professional photography experience
- Excellent organizational, problem-solving, project management and communication skills
- Bachelors of Business Administration, University of Hawaii – 1992.

E. Proposed Approach and Methodology.**a. Suitability of the methodologies and approaches used in achieving tasks**

Bidera proposes to free the City of North Miami of all the work involved in setting up their auction. This means that we will take care of the auction process completely from the moment we have an inventory list from you or when you show us the items that you want to auction off. When Bidera is contracted by the City to set up an auction (online) we will provide a schedule of the work to be done from initial assessment through closing. Bidera will assign experienced personnel to assess, inventory and organize, optimize (by lot) and stage all items available for sale.

Two major factors in our approach have supported success across a range of auctions: our professional experience in lot organization and the deployment of online auction services. Lot organization rests on two components, understanding the inventory and understanding the market. In the main, this is a matter of balance in the mixing of higher value inventory with less value items disbursed within the lot. The auctioneer's goal is to gain the highest revenue to the City while not diminishing the value to the buyer. At the same time, the City expects and needs the surplus inventory eliminated to the highest degree possible. That's the balancing act.

b. Overall organization to providing the requested services

When Bidera is contracted by the City to set up an auction we will provide a schedule of the work to be done from initial assessment through closing. Bidera will assign experienced personnel to assess, inventory and organize, optimize (by lot) and stage all items available for sale.

Bidera staff will organize all merchandise into lots structured to bring maximum profit from the sale and tag all items to be sold online though items might be resident in different locations. Each lot and its associated details will be photographed onsite to create the online catalog. Where appropriate, Bidera also employs video files in the creation of our online catalogs. This is particularly useful in vehicle auctions.

Bidera is meticulous with the preparation of vehicles, checking all V.I.N. numbers, recording mileage, jump starting vehicles when needed, engaging transmission, reporting on engine apparent condition, applying brakes, checking A/C, steering wheel, tires, paint, body and interior condition, reporting missing parts and noting auctioneer's overall vehicle condition opinion. Similar preparation method is applied to each type of heavy equipment, vessel, and specialty equipment.

*Please note that where present, Bidera can add the City's internal property reference numbers into our system. We understand that these identifiers are essential in reporting the disposition of the City's "fixed assets," and as the selected vendor, we will support that effort.

c. Ability to meet timelines and deadlines

Bidera will meet with the City's auction project manager(s) to arrange for a site inspection, reviewing the physical set-up of the auction, inventory staging and the event schedule established, including all set-up/breakdown requirements, bidder inspection and event staffing throughout the process. Bidera typically arrives onsite three weeks prior to the auction event to organize the inventory, performing photography, video, lot organization/optimization and other tasks. The meeting will predate the three-week benchmark.

Bidera currently produces auction events for 37 municipal/agency clients throughout the region. Of these, eight (8) generate adequate surplus inventories to support independent auctions and require between 2 and 3 auctions each throughout the year. with all contracts satisfied over the course of 20 weeks annually. The remaining 29 clients require the production of amalgamated auctions (combined inventories). These account for about eight weeks over the course of the year.

The vast majority of auctions now take place online and Bidera typically allocates 5 working days to support the production of each auction. Our current schedule provides for 22 weeks during the year to produce online auctions for the City of North Miami. We have a very flexible approach to scheduling and expend every effort to meet the scheduling needs of all our clients.

d. Advertising Methods

Bidera employs a full range of local print media and digital advertising methods to promote our auction events in English and Spanish language formats.

Digital Media: Over the years more than 6,000 buyers have registered with us online and at previous onsite auctions. Our platform supports buyer notification by email blasts and “push” notifications to social media to reach all of them. Digital notices are placed on professional auctioneer’s association database platforms including: www.Auctionflex.com www.AuctionZip.com www.Auctioneers.org and www.craigslist.com and the Google advertising platform. Our municipal clients reach local, national and international buyers with pronounced effect. We increase our new buyers by between 20% and 35% at every auction as we extend our reach.

Print Media: We will post local newspaper ads on behalf of City of North Miami for 2 weeks prior to auction day to satisfy local ordinances and achieve maximum exposure for the auction. Bidera provides bilingual print advertising with placement in The Miami Herald (English) and El Nuevo Herald (Spanish Newspaper)

All marketing channels link back to Bidera’s customized client auction/catalog pages directly where buyers will view the offerings.

Bidera provides a value-added feature that is simply unavailable elsewhere. The City of North Miami will leverage the deep, long-term relationship Armando Perera has with our buyers. He knows who is interested in what merchandise and will get on the phone to personally advertise specialty surplus to the right buyers. He knows your market – and theirs.

e. Auction process

We will arrive on site to begin work on a date selected by the City at least 3 weeks prior to the auction. Once there, Bidera will organize items into lots that we feel will bring the highest revenue. Then it will be photographed and cataloged and uploaded to the City’s customized page at www.bidera.com Dates for the beginning of the auction, possible preview, end of auction and pick up dates will be agreed upon between the City and Bidera in advance. This timeline will then be posted on the auction website for the general public. The City of North Miami has the option to offer a preview day, where the prospective bidders can physically view and inspect the items. Our staff will be onsite logging attending viewers.

Bidera agrees to provide the following services to the City of North Miami regarding the sale of their Surplus:

- Bidera will advertise and conduct all administrative functions related to the sale of their items under the provisions of Chapter 468 F.S.
- All bidders will be notified by Bidera that all vehicles sold by the City of North Miami are Sold As-Is, Where-Is, with no warranty expressed or implied.
- Upon receipt of payment in full Bidera will provide the buyer with a “Paid in Full” receipt.
- Bidera will develop a customized webpage for the City of North Miami with all digital marketing directed there by active link. The page will have the City of North Miami Logo and present the auction catalog with descriptions, images and videos when present, along with the terms and conditions of the auction.

- Following the auction, Bidera will deploy staff for 3 business days for check out to support the transfer and dispatch of the sold vehicles.
- Bidders must show proof of payment and transfer of ownership prior to retrieving their purchases.
- After the checkout period day, the City of North Miami will assist any remaining out of State buyers pending pick-up.
- Out of State buyers may take up to 7 days to pick up and local buyers have 3 days to pick up.

Payment will be issued to the City of North Miami within 10 business days following auction close.

On www.bidera.com the general public can view current and past auctions. Bidders may register and login with the provision of a valid credit card. Bidera employs TLS1.2 in our SSL cert for the secure transmission of information.

Security: Sensitive data is stored using high-level encryption. We do not store buyer payment information. It is securely redirected to our PCI compliant First Data merchant service. Servers are located in a restricted access level 4 data center.

Property Transfer: The buyer will receive an "Unpaid" invoice with their total balance including itemized purchases, buyer's premium and sales taxes when applicable. They then can make their payment with a credit card or can wire the payment to a Bidera account, or by bringing the payment to our offices. Once paid, the buyer will receive a "Paid in Full" invoice.

Winning bidders will be instructed to provide a "Paid in Full" invoice, photo ID and proof of registration (where title transfer is required) prior to retrieving their purchases at the City's location. We will also take care of issues such as checking V.I.N numbers making sure all vehicle titles are transferable and ordering duplicate titles when the City does not provide one. We have found this method to work very well. Bidera assures that all vehicles, vessels & trailers bearing a title shall be transferred to a new owner using a local DMV, relieving the City from any future liabilities.

Similar arrangements have been made to support the transfer of items controlled by other municipal offices. We have found this method to work very well. Bidera will present an auction plan including payment processing and the documented transfer of items.

Reporting: As Project Manager for Bidera, Mr. Perera will be responsible for generating and delivering all reports of business. Bidera will provide Microsoft Excel-based reporting to include all unit numbers and lot number, along with its description, city Account Division code(s) or a separate account by agency (as directed by the City). The report will also include:

- A registered buyer profile with bidder number, name, address, email, phone number and dealer/tax status.
- The entry of each lot sold by number, the buyer number and price paid.
- The buyer's invoice with buyer number, all contact information, lot number(s) purchased with their descriptions and selling price(s), Taxes paid if applicable and the invoice total.
- Lots sold (by agency) and a summary by agency.
- An overall summary of the auction event including sales taxes by agency.

All electronic records will be maintained by Bidera in a secured environment throughout the term of the contract and for a period of no less than five (5) years after termination. Past auction results of each item can also be viewed at www.bidera.com

The City of North Miami Terms & Conditions will be displayed as part of the online auction. By registering, the buyer agrees to the terms and conditions of the auction.

Bidera will be requiring that all bidders execute the City of North Miami's Bidder Contract form upon registration and the form will include the assigned bidder reference number. We will establish the method of providing these forms to the City upon start-up and anticipate that the City will want electronic files generated.

f. Auction equipment

Bidera will provide a golf cart as a mobile working space to inspect and catalog the online auction inventory and transport the auctioneer. It is properly equipped with computers, tablets, cameras and all equipment necessary to support the auctioneer & staff. A Jump Box will also be located on-site to deal with any dead vehicle batteries. Bidera will occasionally deploy a drone to photograph bigger lots.

F. Cost Proposal

City of North Miami cost proposal RFP No. 23-18-19

This includes the sale of the entire City surplus. Not limited to the following: Vehicles, heavy equipment, parts, fire and rescue trucks, vessels, police forfeiture, personal property, restaurant equipment, landscaping equipment, scrap metals, furniture, electronics and real estate.

Fixed Percentage Commission Charge **0%**

Fixed Percentage Buyer's Premium **10%**

G. Certified Minority Business Enterprise.

Bidera is not a certified minority business enterprise.

H. References.**REFERENCES (Form A-14)**

List a minimum of three (3)

Name: Miami Dade County Public Schools Contact: Executive Director
 Address: 7001 SW 4 Street
 City: Miami State: FL Zip: 33144
 Contact Person: Carlos Limon
 Phone: (786)275-0600 E-Mail: climon@dadeschools.net
 Type of Job Performed & Cost Auction Services, Prime Contractor
Invoiced value of surplus \$ 1.330.000,00

Name: City of Deerfield Beach Contact: PURCHASING MANAGER
 Address: 401 SW 4th Street
 City: Deerfield Beach State: FL Zip: 33441
 Contact Person: Ivelsa Guzman
 Phone: (954)480-4486 / (954)299-5255 E-Mail: iguzman@deerfield-beach.com
 Type of Job Performed & Cost Auction Services, Prime Contractor
Invoiced value of surplus \$700.000,00

Name: City of Miramar Contact: Procurement Manager
 Address: 2200 Civic Center Place
 City: Miramar State: FL Zip: 33025
 Contact Person: Gary Bannister
 Phone: (954)602-3257 E-Mail: gabannister@miramarfl.gov
 Type of Job Performed & Cost Auction Services, Prime Contractor
Invoiced value of surplus \$605.000,00

I. Office Location.

Bidera is located in the city of Miami at 4995 NW 72 Ave. Bidera's president, Mr. Armando Perera, will be the point of contact for all questions and requests regarding an auction. He may be contacted directly by phone at (305) 345-7490 (cell) or by email at AP@bidera.com. We have a very flexible approach to scheduling and expend every effort to meet the scheduling needs of all our clients. We have successfully produced and completed over 500 auctions for our cities and municipalities in a timely manner. Our efforts are focused on South Florida and the company is not seeking further expansion beyond the region.

In the last 2 months we have produced and completed auctions for the following cities and municipalities:

• Village of Miami Shores,	• Miami Dade County Public Schools,
• Broward Sheriff's Office Fire Department,	• City of Coconut Creek,
• City of West Miami,	• City of Coral Gables,
• Miami Springs Golf Course and Police Department,	• City of Hialeah.

Examples of past auction results are clearly posted on our website at <http://bidera.hibid.com/auctions/past/>

J. Local Business Preference.

N/A

K. Additional Information.

The table below demonstrates many of the benefits of Bidera online auction method vs. other online auction platforms:

BIDERA ONLINE AUCTION METHOD	OTHER ONLINE AUCTION SERVICES
Your surplus is in great hands. An experienced auctioneer and personal property appraiser prepares the City's surplus catalog with detailed item and condition reporting, videos and photos. We specialize in maximizing revenue for vehicles and heavy equipment. Our buyers have come to depend on the auctioneer's comments and contact him directly with surplus questions.	Other services only provide a platform. All the work must be done by the City. Limited experienced City employees must prepare and upload the entire surplus catalog. Limited or inaccurate information diminishes buyer confidence or may give the appearance of collusion.
Our auction software allows us to resale items to the backup bidder. This is extremely useful in the event an item is abandoned. We document and maintain clear records of all changes.	Not capable of reselling an item. Item/s has to be sold in a future auction.
We advertise the surplus extensively on your behalf. Contact buyers directly by phone. Place surplus in specialty publications if necessary. Place an ad of the upcoming auction in the local newspaper as required by Chapter 274.06	Not designed to advertise outside of its online platform.
An evaluation conducted by the City of Miramar concluded that our auctions yield more revenue for them when compared to Public Surplus, Gov Deals and other platforms they have used in the past.	The City does all the work to produce an auction, adding operating costs for the City.
Payment is collected on your behalf. Automated credit card payments are integrated with our auction software. Buyers can also pay via bank transactions. Buyer experience comes full circle when finalizing their purchases with our courteous staff.	City employees collect payment.
Check out times are advertised accordingly and done by appointment. Buyers are accompanied by our staff.	Check out is done by the City's employees.

No other auction company provides the municipal client with the advantages found at Bidera. We offer comprehensive services from initial inventory assessment through auction production, payment processing and post auction management.

L. Litigation.

Bidera is involved in no litigation and no debarment has ever been placed upon Bidera.

M. Insurance Requirements.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fortun Insurance, Inc 365 Palermo Avenue Coral Gables FL 33134-6607		CONTACT NAME: Judith Grave de peralta PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com															
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Scottsdale</td> <td>10672</td> </tr> <tr> <td>INSURER B: MAPFRE Insurance Co.</td> <td>34932</td> </tr> <tr> <td>INSURER C: United States Liability Ins.</td> <td>25695</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale	10672	INSURER B: MAPFRE Insurance Co.	34932	INSURER C: United States Liability Ins.	25695	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES
CERTIFICATE NUMBER: 18/19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			CPS2780026	03/05/2018	03/05/2019	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	☐ AUTOMOBILE LIABILITY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
							Underinsured motorist \$ 500,000	
	☐ UMBRELLA LIAB						EACH OCCURRENCE \$	
	☐ EXCESS LIAB						AGGREGATE \$	
	☐ DED ☐ RETENTION \$							
	☐ OCCUR ☐ CLAIMS-MADE							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL)						E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
C	Real Estate Error & Omissions			REA1560758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: \$2,500 \$1,000,000	
	Auctioneers Error & Omissions						SP/ Ded: \$2,500 \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

City of North Miami 776 NE 125th Street North Miami FL 33161	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/17/2018

EXPIRATION DATE: 3/16/2020

PERSON: PERERA

ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405

MIAMI

FL

33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors ☐ Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850)413-1609

N. RFP Forms.

FORM A-1



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to BIDERA, LLC
 [print name of public entity]
 by ARMANDO PERERA
 [print individual's name and title]
 for ARMANDO PERERA
 [print name of entity submitting sworn statement]
 whose business address is 4995 NW 72 Ave Suite 405 MIAMI, FL 33166
 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-3100185 (If the
 entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
 _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

FORM A-1



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**



Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this 15 day of February, 2019.

Personally known _____

OR Produced identification Florida DL Notary Public - State of Florida

Driver License P660-000-68-296-0 My commission expires 04/19/2020
(Type of Identification)

(Printed typed or stamped Commissioned name of Notary Public)



Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914



FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared ARMANDO PERERA (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the PRESIDENT of the corporation/partnership known and styles as BIDERA LLC., duly formed under the laws of the State of FL, on JUNE 24, 2019, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.
2. That BIDERA LLC. (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of AUCTION SERVICES, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.
3. That BIDERA LLC. (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.
4. That BIDERA LLC. (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.
5. That BIDERA LLC. (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.



6. That no officer of BIDERA LLC. has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
7. That these representations and warranties will be true at the time of the bid opening.

By: ARMANDO PERERA

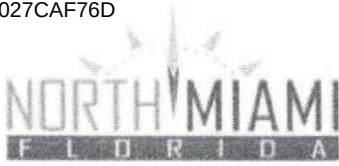
Its: _____
Authority Warranted

SWORN TO and subscribed before me this 15 day of February, 20 19.

[Signature]
Notary Public
My Commission Expires:



Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914



FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT: AUCTION SERVICES RFP NO. 23-18-19

OWNER: CITY OF NORTH MIAMI

BIDDER: BIDERA LLC.

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.
- D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact the Purchasing Department via email at purchasing@northmiamifl.gov or via phone: (305) 895-9886.

QUESTIONNAIRE

Bidder's Name: BIDERA, LLC

Principal Office Address: 4995 NW 72 AVE SUITE 405 MIAMI, FL 33166

Official Representative: ARMANDO PERERA

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

06/24/2013

In what State: FLORIDA

If Foreign Corporation:

Date of Registration with
Florida Secretary of State:

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: ARMANDO PERERA

Vice President's Name: _____

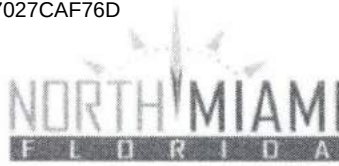
Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____



Name and Address of Each Partner:

NameAddress

1. N/A
2. _____
3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 12
2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?

Yes ()

No (X)

If yes, give details on a separate sheet.

3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain: N/A

4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? N/A

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary. N/A

5. Person or persons interested in the proposal and Questionnaire Form (have) (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits: N/A



B. List all judgments from lawsuits in the last five years: *N/A*

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

N/A

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.



I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

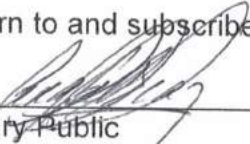
Dated FEBRUARY 14th, 2019

CONSULTANT:



By Armando Perera
Its _____

Sworn to and subscribed before me this 15 day of February, 2019



Notary Public

My Commission Expires:

04/19/2020.



Anabel Diaz
State of Florida
My Commission Expires 04/19/2020
Commission No. FF 983914



FORM A-5

ADDENDUM TO BID DOCUMENTS

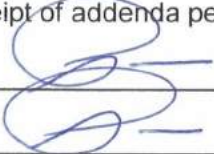
BID NUMBER: RFP N° 23-18-19BID OPENING DATE: January 17, 2019

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP, RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1	<u></u>
Addendum No. 2	<u></u>
Addendum No. 3	<u></u>
Addendum No. 4	<u></u>
Addendum No. 5	<u></u>
Addendum No. 6	<u></u>
Addendum No. 7	<u></u>
Addendum No. 8	<u></u>
Addendum No. 9	<u></u>
Addendum No. 10	<u></u>

Acknowledged by:

Name: Armando PereraSignature: Date: 2-15-2019



Form "A-7"

General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
 1. \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

Please note: The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fortun Insurance, Inc 365 Palermo Avenue Coral Gables FL 33134-6607	CONTACT NAME: Judith Grave de peralta PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com														
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Scottsdale</td> <td>10672</td> </tr> <tr> <td>INSURER B : MAPFRE Insurance Co.</td> <td>34932</td> </tr> <tr> <td>INSURER C : United States Liability Ins.</td> <td>25895</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Scottsdale	10672	INSURER B : MAPFRE Insurance Co.	34932	INSURER C : United States Liability Ins.	25895	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 18/19 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			CPS2780026	03/05/2018	03/05/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
☐ POLICY ☐ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
B	AUTOMOBILE LIABILITY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Underinsured motorist \$ 500,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						\$
	☐ CLAIMS-MADE						\$
DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Real Estate Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: \$2,500 \$1,000,000
	Auctioneers Error & Omissions						SP/ Ded: \$2,500 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

City of North Miami 776 NE 125th Street North Miami FL 33161	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 3/17/2018

EXPIRATION DATE: 3/16/2020

PERSON: PERERA

ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405

MIAMI

FL

33166

SCOPE OF BUSINESS OR TRADE:

Salespersons ☐
Collectors ☐ Outside

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

QUESTIONS? (850) 413-1609



REFERENCES (Form A-14)

List a minimum of three (3)

Name: Miami Dade County Public Schools Contact: Executive Director
 Address: 7001 SW 4 Street
 City: Miami State: FL Zip: 33144
 Contact Person: Carlos Limon
 Phone: (786)275-0600 E-Mail: climon@dadeschools.net
 Type of Job Performed & Cost Auction Services, Prime Contractor
Invoiced value of surplus \$ 1.330.000,00

Name: City of Deerfield Beach Contact: PURCHASING MANAGER
 Address: 401 SW 4th Street
 City: Deerfield Beach State: FL Zip: 33441
 Contact Person: Ivelsa Guzman
 Phone: (954)480-4486 / (954)299-5255 E-Mail: iguzman@deerfield-beach.com
 Type of Job Performed & Cost Auction Services, Prime Contractor
Invoiced value of surplus \$700.000,00

Name: City of Miramar Contact: Procurement Manager
 Address: 2200 Civic Center Place
 City: Miramar State: FL Zip: 33025
 Contact Person: Gary Bannister
 Phone: (954)602-3257 E-Mail: gabannister@miramarfl.gov
 Type of Job Performed & Cost Auction Services, Prime Contractor
Invoiced value of surplus \$605.000,00



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION**

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

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EFFECTIVE DATE: 3/17/2018

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PERSON: PERERA

ARMANDO

FEIN: 463100185

BUSINESS NAME AND ADDRESS:

BIDERA LLC

4995 NW 72 AVE SUITE 405 ,

MIAMI FL 33166

SCOPE OF BUSINESS OR TRADE:

Salespersons or
Collectors ☐ Outside

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Fortun Insurance, Inc. 365 Palermo Ave. Coral Gables FL 33134-6617	CONTACT NAME: Judith Grave de peralta PHONE (A/C, No, Ext): (305) 445-3535 FAX (A/C, No): E-MAIL ADDRESS: Judith.gravedeperalta@fortuninsurance.com														
INSURED Bidera LLC 4995 NW 72 Ave., #405 Miami FL 33166	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale</td> <td></td> </tr> <tr> <td>INSURER B: MAPFRE Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C: United States Liability Ins.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale		INSURER B: MAPFRE Insurance Co.		INSURER C: United States Liability Ins.		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 19/20 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPS2965440	03/05/2019	03/05/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5204070000820	07/20/2018	07/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 500,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Real Estate Error & Omissions Auctioneers Error & Omissions			REA1550758D/SP1559320C	04/11/2018	04/11/2019	REA/ Ded: \$2,500 \$1,000,000 SP/ Ded: \$2,500 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as Additional Insured when required by a written contract agreement

CERTIFICATE HOLDER**CANCELLATION**

City of North Miami 776 NE 125th Street North Miami FL 33161	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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"SURPLUS" FLEET/EQUIPMENT/LAWNMOWER/MISC INVENTORY

QTY	CITY #	VIN #	TAG	MAKE	YEAR2	MODEL	DEPT	OPERATOR	RUNNING ?	INVENTORY DATE	ODOMET ER	PICTURES LINK	GPS SN	NOTES	CATEGORY
1		298725537		STIHL		MS 291	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL 298725537			LAWNMOWER
2				IBM		CORRECTING SELECTRIC III	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\IBM CORRECTING SELECTRIC III			MISCELLANEOUS
3	RED	9HVXS0525EA		REDMAX		G5300	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\REDMAX G5300			LAWNMOWER
4	ORANGE	298453415		STIHL		MS 170	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL MS170 298453415			LAWNMOWER
5	RED	511637263		STORM CAT		PORTABLE GENERATOR	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STORM CAT 511637263			EQUIPMENT
6	ORANGE	530047941		HUSQVARNA		137 E-TECH	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\HUSQVARNA 530047941			LAWNMOWER
7	ORANGE	9634462E		STIHL		MS 250	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL MS 250 00009634462E			LAWNMOWER
8	WHITE ORANGE			STIHL			PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL ORANGE-WHITE			LAWNMOWER
9	RED	G3112G3114		REDMAX			PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\REDMAX G3112G3114			LAWNMOWER
10	WHITE			STIHL		MS 2--	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL MS 2--			LAWNMOWER
11	RED	05-500013		REDMAX		GZ7000	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\REDMAX GZ7000			LAWNMOWER
12	WHITE			STIHL		MS 280	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL MS 280			LAWNMOWER
13	WHITE ORANGE			STIHL		MS 650	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL MS 650			LAWNMOWER
14	WHITE ORANGE			STIHL			PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL			LAWNMOWER
15	WHITE ORANGE	42383510501E		STIHL		PA6-GF20-1	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL PA6-GF20-1			LAWNMOWER
16		42827011300		STIHL			PUBLIC WORKS		NO	4/24/2021	N/A				LAWNMOWER
17	ORANGE			ECHO			PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\ECHO			LAWNMOWER
18	RED	9020147		SHINDAIWA		EB802	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\SHINDAIWA EB802			LAWNMOWER
19	WHITE ORANGE	28953322		STIHL		FS 55R	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL FS 55R			LAWNMOWER
20	WHITE ORANGE			STIHL		FS 250R	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL FS 250R			LAWNMOWER
21	YELLOW	1004898		ROBIN SUBARU		RGV 7500	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\ROBIN RGV 7500			LAWNMOWER
22	BLUE	11076027098001--7		HOFMANN		MONTY 1565	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\HOFMANN MONTY 1565			LAWNMOWER
23	GREEN	5000 4005X1090		DRESSERWAYNE		W5228SV257	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\DRESSERWAYNE			LAWNMOWER
24	ORANGE			STIHL		FS 501	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL FS 501			LAWNMOWER
25	WHITE			STIHL		FS 500	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\STIHL FS 500			LAWNMOWER
26	YELLOW	G8-7329		AIR SYSTEM		SVB-G8	PUBLIC WORKS		NO	4/24/2021	N/A	\SURPLUS PICTURES\AIR SYSTEM SVB-G8			EQUIPMENT
27	0807	2FAHP71V28X135792	XF5531	FORD	2008	CROWN VICTORIA	POLICE	G.BOSQUE	NO	3/16/2020	145,372	FLEET PICTURES\XF5531		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
28	1221	661MK5U26CL617518	XH5841	CHEVROLET	2012	CAPRICE CLASSIC	POLICE	L.SIMON	NO	3/19/2020	77,286	FLEET PICTURES\XH5841	000042307582	SURPLUS/BLOWN OUT MOTOR/10.27.20 OFF SIMON TOOK KEYS(#2) AND UNIT TO GET EST FOR REPAIR/BACK AT PW	VEHICLE
29	22825	2B3KA43G76H429809	223491	DODGE	2006	CHARGER	POLICE	H.HOSEIN	NO	3/27/2020	157,588	FLEET PICTURES\223491		SURPLUS/BLOWN OUT MOTOR	VEHICLE
30	1106	2FABP7BVB8X159431	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
31	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
32	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
33	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
34	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
35	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
36	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
37	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
38	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
39	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
40	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
41	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
42	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
43	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
44	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
45	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
46	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
47	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
48	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
49	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
50	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
51	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
52	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
53	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
54	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
55	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
56	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
57	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
58	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
59	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
60	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
61	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
62	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
63	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
64	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
65	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
66	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
67	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
68	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
69	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
70	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
71	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
72	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
73	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
74	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
75	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2020	126,602	FLEET PICTURES\XC7579		SURPLUS/BLOWN OUT MOTOR/PARKED BEHIND PW	VEHICLE
76	1218	2C3CDXAT9CH169330	XC7579	FORD	2011	CROWN VICTORIA	POLICE	W.SAINT JEA	NO	3/30/2					

61			205681		TRAILER WITH TOOLBOX	PUBLIC WORKS	K.LEONARD	YES	7/29/2020	N/A	FLEET PICTURES\205681	SURPLUS	EQUIPMENT
62	YELLOW				TRAILER WOOD PLATFORM	PUBLIC WORKS	K.LEONARD	NO	11/5/2020	N/A	SURPLUS PICTURES\TRAILER WOOD PLATFORM	SURPLUS	EQUIPMENT
63					MISCELLANEOUS	PUBLIC WORKS	K.LEONARD	NO	11/5/2020	N/A	SURPLUS PICTURES\MISCELLANEOUS	SURPLUS	MISCELLANEOUS
64	9701	2FALP71W5VX154545	129458	FORD	1997 CROWN VICTORIA RED	PUBLIC WORKS	K.LEONARD	NO	11/17/2020	147,717	FLEET PICTURES\129458	SURPLUS	VEHICLE
65	WHITE		1485174	TEXTRON	EZ GO E302 GOLF CART	PUBLIC WORKS	K.LEONARD	NO	11/25/2020	N/A	FLEET PICTURES\EZ GO E302	SURPLUS/PARKED ON PW	VEHICLE
66	0812	2FAHP71V38X35803	XF5532	FORD	2008 CROWN VICTORIA	POLICE	L.VIELMAN	YES	3/5/2020	113,800	\\aladdin\Fleet\FLEET PICTURES\XF5532	SURPLUS/CRASHED/TOTAL LOSS 12.10.20/PW PARKING LOT	VEHICLE
67					POLICE UNIT CAGE	POLICE	G.BOSQUE	NO	11/25/2020	N/A	\\aladdin\Fleet\SURPLUS PICTURES\CAGE PD UNIT	SURPLUS/BACK OF PW/APPROXIMATELY 16 EACH	MISCELLANEOUS
68				DAYTON	EWY47 PROFESSIONAL-DU	PUBLIC WORKS	K.LEONARD	NO	12/10/2020	N/A	\\aladdin\Fleet\SURPLUS PICTURES\DAYTON GENERATOR	SURPLUS/GENERATOR/BACK OF PW/HONDA 20.0 MOTOR GX620/V-TWIN	EQUIPMENT
69					OIL DRUM	PUBLIC WORKS	K.LEONARD	NO	12/10/2020	N/A	\\aladdin\Fleet\SURPLUS PICTURES\OIL DRUMS	SURPLUS/OIL DRUMS/APPROXIMATELY 51 EACH	MISCELLANEOUS
70			212200	RED BRIGGS & STRATTON	SARLO HIGH WHEEL MOW	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\SARLO 212200	SURPLUS ROOM	LAWNMOWER
71	21125			ORANGE	MULTIQUIP GX160 HONDA 5.5	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\MULTIQUIP 21125	SURPLUS ROOM	LAWNMOWER
72			3035	RED GRAVELY	911701 PRO-24 GRASS AN	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\GRAVELY 003035	SURPLUS ROOM	LAWNMOWER
73			21492253	RED SNAPPER	ICFR5505BV	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\SNAPPER 21492253	SURPLUS ROOM/LUIS WILL FIX IT PART PURCHASED	LAWNMOWER
74			1303020401	BLUE PACIFIC HYDR	2013 FUEL TRASH PUMP	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\PACIFIC HYDROSTAR	SURPLUS ROOM	EQUIPMENT
75			28000029	RED TORO	74291 Z MASTER	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\TORO Z MASTER 28000029	SURPLUS ROOM	LAWNMOWER
76				YELLOW	SUPER Z	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\SUPER Z	OUTSIDE SURPLUS ROOM	LAWNMOWER
77			128000-2750	RED HONDA	DB5B6 GX390 HONDA 13.0	PUBLIC WORKS	K.LEONARD	NO	5/1/2021	N/A	.\SURPLUS PICTURES\HONDA GX390	NEXT TO BACK EXIT DOOR	LAWNMOWER
78	1220	6G1MK5U26CL613680	XH2743	CHEVROLET	2012 CAPRICE CLASSIC	POLICE	K.NORD	UNCERTAIN	3/9/2020	72,172	FLEET PICTURES\XH2743	8.17.20 SGT BOSQUE TOOK KEY AND UNIT/AS PER LUIS UNIT IS WORKING/BACK AT PW	VEHICLE
79	0811	2FAHP71V48X135793	XF5529	FORD	2008 CROWN VICTORIA	POLICE	F.DONAT	NO	3/25/2020	106,506	FLEET PICTURES\XF5529	SURPLUS ENGINE NOT GOOD-KNOCKING/ODOMETER 112,681 AS OF 11.9.20	VEHICLE
80	1407	1GNLC2E05ER198867	XD7370	CHEVROLET	2014 TAHOE	POLICE	J.FAULKNER	NO	5/5/2020	63,561	FLEET PICTURES\XD7370	SURPLUS 5.7.21/ENGINE LOWER KNOCKING ACCORDING TO LUIS R.	VEHICLE
81	SILVER	2C3JA43R35H642156	592FRK	CHRYSLER	2005	300 POLICE	G.BOSQUE	YES	6/15/2020	1/8/2158	FLEET PICTURES\592FRK	SURPLUS/REPOSSESSED/PARKED BEHIND PW/TITLE AND KEY INSIDE	VEHICLE



AGREEMENT NO. _____
PARTICIPATING ADDENDUM FOR SURPLUS AUCTION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 14 day of March 2018, to participate in and purchase services pursuant to the City of North Miami Contract with Bidera, LLC (Exhibit A), by and between the **CITY OF OPA-LOCKA**, a political subdivision of the State of Florida, having an address at 780 Fisherman Street, Opa-Locka, Florida 33054, hereinafter referred to as the "CITY", and **BIDERA, LLC**, Florida limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 4995 NW 72A ve 4995 SW 7nd Avenue, Suite 405, Miami Florida, 33166 hereinafter referred to as the "CONTRACTOR."

RECITALS

WHEREAS, on September 14, 2015, the City of North Miami advertised a Request for Qualification on Surplus Auction Service Pre-Qualification RFQ No. 34-06-15 ("RFQ"), seeking competitive sealed qualifications from qualified licensed auctioneering firms to furnish all labor, machinery, supervision, expertise and services required to conduct public auctions of surplus items by the City including vehicles, office equipment, furniture and seized property, in accordance with the terms conditions and specifications contained in the RFQ; and

WHEREAS, in response to the RFQ, Bidera LLC submitted its qualifications and was competitively selected by the City of North Miami administration as the highest ranked firm, with qualifications and references demonstrating to be the most advantageous to the City of North Miami in the provision of Services; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to the Surplus Auction Services on an as needed basis, and related services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. NOTICE.

1.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

TO CITY: Office of the City Manager
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054
City Manager: Ed Brown

WITH COPIES TO: Vincent T. Brown, Esq.
City Attorney
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, Florida 33054

CONTRACTOR: Bidera LLC
4995 Northwest 72nd Avenue
Suite 405
Miami, FL 33166
Phone: (305) 822-5000

SECTION 2. ENTIRE AGREEMENT AND MODIFICATION.

2.1 This instrument and its attachments constitute the sole and only agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its effective date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a

conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 3. FUND AVAILABILITY AND USE OF CONTRACTOR.

3.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Pricing Options and Program Specific Terms and Conditions listed herein.

3.2 In the event the CITY is required to reduce contract costs due to budgetary constraints, all services specified in this document will be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 4 . INDEMNIFICATION.

4.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTORS's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Statutes 768.28.

SECTION 5. GOVERNING LAW AND EXCLUSIVE VENUE.

5.1 This Agreement will be governed by the laws of the State of Florida. Any claim,

objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION. 6. ATTORNEYS' FEES.

6.1 In the event of litigation relating to the subject matter of this agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

SECTION. 7 FLORIDA PUBLIC RECORDS LAW.

7.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by a public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that a public agency would provide the records, and at a cost that does not exceed the cost provided by law.
- (c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed, except as authorized by law.
- (d) Meet all requirements for retaining public records, and transfer to the City, at no cost to the City, all public records created, received, maintained, and/or directly related to the performance of this Agreement that are in the possession of CONTRACTOR upon termination of this Agreement. All electronically stored records must be provided to the City in a format that is compatible with the information technology system of the City.
- (e) Upon termination of this Agreement and transfer of all public records to the City, CONTRACTOR shall destroy any duplicate public records that are exempt from public records disclosure requirements.

7.2 CONTRACTOR's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement, and the City may, in its sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

SECTION 8. DEFAULT AND TERMINATION FOR NON PERFORMANCE.

8.1 A default shall consist of any use of funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in Sections herein, or any material breach of the Agreement. Upon the occurrence of any such default, the City shall serve due notice to CONTRACTOR at which time CONTRACTOR shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure shall be ten (10) business days from receipt by CONTRACTOR of the City's written notice of such default (the "Cure Period"). If the default is not cured to the satisfaction of the City, the City shall have the right in its sole discretion to take the following actions:

contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or company under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two for a period of thirty- six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to City's policy, a conviction of a public entity crime may cause the rejection of a bid offer or proposal. The City may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid offer, proposal or reply.

Section 15. MAINTENANCE OF RECORDS.

15.1 CONTRACTOR shall maintain all records and accounts including property, personnel and financial records, contractual agreements, construction reports, Davis Bacon records, subcontracts, proof of required insurance and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all funds. In the event the City determines that such records are not being adequately maintained by CONTRACTOR, the City may cancel this Agreement in accordance with Sections 10 and 11 herein. This Article shall survive the expiration or earlier termination of this Agreement.

15.2 With respect to all matters covered by this Agreement records will be made available for examination audit inspection or copying purposes at any time during normal business hours and as often as the City may require. CONTRACTOR will permit same to be examined and excerpts or transcriptions made or duplicated from such records and audits made of all contracts, invoices materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

15.3 The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency whether local state or federal. CONTRACTOR shall retain all records and supporting documentation applicable to this Agreement for six (6) years after receipt of final payment from the City for inspection. If any litigation claim negotiation audit monitoring inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it or the end of the required period whichever is later. The retention period starts from the date of the execution of this Agreement.

SECTION 16. EVALUATION.

16.1 CONTRACTOR agrees that the City shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The City shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the City to accomplish this obligation subject to state and federal confidentiality requirements. In order to properly monitor and evaluate CONTRACTOR'S performance under this Agreement the City shall make onsite inspections as often as it deems necessary. Further, CONTRACTOR shall submit an activity report with each reimbursement

request which details the progress made to date toward the completion of the activities authorized under Exhibit "B".

SECTION 17. NEGATION OF AGENT OR EMPLOYEE STATUS.

17.1 CONTRACTOR shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute CONTRACTOR or any assistant, representative, agent, employee, independent contractor, partner, affiliate, holding company, subsidiary or subagent of CONTRACTOR to be a representative, agent, subagent or employee of the City. CONTRACTOR certifies its understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to this insurance or taxes of CONTRACTOR. In no event shall any provision of this Agreement make the City or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to CONTRACTOR in connection with the services CONTRACTOR has agreed to perform hereunder or otherwise or for any debts or claims of any nature accruing to any person or entity against CONTRACTOR. There is no contractual relationship either express or implied between the City or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to CONTRACTOR as a result of the provisions of the services provided by CONTRACTOR hereunder or otherwise.

SECTION 18. OWNERSHIP OF DOCUMENTS.

18.1 CONTRACTOR understands and agrees that any and all documents or material provided by City to CONTRACTOR or obtained or prepared by CONTRACTOR pursuant to or under the terms of the Agreement, are the property of City. CONTRACTOR agrees that it will not use any such documents or materials without obtaining the prior written consent of City, which consent is given in City's sole discretion.

SECTION 19. CITY'S TERMINATION RIGHTS

19.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Vendor. In such event, the City shall pay Vendor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Vendor for any additional compensation, or for any consequential or incidental damages.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have caused this Independent Contractor/Professional Services Contract to be executed this 14 day of March 2017.

WITNESSES:

CONTRACTOR

DIANE CURE DARDEN
Diane Cure Darden

[Signature]

BIDERA, LLC

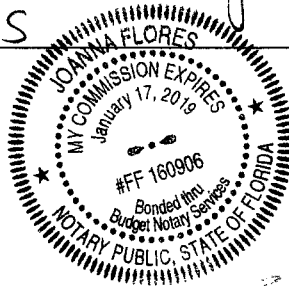
Sherine Bullock
Shir M. Bullock

STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 14th day of March, 2017, by Armando Perera, as _____ of _____ who is personally known to me or who produced _____ as identification, and who did [did not] take an oath.

Notary Public – State of Florida
Print Name: Joanna Flores

My Commission Expires: 01/17/2019



[Signature]

CITY OF OPA-LOCKA

By: [Signature]
Ed Brown, City Manager

Date: 3/15/18

Approved as to legal sufficiency:

ATTEST:

By: [Signature]
The Brown Law Group, LLC
City Attorney

By: 3/22/18 [Signature]
Joanna Flores
City Clerk

Office of the City Manager

Newall J. Daughtrey
Acting City Manager



Telephone: (305) 953-2821

Email: ndaughtrey@opalockafl.gov

July 23, 2018

Armando Perera
4995 NW 72ND Avenue, Suite 405
Miami, FL 33166

Dear Mr. Perera:

Pursuant to our agreement BIDERA LLC, has our authorization for the sale of surplus vehicles and equipment. The City of Opa-locka therefore authorizes BIDERA LLC., to execute "AS IS" sales transaction on behalf of the City of Opa-locka for surplus vehicle and equipment.

If you have any questions please do not hesitate to contact me.

Sincerely,

Newall J. Daughtrey
Acting City Manager

**CITY OF OPA-LOCKA AGREEMENT FOR
SURPLUS AUCTION SERVICES**

(Piggyback of City of North Miami Competitive Award with Bidera, LLC)

This Agreement is made this ____ day of _____, 2021, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and Bidera, LLC whose address is 8950 NW 8th Avenue, 302. Miami, FL 33138 (the "**Contractor**").

WITNESSETH

WHEREAS, the City of Opa-Locka ("City") seeks to auction some Police and Public Works property owned vehicles, and outdated equipment that are beyond repair and use the revenues of the auction for other priorities and needs; and

WHEREAS, the Contractor desires to enter into this Agreement with City to provide Surplus Auction Services; and

WHEREAS, the City of North Miami has considered a bid submitted by Bidera, LLC ("Contractor") in response to its Request for Proposals #23-18-19; and

WHEREAS, the City of North Miami entered into a Contract with the Contractor for Surplus Auction Services (Contract and Renewals attached hereto as Composite Exhibit "A"); and

WHEREAS, the contract was negotiated for an initial term of three (3) years, and following the initial term, the City shall have two (2) options to renew the agreement for additional periods of one (1) year, under the same terms and conditions. The original term started on April 15, 2019, and shall end on April 14, 2022; and

WHEREAS, the Contractor agrees to provide Surplus Auction services to the City of Opa-Locka at no cost to the City (\$0.00) instead will charge the purchaser of the auctioned property 10% of the winning bid price; and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of North Miami and Contractor as set forth in Request for Proposals #23-18-19 for the provision of surplus Auction Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through April 14, 2022.

Section 2. Contract Terms. The Contractor agrees to provide the City with Surplus Auction Services in accordance with the City's requirements as set forth herein and the Standard Contract between the City of North Miami and Contractor executed by the parties on April 9, 2019; attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes and are collectively referred to as the "Contract Documents" and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the North Miami Agreement and Contractor Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents for Surplus Auction Surplus. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, the City Manager shall be the City Representative.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten workdays of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the City of North Miami with regard to any and all provisions of the City of North Miami Agreement applicable hereto, the RPQ/RFP, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit

of the City, and incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: John E. Pate, City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Armando Perera, Manager
8950 NE 8 Avenue
302
Miami, FL 33138

Section 6. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 7. E-Verify. In accordance with Florida Statutes §448.095, the Contractor prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually

enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CITY: City of Opa-Locka

Date: _____

By: _____
John E. Pate, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By: _____
City Attorney
Burnadette Norris-Weeks, P.A.

By: _____
Joanna Flores, City Clerk

CONTRACTOR:
Bidera, LLC

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO PIGGYBACK THE MIAMI DADE COUNTY CONTRACT WITH H&R PAVING, INC. FOR QUALIFIED PROFESSIONAL SERVICES FOR THE INSTALLATION OF A NEW SIDEWALK IN THE TOWN CENTER AREA, IN THE CITY OF OPA-LOCKA, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SEVEN THOUSAND, TWO HUNDRED, NINE DOLLARS (\$257,209); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Opa-Locka ("City") initiated the Sidewalk Installation Project ("Project") to install new sidewalks in all areas within the City lacking sidewalks. Staff divided the Project into phases based on priority needs to spread out the fiscal impact over time; and

WHEREAS, on July 22, 2020, the City Commission adopted Resolution 20-9782 to piggyback a Miami-Dade County contract with H&R Paving, Inc. ("Contractor") for Roadway Resurfacing and Sidewalk Installation, which allowed the City to enter into an agreement with the Contractor to complete Sidewalk Installation, Phase I, for Three Hundred Thirty-Eight Thousand, One Hundred Thirty-Nine Dollars, and Seventy-Five Cents (\$338,139.75); and

WHEREAS, Phase I is almost complete, and city staff has developed a scope of services for Phase II. The Contractor has been requested to submit a proposal for the new scope of Phase II, which was subsequently received for Two Hundred Fifty-Seven Thousand, Two Hundred, Nine Dollars (\$257,209). The proposal, attached hereto as Exhibit "A", to address 1.3 miles more of new sidewalk. The City estimates that the City will require approximately 70 miles of sidewalks, with an estimated 51 miles currently installed; and

WHEREAS, the City Manager recommends continuing this project while the Contractor is already working in the City and finalizing Phase I to prevent delays from transitioning from one phase to the next. This project will enhance the City's image as well as address safety issues; and

WHEREAS, Miami-Dade County previously awarded a contract to H&R Paving Inc. for roadway resurfacing services and sidewalk installation (attached as Exhibit “B”), pursuant to its Request for Price Quotations (RPQ) No. 20200203, for a one and a half year period commencing January 4, 2021 through June 28, 2022; and

WHEREAS, this current proposed project with Contractor, attached hereto as Exhibit “A”, will allow for the installation 1.3 miles of new sidewalk within the City, as provided therein; and

WHEREAS, pursuant to Section 2-318(3) of the City’s Purchasing Code (as approved by Ordinance 2020-07) the City may purchase and acquire under contracts with the federal government, the State of Florida or its political subdivisions and also municipal co-operative purchasing organizations and programs and when the City Manager has determined that the prices of the original contract are competitive and reasonable; and

WHEREAS, the City Commission finds that it is in the best interest of the City to piggyback the Miami-Dade County contract with H&R Paving Inc. in order to benefit from already negotiated rates and enter into an agreement, attached hereto for Exhibit “C”, for the installation of 1.3 miles of new sidewalk within the City, in an amount not to exceed Two Hundred Fifty-Seven Thousand, Two Hundred, Nine Dollars (\$257,209).

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 the Miami-Dade County contract with H&R Paving Inc. for qualified professional services for the installation of 1.3 miles of new, within the City of Opa-Locka, and enter into an Agreement with same (attached hereto as Exhibit “C”, in an amount not to exceed Two Hundred Fifty-Seven Thousand, Two Hundred, Nine Dollars (\$257,209).

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 upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 28th day of July 2021.

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 Taylor	(Yes) _____	(No) _____
Commissioner Burke	(Yes) _____	(No) _____
Commissioner Davis	(Yes) _____	(No) _____
Vice-Mayor Williams	(Yes) _____	(No) _____
Mayor Pigatt	(Yes) _____	(No) _____



City of Opa-locka Agenda Cover Memo

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07/28/2021	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	X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

Sidewalk Installation – Phase II

Staff Summary:

The City initiated the Sidewalk Installation Project to install new sidewalks in all areas lacking sidewalks. Staff has divided the project into phases based on priority needs to spread out the fiscal impact over time. On July 22, 2020, the City Commission adopted Resolution 20-9782 to piggyback a Miami-Dade County contract with H&R Paving, Inc for Roadway Resurfacing and Sidewalk Installation, which allowed the City to enter into an agreement with the vendor to complete Sidewalk Installation, Phase I, for \$338,139.75. Phase I is almost complete, and Staff has developed a scope for Phase II. Staff requested the vendor submit a proposal for the new scope, which was subsequently received for \$257,209. This proposal will address 1.3 miles more of new sidewalk. It is believed that the City requires approximately 70 miles of sidewalks, with an estimated 51 miles currently installed. The proposed FY 22 budget will recommend a higher amount next year to increase the rate of sidewalk installation.

Staff recommends continuing this project while the vendor is already working in the City, finalizing Phase I, to prevent delays from transitioning from one phase to the next. This project will enhance the City's image as well as address safety issues.

Therefore, Staff is requesting approval from the City Commission to authorize the City Manager to piggyback Miami Dade-County RFQ# 20200203 for Roadway Resurfacing and Sidewalk Installation and to accept the proposal from H&R Paving, Inc for completion of Phase II.

Financial Impact

The FY 21 budget allocated \$260,000 for Phase II. Funding is as indicated below.

Account	Description	Available	Project	Remaining Balance
47-541340	Other Contracted Services	\$373,166	\$257,209	\$115,957

Proposed Action:

Staff recommends approval of this item to avoid delays and to address safety issues.

Attachment:

1. Agenda
2. Proposal provided by H&R Paving, Inc
3. Street Map
4. MDC NTP Letter and BID form Package in response to the RFQ No. 20200203
5. Opa-locka Piggyback Contract.

1955 N.W. 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR467
DATE:	May 21, 2021

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 FISHERMAN ST OPA- LOCKA, FLORIDA 33054	JOB	SIDEWALKS AT TOWN CENTER PHASE 2 SUBPHASES 1-4
CONTACT		PHONE	

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

1.00	MOBILIZATION	1.00	1.00
800.00	BARRICADES	0.25	200.00
100.00	WORK ZONE SIGNS	0.50	50.00
3,888.00	BASE PREP. FOR NEW SIDEWALK	15.00	58,320.00
3,888.00	INSTALL NEW 4" SIDEWALK	38.50	149,688.00
500.00	INSTALL NEW 6" SIDEWALK	38.50	19,250.00
500.00	DETECTABLE WARRING	25.00	12,500.00
10.00	ADJUST MANHOLE	340.00	3,400.00
10.00	ADJUST VALVE	280.00	2,800.00
500.00	CURB AND GUTTER	22.00	11,000.00

\$ 257,209.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of Permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R Paving, Inc. (READ REVERSE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

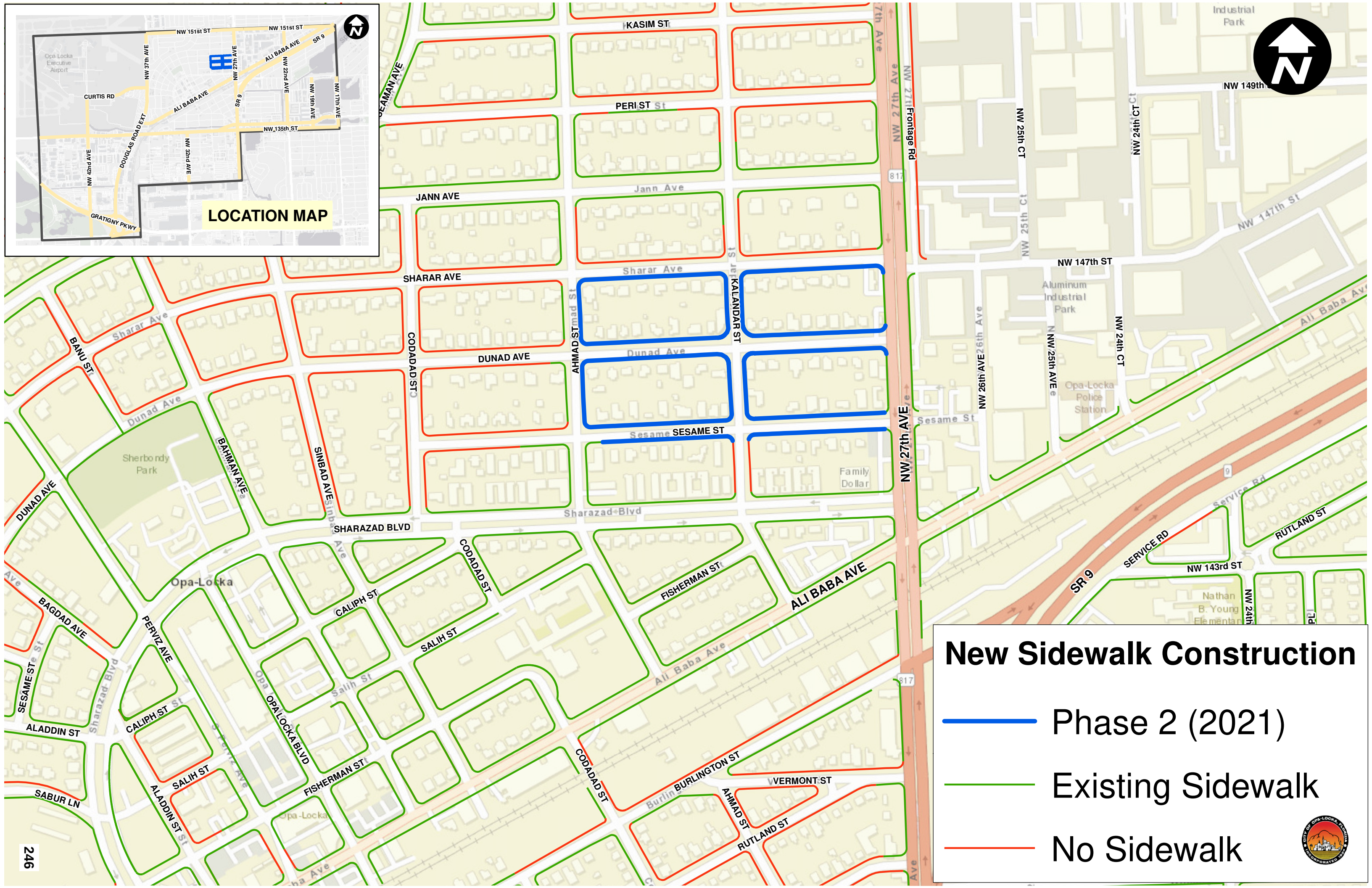
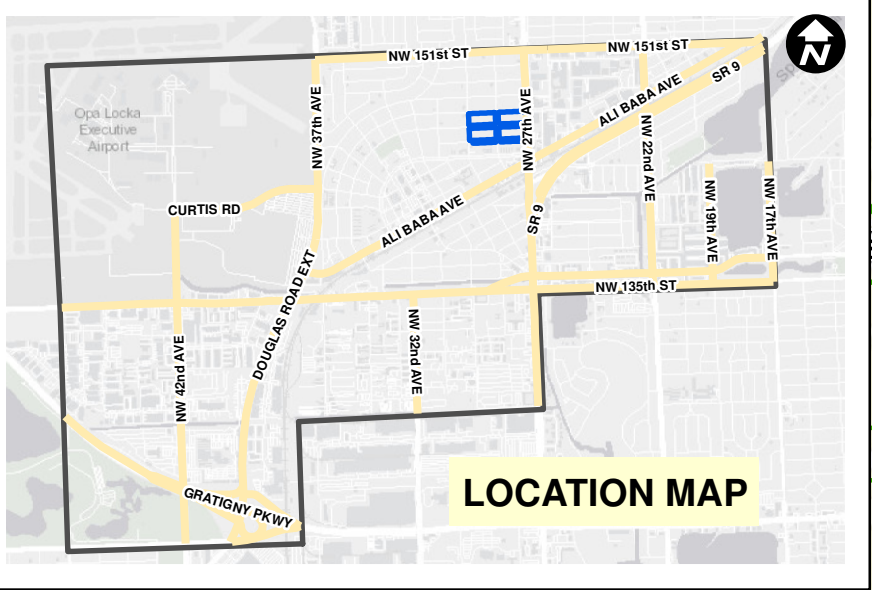
The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, 1/3 when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: Airia Austin, PWCIP Director

Signature: 

Date: 5-21-21

Signature: _____ 245



New Sidewalk Construction

- Phase 2 (2021)
- Existing Sidewalk
- No Sidewalk



Phase 2 (2021)

Street	From	To	Length (ft.)	
Ahmad St	Dunad Ave	Sharar Ave	1,588	
Ahmad St	Sesame St	Dunad Ave	1,607	
Dunad Ave	Kalandar St	NW 27th Ave	1,406	
Dunad Ave	Ahmad St	Kalandar St	1,588	
Dunad Ave	Kalandar St	NW 27th Ave	1,389	
Dunad Ave	Ahmad St	Kalandar St	1,607	
Kalandar St	Dunad Ave	Sharar Ave	1,588	
Kalandar St	Dunad Ave	Sharar Ave	1,406	
Kalandar St	Sesame St	Dunad Ave	1,389	
Kalandar St	Sesame St	Dunad Ave	1,607	
Sesame St	Existing Sidewalk	Kalandar St	746	
Sesame St	Kalandar St	NW 27th Ave	774	
Sesame St	Kalandar St	NW 27th Ave	1,389	
Sesame St	Ahmad St	Kalandar St	1,607	
Sharar Ave	Ahmad St	Kalandar St	1,588	
Sharar Ave	Kalandar St	NW 27th Ave	1,406	
			22,687 ft.	1.3 mi.

1955 N.W. 110 Ave., Miami, FL 33172
Telephone: (305) 261-3005
Fax: (305) 592-6079



PROPOSAL

QUOTE NO.	AR467
DATE:	May 21, 2021

LICENSED AND INSURED

TO	CITY OF OPA LOCKA 780 FISHERMAN ST OPA- LOCKA, FLORIDA 33054	JOB	SIDEWALKS AT TOWN CENTER PHASE 2 SUBPHASES 1-4
CONTACT		PHONE	

We hereby propose to furnish all labor, material, equipment and insurance, **SUBJECT TO ALL TERMS AND CONDITIONS AS SET FORTH ON BOTH SIDES OF THIS PROPOSAL, AS FOLLOWS:**

1.00	MOBILIZATION	1.00	1.00
800.00	BARRICADES	0.25	200.00
100.00	WORK ZONE SIGNS	0.50	50.00
3,888.00	BASE PREP. FOR NEW SIDEWALK	15.00	58,320.00
3,888.00	INSTALL NEW 4" SIDEWALK	38.50	149,688.00
500.00	INSTALL NEW 6" SIDEWALK	38.50	19,250.00
500.00	DETECTABLE WARRING	25.00	12,500.00
10.00	ADJUST MANHOLE	340.00	3,400.00
10.00	ADJUST VALVE	280.00	2,800.00
500.00	CURB AND GUTTER	22.00	11,000.00

\$ 257,209.00

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum shown above, with payment to be made as follows:

NOTE: Cost of Permits to be billed additionally. Subgrade preparation if required under equipment rental basis. This proposal subject to acceptance within 30 days and is void thereafter at the option of H & R Paving, Inc. (READ REVERSE SIDE)

Authorized Signature: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. 1/3 upon acceptance, 1/3 when rock base is in place, balance upon completion. INTEREST will be charged on all delinquent accounts at the highest legal rate of interest allowable under the laws of the state of Florida.

ACCEPTED: Airia Austin, PWCIP Director

Signature: 

Date: 5-21-21

Signature: _____ **248**

December 31, 2020

Raul Gonzalez
H & R Paving, Inc.
1955 N.W. 110 Avenue
Miami, Florida 33172



Department of Transportation and Public Works
Capital Improvements Division
111 NW 1st Street, 14th Floor
Miami, FL 33128
T 305-375-1918 F 305-375-5909

Re: Notice of Proceed for MCC 7360 Plan - CICC 7360- 0/08
RPQ No: 20200203 - Roadway Resurfacing
- Multiple Sites

CERTIFIED MAIL No: 7013 3020 0001 9453 3672
TELEPHONE: (305)-261-3005
EMAIL: abe@hrpaving.com

Dear Mr. Raul Gonzalez:

This letter will serve as your notification that you are to proceed with the work described in RPQ# 20200203 starting Monday, January 4th, 2021 and that all work must be completed on schedule in accordance with the contract documents. The time allotted for the contract is 540 consecutive calendar days which results in a scheduled completion date of Tuesday, June 28th, 2022. In the event the project is not completed by the scheduled completion date and a time extension has not been granted, your firm shall be subject to any liquidated and or stipulated damages as defined in the contract documents for this project.

Roadway Resurfacing - Multiple Sites

The complete execution of this notice to proceed shall constitute a contract for the work described in the RPQ under the Request for Price Quotation (RPQ) under the MCC 7360 Plan. Failure to properly execute and return this document within seven (7) calendar days of the date of this letter may result in the County rescinding the award to your firm and awarding the subject project to the next lowest responsive and responsible bidder.

The terms and conditions applicable to this contract are in the 7360 Contract dated 6/1/2003 and the totality of the contract documents (including but not limited to the RPQ including any special provisions contained therein, drawings and specifications, addenda, and any contract modifications or change order, etc.).

This letter will also serve as a reminder that all work must be performed in accordance with the Contract Documents and in accordance with all applicable Federal, State and local laws, codes and regulations. In accordance the Contract procedure, the Miami-Dade County Purchase Order Number is PCMT2000415.

Should you have any question regarding this notification, please contact Frank Mendoza at 305-375-2111.

Sincerely,

Joaquin Rabassa, P.E.
Construction Manager 3

To Be Completed By The Contracting Firm

I understand and accept the terms and conditions for the RPQ # 20200203 referenced above.

Accepted by: Company Name: H & R Paving Inc
Authorized Representative Name: Abe Rodriguez
Authorized Representative Signature: [Signature]
Dated: 1/4/2021

The foregoing was sworn and subscribed before me this 4th day of Jan, 2021 by Abe Rodriguez who is personally known to me or who produced _____ as identification who being duly sworn, deposes and says that the above is true to the best of his knowledge, information and belief.

My Commission expires: [Signature]
NOTARY PUBLIC
STATE OF FLORIDA



Daisy Quintaro
Commission # GG203023
Expires: April 17, 2022
Bonded thru Asron Notary

Note: Whoever is signing above is authorized to bind the corporation and must be an officer of the corporation as verified through the Florida Division of Corporations.

Cc: Frank Guyamier, P.E., DTPW
Alfredo Muñoz, P.E., DTPW
Roxana Bayarre, P.E. DTPW

Manuel Garcia, DTPW
Alvaro Castro, DTPW 12/31/20
Frank Mendoza, DTPW

Bassam Moubayed, DTPW
Marcia Martin, ISD
Carlos Palma, DTPW

Rene Idamaga, P.E., DTPW
Alicia Arce, DTPW

Project No.: 20200203 PCMT2000415

Bid Form

PROJECT TITLE: Roadway Resurfacing -- Multiple Sites

PROJECT NO: 20200203

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
1WSR	360.0	S.F.	Saw cut and remove an average of two (2) inches of temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found suitable, clean loose material and replace the amount of cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	Three Dollars And Fifty Cents	3.50	1260. ⁰⁰
2WSR	480.0	S.F.	Saw cut and remove an average of two (2) inches of existing temporary cold asphalt patch on trench in order to expose and evaluate the condition of the base. If base is found unsuitable by the Engineer, remove base material and replace with a minimum of eight (8) inches of compacted limerock or six (6) inches of hot S asphaltic concrete. In either case, replace the cold patch removed with hot type S asphaltic concrete up to the level of the surrounding surface.	Three Dollars And Fifty Cents	3.50	1680. ⁰⁰
5WS1-A	8.0	P.N.	Night Differential for Milling	ONE DOLLAR	1. ⁰⁰	8. ⁰⁰
6WS1-A	8.0	P.N.	Night Differential for Resurfacing	ONE DOLLAR	1. ⁰⁰	8. ⁰⁰
101-1-B	15.0	W.O.	Mobilization	ONE DOLLAR	1. ⁰⁰	15. ⁰⁰
102-74-2	4,550.0	EA/DAY	BARRICADES (Temporary, Type III, 6')	Twenty Five Cents	.25	1,137. ⁵⁰
102-76	170.0	EA/DAY	FLASHING ARROW BOARD (Temporary, Multimode)	Ten Dollars NO CENTS	10. ⁰⁰	1,700. ⁰⁰
102-8A	35.0	S.Y.	RE-GRADE EXISTING SWALE (Without sod) (When required by the Engineer.)	ONE DOLLAR	1. ⁰⁰	35. ⁰⁰
102-99	430.0	EA/DAY	VARIABLE MESSAGE SIGN (Temporary)	Twenty Five Dollars	25. ⁰⁰	10,750. ⁰⁰
102-60A	1,300.0	EA/DAY	WORK ZONE SIGNS	ONE CENT	.01	13. ⁰⁰
110-4	115.0	S.Y.	REMOVAL OF EXISTING PAVEMENT	ONE DOLLAR	1. ⁰⁰	115. ⁰⁰

Bid Form

PROJECT NO: 20200203

PROJECT TITLE: Roadway Resurfacing - Multiple Sites

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
110-4-1-1 <i>Prop D</i>	3,415.0	L.F.	REMOVAL AND DISPOSAL OF EXISTING CURB AND GUTTER	Two Dollars And Thirty Cents	2.30	7,854. ⁰⁰
110-4-2A <i>Prop D</i>	2,600.0	S.Y.	REMOVAL OF EXISTING CONCRETE SIDEWALK (up to 8" thick, including base preparation)	Ten Dollars And Thirty Five Cents	10.35	26,910. ⁰⁰
120-1	16.0	C.Y.	REGULAR EXCAVATION	Fifteen Dollars	15. ⁰⁰	240. ⁰⁰
120-2-3	25.0	C.Y.	EMBANKMENT FOR ROAD BUILD-UP (Borrow material from Contractor's own source)	Five Dollars	5. ⁰⁰	125. ⁰⁰
120-2-4	25.0	C.Y.	EMBANKMENT MATERIAL FOR SHOULDER - Borrow material, from contractor's own source, see Special Provisions for description of material.	Ten Dollars	10. ⁰⁰	250. ⁰⁰
160-4	25.0	S.Y.	TYPE "B" STABILIZATION (12" Thick) (Min. C.B.R. 30)	Two Dollars	2. ⁰⁰	50. ⁰⁰
200-2	180.0	S.Y.	BASE PREPARATION FOR NEW SIDEWALK CONSTRUCTION (Where needed at the discretion of the Engineer)	Twenty Dollars	20. ⁰⁰	3,600. ⁰⁰
210-1-2	35.0	S.Y.	LIMEROCK BASE (8" double course) (Primed)	Eighteen Dollars	18. ⁰⁰	630. ⁰⁰
327-70	202,000.0	S.Y.	MILLING EXISTING PAVEMENT [{"1"}(Payment for greater cuts will be paid proportionally)]	Two Dollars NO CENTS.	2. ⁰⁰	404,000. ⁰⁰
334-2-13-1	9,720.0	TON	Hot Mix Asphalt, Traffic C, SP-9.5	ONE HUNDRED DOLLARS, NO CENTS	100. ⁰⁰	972,000. ⁰⁰
337-8-42	4,165.0	TON	Hot Mix Asphalt Friction Course, Traffic C, FC-9.5, PG 76-22	ONE HUNDRED AND FIFTEEN DOLLARS	115. ⁰⁰	478,975. ⁰⁰
425-4(2)	16.0	EA.	ADJUSTING INLETS	Two Hundred Dollars.	200. ⁰⁰	3,200. ⁰⁰

Bid Form

PROJECT NO: 20200203

PROJECT TITLE: Roadway Resurfacing - Multiple Sites

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
425-5	65.0	EA.	ADJUST MANHOLE (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	Three Hundred AND FIFTY DOLLARS	350. ⁰⁰	22,750. ⁰⁰
425-6	110.0	EA.	ADJUST EXISTING VALVE BOXES (MIAMI-DADE COUNTY ONLY) (This item is contingent upon field conditions and may be increased, decreased or eliminated by the Engineer)	Two Hundred AND EIGHTY DOLLARS	280. ⁰⁰	30,800. ⁰⁰
425-721E	15.0	EA.	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Manholes.	Three Hundred AND FIFTY DOLLARS	350. ⁰⁰	5,250. ⁰⁰
425-721F	26.0	EA.	REMOVAL AND DISPOSAL of existing damaged frames and pick up new frames at Miami-Dade Water and Sewer, including adjustment and installation of Water Valves.	Two Hundred AND EIGHTY DOLLARS	280. ⁰⁰	7,280. ⁰⁰
425-944B	10.0	EA.	RECONSTRUCT MANHOLE	one Hundred AND FIFTY DOLLARS	150. ⁰⁰	1,500. ⁰⁰
520-2A	3,450.0	L.F.	CONCRETE CURB AND/OR GUTTER (Any type, including base preparation)	Twenty ONE DOLLARS	21. ⁰⁰	72,450. ⁰⁰
522-1(1)	2,600.0	S.Y.	CONCRETE SIDEWALK (4" THICK, 3,000 P.S.I. CONCRETE AT 28 DAYS (Includes the cost of pedestrian ramps and sidewalk curbs)	Twenty Six DOLLARS AND Twenty TWO CENTS	36. ⁷²	94,172. ⁰⁰
522-2	180.0	S.Y.	CONCRETE SIDEWALK (6" Thick, 3000 P.S.I. concrete at 28 days) (including pedestrian ramps and sidewalk curbs)	Twenty Six DOLLARS AND Twenty TWO CENTS	36. ⁷²	6,519. ⁰⁰
527-2	1,420.0	S.F.	DETECTABLE WARNING ON WALKING SURFACE	Twenty Six DOLLARS	26. ⁰⁰	36,920. ⁰⁰
575-1-1	330.0	S.Y.	SODDING (Pensacola Bahia or match existing) (includes watering)	Five DOLLARS	5. ⁰⁰	1,650. ⁰⁰
635-1-11	48.0	AS.	PULL BOX, METER TYPE (Polymer)	Three Hundred DOLLARS	300. ⁰⁰	14,400. ⁰⁰
700-40-01	35.0	AS.	ROADSIDE SIGNS ((SINGLE POST) (LESS THAN 12 S.F.))	Two Hundred AND SEVEN DOLLARS	207. ⁰⁰	7,245. ⁰⁰

Bid Form

PROJECT NO: 20200203

PROJECT TITLE: Roadway Resurfacing - Multiple Sites

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
700-46-22	28.0	EA.	RESET EXISTING POST AND SIGN	Fifty Seven Dollars and Five Cents	57. ⁵⁰	1610. ⁰⁰
705-71-361	35.0	EA.	36" TUBULAR DELINEATOR	Sixty Nine Dollars	69. ⁰⁰	2415. ⁰⁰
706-1-12	5,740.0	EA.	REFLECTIVE PAVEMENT MARKERS (class B, mono or bi-directional, all colors)	Three Dollars and Four Five Cents	3. ⁴⁵	19,803. ⁰⁰
710-11-121	76,830.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 6")	Twenty Three Cents	.23	17,624. ⁹⁰
710-11-122	830.0	L.F.	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	Thirty Four Cents	.34	282. ²⁰
710-11-123	11,660.0	L.F.	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	Sixty Nine Cents	.69	8045. ⁴⁰
710-11-124	400.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 18")	One Dollar and Fifteen Cents	1. ¹⁵	460. ⁰⁰
710-11-125	6,505.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, White, solid, 24")	One Dollar and Fifteen Cents	1. ¹⁵	7480. ⁷⁵
710-11-141	27,800.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard) (White) (Skip) (6")	Twenty Three Cents	.23	6394. ⁰⁰
710-11-160	35.0	EA.	PAINTED PAVEMENT MARKINGS (Standard)(White)(Message)	Thirty Four Dollars and Five Cents	34. ⁵⁰	1207. ⁵⁰
710-11-170	210.0	EA	PAINTED PAVEMENT MARKING (Standard) (White) (Arrows)	Seventeen Dollars and Twenty Five Cents	17. ²⁵	3622. ⁵⁰
710-11-221	33,250.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard, Yellow, solid, 6")	Twenty Three Cents	.23	7647. ⁵⁰

Bid Form

PROJECT TITLE: Roadway Resurfacing -- Multiple Sites

PROJECT NO: 20200203

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
710-11-224	2,760.0	L.F.	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	Sixty Nine Cents	.69	1904. ⁹⁰
710-11-241	48,200.0	L.F.	PAINTED PAVEMENT MARKINGS (Standard) (Yellow) (Skip) (6")	Twenty Three Cents	.73	11,086. ⁰⁰
710-26-41A	6,060.0	L.F.	SOLID TRAFFIC STRIPE, PAINT - (4" white, or yellow)	One Cent	.01	60. ⁶⁰
711-2	48.0	L.F.	SKIP TRAFFIC STRIPE (6' STRIPE, 10' SPACE) (WHITE THERMOPLASTIC) (6" WIDE)	Twenty Three Cents	.73	11. ⁰⁴
711-5	146.0	L.F.	GUIDELINES [(6" DOTTED) (2'-4' White) (Thermoplastic)]	One Dollar And Fifteen Cents	1.15	167. ⁹⁰
711-11-121	66,480.0	L.F.	THERMOPLASTIC (White) (Solid) (6")	Eight Cents	.80	53,184. ⁰⁰
711-11-122	748.0	L.F.	THERMOPLASTIC (White) (Solid) (8")	One Dollar And Three Cents	1.03	770. ⁴⁴
711-11-123	11,690.0	L.F.	THERMOPLASTIC (White) (Solid) (12")	Two Dollars And Thirty Cents	2.30	26,887. ⁰⁰
711-11-124	930.0	L.F.	THERMOPLASTIC (White) (Solid) (18")	Three Dollars And Sixty Cents	3.60	3348. ⁰⁰
711-11-125	5,160.0	L.F.	THERMOPLASTIC (White) (Solid) (24")	Three Dollars And Sixty Cents	3.60	18,576. ⁰⁰
711-11-141	14,245.0	L.F.	THERMOPLASTIC (White) (Skip) (6")	Eight Cents	.80	11,396. ⁰⁰
711-11-160	35.0	EA.	THERMOPLASTIC (White) (Message)	One Hundred And Fifteen Dollars	115. ⁰⁰	4025. ⁰⁰

Bid Form

PROJECT TITLE: Roadway Resurfacing -- Multiple Sites

PROJECT NO: 20200203

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE *NOTICE TO PROCEED WITH CONTRACT WORK*.

Item No	Quantity	Unit	Description	Written Unit Amount	Unit Price	Total
711-11-170	180.0	EA	THERMOPLASTIC (White) (Arrows)	Fifty One Dollars AND Seventy Five Cents	51.75	9315. ⁰⁰
711-11-221	46,840.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (6")	Eighty Cents	.80	37,472. ⁰⁰
711-11-224	1,220.0	L.F.	THERMOPLASTIC (Yellow) (Solid) (18")	Three Dollars AND Forty Five Cents	3.45	4209. ⁰⁰
711-11-241	3,870.0	L.F.	THERMOPLASTIC (Yellow) (Skip) (6")	Eighty Cents	.80	3096. ⁰⁰
711-14-160	65.0	EA	Thermoplastic, Preformed, White, Message	Three Hundred AND Forty Five Dollars	345. ⁰⁰	22,425. ⁰⁰
711-2A	35.0	L.F.	SKIP TRAFFIC STRIPE, THERMOPLASTIC (4" WHITE/YELLOW, 6'-10' SKIP)	One Cent	.01	.35
711-33-34	500.0	L.F.	SKIP TRAFFIC STRIPE- [(4" White/Yellow) (10' Stripe, 30' Skip)(Thermoplastic, lead free)]	One Cent	.01	5. ⁰⁰
711-35-41	4,244.0	L.F.	SOLID TRAFFIC STRIPE [(4" WHITE)(Thermoplastic)]	One Cent	.01	42.44
711-36-41	100.0	L.F.	SOLID TRAFFIC STRIPE [(4"Yellow) (THERMOPLASTIC) (Lead-free)]	One Cent	.01	1. ⁰⁰
711-72	240.0	S.F.	REMOVAL OF EXISTING PAVEMENT MARKINGS (Thermoplastic & Paint)	Eleven Cents	.11	26.40

Bid Form

PROJECT TITLE: Roadway Resurfacing - Multiple Sites

PROJECT NO: 20200203

IF THIS PROPOSAL IS ACCEPTED, THE UNDERSIGNED AGREES TO COMPLETE ALL WORK UNDER THIS CONTRACT WITHIN FIVE HUNDRED FORTY (540) CALENDAR DAYS AFTER THE EFFECTIVE DATE ESTABLISHED IN THE "NOTICE TO PROCEED WITH CONTRACT WORK".

Total: \$2,500,093.70

The bidder understands and agrees that the above total is inclusive of all work necessary to complete the job as described in the plans and specifications.

Quantities are established and are included only for the purpose of facilitating the uniform comparison of bids submitted. The County shall not be held responsible if the quantities are not accurate and all computations for compensation shall be based upon the actual work performed, whether greater or less than estimated quantities.

Tax Identification Number: 591690152

D.C. Certificate of competency No: E-844

Bidder's Name: H & R PAVING INC.

Bidder's telephone Number: 305-201-3005

Bidder's address: 1955 NW 110 AVE MIAMI, FL 33172

**CITY OF OPA-LOCKA AGREEMENT FOR SIDEWALK INSTALLATION
SERVICES**

(Roadway Resurfacing Piggyback Competitive Award)

This Agreement is made this ____ day of _____, 2021, between the City of Opa-Locka, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 780 Fisherman Street, Opa-Locka, Florida 33054 (the "**City**"), and H&R Paving, Inc. whose address is 1955 N.W. 110 Avenue, Miami, FL 33172(the "**Contractor**").

WITNESSETH

WHEREAS, the Contractor desires to enter into this Agreement ("Agreement") with City to provide sidewalk installation services to the City at Town Center Area and Nile Garden within the City (Sidewalk Installation – Phase II) (the "Project"); and

WHEREAS, the parties desire to incorporate the terms and conditions of the solicitation and contractual arrangement between Miami-Dade County (Department of Transportation and Public Works) and the Contractor, as set forth in the Miami-Dade County Request For Price Quotations No. 20200203 ("the RPQ"); and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Section 1. Term. The term of this Agreement commences upon fully execution of this agreement and continues through June 28, 2022, unless terminated earlier by its terms. The City shall have the option to renew for two (2) additional one-year terms.

Section 2. Contract Terms. The Contractor agrees to provide the City with sidewalk installation services in accordance with the City's requirements as set forth herein and the Standard Contract between Miami-Dade County (Department of Transportation and Public Works) and the Contractor dated on or about January 4, 2021 (the "Miami-Dade County Agreement"), attached hereto and incorporated herein as Exhibit "A". The exhibits are incorporated into this Agreement for all purposes, and are collectively referred to as the "Contract Documents", and represent the entire agreement between the parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Miami-Dade County Agreement and the Contractor's accepted proposal.

Section 3. Scope of Work

The following provisions are included:

A City shall pay Contractor no more than the unit prices set forth in the Contract Documents and in accordance with the provisions of the Contract Documents. If the City requires services not covered by unit prices already made a part of the Contract Documents, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, Airia Austin, as PW & CIP Director, shall be the City Representative and may be reached at (305)953-2868 Ext. 1450.

B. If permits are required, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within ten work days of receiving from the City all documents necessary to file such permit applications. The City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. The City of Opa-Locka shall be substituted for the County of Miami-Dade with regard to any and all provisions of the Miami-Dade County Agreement, the RPQ, and the Contractor's bid, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and

incorporated herein.

D. Contractor shall not commence work on the Project unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 5. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: John E. Pate, City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida, Florida 33054

Copy to: Burnadette Norris-Weeks, Esq.
City Attorney
Burnadette Norris-Weeks, P.A.
401 NW 7th Avenue
Fort Lauderdale, Florida 33311

For Contractor: Raul Gonzalez
1955 N. W. 110 AVE
Miami, FL 33172

Section 5. Severability. This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first

above written.

CITY: City of Opa-Locka

Date:_____

By:_____
John E. Pate, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCYFOR THE USE
OF AND RELIANCE
BY THE CITY OF OPA-LOCKA ONLY:

By:_____
City Attorney
Burnadette Norris-Weeks, P.A.

By:_____
Joanna Flores, City Clerk

**CONTRACTOR:
H&R Paving, Inc.**

By: _____

Witness: _____

PRINT NAME

TITLE

Date: _____

Date: _____

RESOLUTION NO. 21-XXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE ASSESSMENT AND EVALUATION PROJECT AGREEMENT FOR CAIRO LANE, NW 127TH STREET AND ALEXANDRIA DRIVE TO INCREASE THE PROJECT SCOPE OF WORK, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000.00); PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 10, 2020, the City Commission of the City of Opa-Locka accepted bid proposals in response to RFQ No. 20-0324200 and authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services; and

WHEREAS, 300 Engineering Group, P.A (“CONTRACTOR”) was one of the firms selected to be a part of the City of Opa-Locka’s library of Engineering and Architectural Consultants to perform professional services for specific projects for the City of Opa-Locka (“City”) on an as-needed basis; and

WHEREAS, on September 9, 2020, the City Commission adopted Resolution No. 20-9802 authorizing the City Manager to enter into an agreement with 300 Engineering Group, P.A. to provide engineering services for an Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive, including verification of the design proposed by the previous Contractor, and to develop the basis of design for completion of the stormwater, force main, water system, and roadway improvements for this area of the City (“Project”); and

WHEREAS, while the Contractor has been working on the Project, it is facing challenges completing the assessment and conducting the required topographic surveys and geotechnical investigations due to the condition of the drainage catch basins and the accumulated debris along Cairo Lane and NW 127th Street; and

WHEREAS, after construction was suspended in July 2019 by the former contractor, Intercounty Engineering Inc, the Project was left unfinished, causing irregular conditions in the right-of-way (ROW) with an accumulation of debris, dirt and garbage on the roadway and drainage structures. In addition, there have been

several incidents of illegal dumping in the project area, has further worsened the conditions of the ROW and impacted the City financially; and

WHEREAS, Staff has been working with the Contractor to find a solution to these issues, and has consequently received a proposal to amend the Assessment and Evaluation Project Contract; and

WHEREAS, the proposed first amendment is to increase the scope of work by Two Hundred Sixty-Four Thousand, Seven Hundred, Nineteen Dollars (\$264,719.00) for the Removal of Debris and cleaning of the Stormwater Structures, pursuant to the Contractor's proposal dated June 24, 2021, attached hereto as Exhibit "A". The City Manager recommends an approximate ten percent (10%) Project contingency budget of Twenty-Five Thousand, Two Hundred Eighty-One Dollars (\$25,281.00) for a total project cost of Two Hundred Ninety Thousand Dollars (\$290,000.00); and

WHEREAS, in addition, the Contractor has requested changes to the original contract terms as described within the Amendment Agreement, attached hereto as Exhibit "B"; and

WHEREAS, the City Commission finds that it is in the best interest of the City and its residents to amend the Assessment and Evaluation Contract with 300 Engineering Group, P.A, as provided herein.

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

Section 1. Recitals.

The recitals to the preamble here are incorporated by reference.

Section 2. Authorization

The City Commission of the City of Opa-Locka hereby authorizes the City Manager to execute the First Amendment to the Assessment and Evaluation Project Agreement for Cairo Lane, NW 127th Street and Alexandria Drive, attached hereto as Exhibit "B".

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 the need of a public hearing, by filing a corrected copy of same with the City Clerk.

Section 4. Effective Date

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

PASSED AND ADOPTED this day 28th of July, 2021.

Matthew Pigatt, Mayor

Attest to:

Approved as to form and legal sufficiency:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Taylor

(Yes) _____ (No) _____

Commissioner Burke

(Yes) _____ (No) _____

Commissioner Davis

(Yes) _____ (No) _____

Vice-Mayor Williams

(Yes) _____ (No) _____

Mayor Pigatt

(Yes) _____ (No) _____



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

Department Director:	Airia Austin		Department Director Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	07/28/2021		Item Type: (Enter X in box)	Resolution X	Ordinance	Other	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading		2nd Reading	
	X		Public Hearing: (Enter X in box)	Yes	No	Yes	No
					X		X
Funding Source: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes		No	
						X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:				
	X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area:	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:

**Contract Amendment #1 to the Assessment and Evaluation Project
for Cairo Lane, NW 127th Street and Alexandria Drive**

Staff Summary:

On June 10, 2020, the City Commission of the City of Opa-locka accepted bid proposals in response to RFQ No. 20-0324200 and authorized the City Manager to enter into multiple agreements for architectural and engineering consulting services. 300 Engineering Group, P.A. was one of the firms selected to be part of the City's library of Engineering and Architectural Consultants to perform professional services for specific projects for the City on an as-needed basis. Furthermore, on September 9, 2020, the City Commission adopted Resolution No. 20-9802 authorizing the City Manager to enter into an agreement with 300 Engineering group, P.A. to provide engineering services for Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive, including verification of the design proposed by the previous Contractor, and to develop the basis of design for

completion of the stormwater, force main, water system, and roadway improvements for this area of the City.

The firm has been working on the project. However, they are facing challenges to completing the assessment and conducting the required topographic surveys and geotechnical investigations due to the condition of the drainage catch basins and the accumulated debris along Cairo Lane and NW 127th Street. After construction was suspended in July 2019 by the former contractor, Intercounty Engineering Inc, the project was left unfinished, causing irregular conditions in the right-of-way (ROW) with an accumulation of debris, dirt and garbage on the roadway and drainage structures. In addition, there have been several incidents of illegal dumping in the project area, which has further worsened the conditions of the ROW and impacted the City financially.

Staff have been working with the firm to find a solution to these issues, and we have received a proposal to amend the Assessment and Evaluation Contract. Amendment #1 is to increase the scope of work by \$264,719.00 for the Removal of Debris and cleaning of the Stormwater Structures according to the Consultant's proposal dated June 24, 2021, which is attached to this agenda item.

In addition, the Consultant has requested some minor changes to the original contract terms, and the staff will take this opportunity to review those changes with the City Attorney for legal recommendation and approval.

Financial Impact

This project primarily benefits the Stormwater Fund and secondarily City streets. It is proposed that the projected cost be split 80% to the Stormwater Fund and 20% to the Safe Neighborhood CIP Fund for the roadway portion. Additionally, since conditions may arise which would necessitate change orders, it is further recommended a Contingency of approximately 10% be approved, outside of the contract for which approval is requested, to allow staff to process change orders in a timely manner. Any change order exceeding \$25,000 would be brought back to the Commission for approval. With 10% Contingency, the project would be \$290,000, allocated as follows:

Account	Description	Available	Project	Remaining Balance
43-5386315	Cairo Lane (Stormwater)	\$530,000	\$232,000	\$298,000
44-541820	Cairo Lane (Roadway)	—	\$ 58,000	(\$58,000)
Total Project (Including Contingency)			\$290,000	

The deficit in the roadway portion of this project will be funded in Budget Amendment #4.

Proposed Action:

Staff recommends that the City Commission authorize the appropriate City official to sign a contract for \$264,719 with 300 Engineering Group, P.A. to provide additional engineering services for Assessment and Evaluation of Cairo Lane, NW 127th Street and Alexandria Drive and further authorize establishment of a Contingency of \$25,281 to be available for small change orders which may become necessary.

Attachment:

1. Agenda
2. Proposal provided by 300 Engineering Group, P.A.
3. Executed Project Agreement for Design Services between Opa-locka and 300 Engineering Group, P.A.
For the Assessment and Evaluation of Cairo Lane, NW 127th Street, and Alexandria Drive
4. Changes previously requested
5. Agreement Amendment #1

City of Opa-Locka

RFQ 20-0324200

**Cairo Lane, 127th Street and Alexandria Drive Project –
Engineering and Assessment Services – Amendment 1:
Debris Removal and Cleaning of Stormwater Structures**

SCOPE OF WORK

June 24, 2021

Prepared for:

City of Opa-Locka Public Works Department

Attn: Airia Austin
Public Works and CIP Director
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054



Prepared by:

300 Engineering Group, P.A.
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134



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City of Opa-Locka

RFQ 20-0324200

Cairo Lane, 127th Street and Alexandria Drive Project – Engineering and Assessment Services – Amendment 1: Debris Removal and Cleaning of Stormwater Structures

SCOPE OF WORK

INTRODUCTION

The City of Opa-Locka (City) owns, operates and maintains a water distribution system, a wastewater collection & transmission system and a stormwater management system within its service area. Cairo Lane, NW 127th Street, and Alexandria Drive are within an industrial area located in the south west portion of the City, south of NW 135th Street and east of the Douglas/Le Jeune Road Connector. The project area was once part of a 50-acre lake fill known as Milton's Dump that operated from 1966 to 1981.

In 2015, the City issued the Request for Proposal (RFP) No: 15-2904100 to conduct improvements to the water, wastewater, stormwater systems and roadway reconstruction at Cairo Lane, NW 127th Street, and sections of Alexandria Drive. The project seeks to address the non-existing drainage system in the area and provide for improved roadway conditions.

The project was procured as a Design-Build project and the contract was awarded to Intercounty Engineering Inc. on May 13, 2015. Based on the design plans provide by the City on July 1, 2020, the project included the following:

Cairo Lane, from the NW 127th Street Canal to NW 135th Street:

- Installation of a new 3-inch HDPE force main (FM), thirty-four (34) service connections to the property line for the connection of privately owned grinder pump stations and interconnection with an existing force main along NW 135th Street. Grinder pumps stations shall be designed and installed by the property owners
- Installation of new drainage system, including twenty (20) catch basins, trunk drainage pipping, nutrient removal treatment system at the south end of Cairo Lane and outfall to discharge to the 127th street canal
- Installation of a new section of 12-inch PVC water main
- Roadway reconstruction

NW 127th Street, from Cairo Lane to NW 32nd Avenue:

- Installation of new drainage system, including thirteen (13) catch basins and trunk drainage pipping
- Installation of a new 12-inch PVC water main and five (5) fire hydrants
- Roadway reconstruction

Alexandria Drive, from NW 127th Street to approximately NW 131st Street:

- Installation of a new 3-inch HDPE FM and service connections to the property line for the connection of privately owned grinder pump stations. Grinder pumps stations shall be designed and installed by the property owners

- Installation of a new section of 12-inch PVC water main

The construction began in February 2016 was stopped in July 2019 without completion of the work. Based on progress reports provided by the City on July 1st, 2020 and a site visit conducted with the City on July 10th, 2020, the following infrastructure was installed:

- 3-inch HDPE FM along Cairo Lane and five (5) service connections, not including the NW 135th Street crossing and connection to the existing force main
- South section of the trunk drainage pipe along Cairo Lane (up to catch basin 10), eighteen (18) catch basins and the stormwater treatment structure (without the filters)
- 12-inch PVC water main section along Cairo Lane
- Trunk drainage line along NW 127th Street and thirteen (13) catch basins
- 12-inch PVC water main along NW 127th Street and four (4) fire hydrants
- 3-inch HDPE FM along Alexandria Drive and six (6) service connections
- 12-inch PVC water main section along Alexandria Drive

After the construction work was interrupted, the roadway improvements were left incomplete. This has generated irregular conditions in the right of way (ROW) with accumulation of debris, dirt and garbage on the roadways and drainage structures. In addition, the City has reported several instances of illegal dumping in the project area which has worsen the conditions of the ROW.

The City has requested 300 Engineering Group, P.A. (300 Engineering) as a professional firm to provide professional services for the removal of the debris/dirt on Cairo Lane and the cleaning of the drainage structures located in Cairo Lane and NW 127th Street. These services are required for the execution of the field investigation activities (topographic survey, geotechnical investigation and assessment of the infrastructure) included in the development of basis of design for the completion of the stormwater, force main, water system, and roadway improvements of Cairo Lane and NW 127th Street.

DESCRIPTION OF SERVICES

300 Engineering is hereby presenting a scope of services to provide the City Cairo Lane, 127th Street and Alexandria Drive Project – Engineering and Assessment Services – Amendment 1: Debris Removal and Cleaning of Stormwater Structures. 300 Engineering intends to undertake this project on a Lump Sum fee basis.

This project has been divided into the following tasks:

Task	Description
100	Removal of Debris and Cleaning of Drainage Structures in Cairo Lane
200	Cleaning of Drainage Structures in 127 th Street

100 Removal of Debris and Cleaning of Drainage Structures in Cairo Lane

300 Engineering will secure the services of a subconsultant (Envirowaste Services Group, Inc.) to remove and dispose the excess of debris from the ROW along Cairo Lane, locate and uncover drainage structure inlets and clean the drainage structures and manholes to expose the pipe inverts. Below please find maps indicating the structures to be cleaned along Cairo Lane. The City will be responsible for the overall coordination of the project, including definition of schedule,

coordination with business owners, coordination with other City's staff, among others. 300 Engineering will participate in up to one (1) coordination meeting with the City and subconsultant.



Figure 1. Drainage Infrastructure along Cairo Lane – Part 1



Figure 2. Drainage Infrastructure along Cairo Lane – Part 2



Figure 3. Drainage Infrastructure along Cairo Lane – Part 3

300 Engineering will provide staff on site for approximately 3 hours per day during the cleaning of the ROW and drainage infrastructure to assist in the location of inlets, to verify that the subconsultant is on site and to observe the work conducted by the subconsultant is in accordance with the scope of work described herein. 300 Engineering will prepare a weekly summary report

documenting the activities conducted along with photographic records. 300 Engineering will include the dumping tickets provided by the subconsultant in the weekly summary reports. It is estimated that the cleaning efforts of Cairo lane will require 6-8 weeks.

Envirowaste Services Group, Inc will not provide oil contaminated material removal and disposal. This proposal includes up to 500 CY of dirt and debris to be removed, 1300 LF of existing drainage pipeline to be cleaned, 18 existing drainage inlets and manholes and an allowance for tires disposal. Additional debris/dirt removal will be billed on a unit price base and will require revision of the scope and fee and authorization by the City.

Deliverables

The following deliverables will be submitted to the City as part of Task 100:

- Cairo Lane Debris Removal and Cleaning of Drainage Structures Weekly Summary Report

200 Cleaning of Drainage Structures in NW 127th Street

As indicated by the City, the drainage infrastructure along NW 127th Street present oil contaminated materials. 300 Engineering will secure the services of a subconsultant (World Petroleum Corporation) to remove and properly dispose the contaminated material from the drainage structures located in NW 127th Street and expose the inverts of the drainage pipes. Below please find a map indicating the structures to be cleaned along NW 127th Street. The City will be responsible for the overall coordination of the project, including definition of schedule, coordination with business owners, coordination with other City's staff, among others. 300 Engineering will participate in up to one (1) coordination meeting with the City and subconsultant.



Figure 4. Drainage Infrastructure along NW 127th Street

300 Engineering will provide staff on site for approximately 3 hours per day during the cleaning of the drainage infrastructure in 127th Street to observe the work conducted by the subconsultant. 300 Engineering will prepare summary weekly reports documenting the activities conducted along with photographic records. The reports will include the manifest provided by the subconsultant indicating the chain of custody and the final destination of the wastes collected at the project site. Petroleum contaminated water will be treated and disposed at World Petroleum Corporation's site located in Davie, Florida. Petroleum contact sludge will be transported to World Petroleum Corporation site for temporary storage and then will transported to its final destination at the Monarch Hill Waste Management facility in Pompano Beach, Florida.

The subconsultant will provide 300 Engineering with a copy of the signed manifest prior to transportation to the final destination. 300 Engineering will conduct one (1) site visit to the World Petroleum Corporation treatment facility and one (1) site visit to the Waste Management facility mentioned above.

World Petroleum Corporation will be responsible for the chain of custody and final disposal of the contaminated contact water and sludge/solids from the moment of collection of such materials at

NW 127th street. World Petroleum Corporation will collect the petroleum contact water and the petroleum contact sludge/solids. This proposal includes up to 20,000 Gal of contact water and 54,315 Gal of sludge/solids. Additional contaminated material collection and disposal will require revision of the scope and fee and written authorization by the City.

If a plug is required to stop water from the Canal to come into the 127th Street drainage structures, the City will be responsible for its installation.

Deliverables

The following deliverables will be submitted to the City as part of Task 300:

- NW 127th Street Drainage Structures Cleaning Weekly Summary Report

SCHEDULE

The Project Schedule is approximately two (2) months from NTP.

INVOICING

Invoicing will be monthly as per the Contract between 300 Engineering and the City of Opa-Locka. Invoices and all payments made by City of Opa Locka to 300 Engineering, shall be governed by the Florida Prompt Payment Act. As such, 300 Engineering shall receive payments from City of Opa Locka within 20 business days after the request for payment. If there is a dispute as to amount to be paid to 300 Engineering, any disputes between City of Opa-Locka and 300 Engineering, must be resolved within 10 business days..

COMPENSATION

The services described herein will be performed on a fixed lump sum fee basis, as per the Contract between 300 Engineering and the City of Opa-Locka, in the amount shown in Appendix A as CONTRACT GRAND TOTAL. Miles, reproduction, and other reimbursable expenses are to be paid as presented and approved.

ASSUMPTIONS

This Scope of Services is based on the following assumptions:

- All requested information will be made available to 300 Engineering by the City
- When available, the City will provide 300 Engineering with any requested AutoCAD information in electronic format
- This proposal includes up to 500 CY of dirt and debris to be removed in Cairo Lane. Additional debris/dirt removal will be billed on a unit price base and will require revision of the scope & fee and authorization by the City
- Due to the variable volume of debris present at the site on a daily basis, 300 Engineering shall not be responsible for additional debris added to the site after cleaning activities
- The City will be responsible for avoiding illegal dumping at the project site during the cleaning activities

- Debris removal from the NW 127th street ROW is not included. The City already removed the debris on NW 127th street ROW. The work to be conducted at NW 127th street is limited to drainage infrastructure cleaning only
- If a plug is required to stop water from the Canal to come into the 127th Street drainage structures, the City will be responsible for its installation.
- The City's staff will be available to attend meetings and assist 300 Engineering with site work
- 300 Engineering shall not be held liable for the integrity, proper functioning and adequate installation of infrastructure installed by Intercounty Engineering
- 300 Engineering shall not be liable for any malfunction or damage to the City's roadways, water distribution system, drainage system, force main, consumer lines, or other utilities
- All material/debris disposal, contaminated and non-contaminated, is the responsibility of each subconsultant as described herein
- If required, Police surveillance will be provided and paid by the City. This scope of work does not include Police surveillance during cleaning operations
- In consideration of this Project, unrestricted access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures, and shall not divulge to third parties all confidential Data Information obtained from the City of Opa-Locka while performing consulting services, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the City of Opa-Locka. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of 300 Engineering, material that 300 Engineering developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record



"Cairo Lane, 127th Street and Alexandria Drive Project – Engineering and Assessment Services – Amendment 1: Debris Removal and Cleaning of Stormwater Infrastructure"
Fee Schedule

		Principal	Project Manager	Project Engineer	Inspector	Total Hours	Labor	Subtotal	Remarks
Rate, \$/Hr		\$215.00	\$190.00	\$140.00	\$90.00				
Subtask									
100	Removal of Debris and Cleaning of Drainage Structures in Cairo Lane	4	20	60	130	214	\$24,760.00	\$24,760.00	
200	Cleaning of Drainage Structures in 127th Street	4	16	20	24	64	\$8,860.00	\$8,860.00	
	Total (Hours)	8	36	80	154	278			
	Sub-Total Labor Fee							\$33,620.00	
	ODC's (Mileage, Reproduction & Reimbursable)								
	Cleaning of Cairo Lane ROW and Drainage Structures							\$110,675.00	Refer to fee proposal attached
	Cleaning of Drainage in 127th Street							\$120,424.00	Refer to fee proposal attached
	Sub Total ODC's (Mileage, Reproduction & Reimbursable)							\$231,099.00	
	Sub-Total Labor Fee/ODC							\$264,719.00	
	% Utilization	2.88%	12.95%	28.78%	55.40%	100.00%			
	Total (\$)	\$1,720.00	\$6,840.00	\$11,200.00	\$13,860.00			\$264,719.00	



SPECIFIC WORK ORDER
BETWEEN
ENVIROWASTE SERVICES GROUP, INC.
and
300 Engineering Group

The parties to this Specific Work Order are parties to this Professional Services dated November 30, 2020 (the "Agreement"). The parties hereto agree that all of the terms and conditions set forth in the Agreement are in full force and effect and incorporated herein by reference. The terms and conditions of the Agreement shall govern and control over any inconsistent terms or conditions contained in this Specific Work Order except as to the scope of work to be performed and the fees for such work which are set forth herein and which shall control. Capitalized terms used in this Specific Work Order that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

RE: Proposed storm sewer structure cleaning, locating existing inlets and remove debris from R.O.W. on Cairo Lane OpaLocka, FL

	<u>Qty</u>	<u>unit</u>	<u>Unit price</u>	<u>Total</u>
Clean existing inlets and manholes	18	EA	\$250.00	\$4,500.00
Clean existing pipe (0-24")	1300	EA	\$2.25	\$2,925.00
Locate covered inlet (via metal detector)	20	EA	\$500.00	\$10,000.00
Removal of excess dirt from R.O.W. and disposal at County facility	500	CY	\$185.00	\$92,500.00
Additional dirt removal from R.O.W. (over 500 cy)	1	CY	\$185.00	TBD
Allowance (tire disposal)	30	EA	\$25.00	\$750.00
			Total=	\$110,675.00

**This proposal excludes all oil contaminated material removal
All permits and off-duty police are not included in this proposal.**

SERVICE CHARGE: IF ANY PAYMENT DUE HEREUNDER OR PURSUANT TO ANY SPECIFIC WORK ORDER IS NOT RECEIVED BY THE CONSULTANT WITHIN THIRTY (30) DAYS AFTER ITS DUE DATE, A SERVICE CHARGE IN THE AMOUNT OF ONE AND ONE-HALF PERCENT (1.5%) OF THE UNPAID BALANCE WILL BE CHARGED TO THE CLIENT (THE "SERVICE CHARGE"). THE SERVICE CHARGE SHALL BE APPLIED MONTHLY AND ANY PREVIOUSLY UNPAID SERVICE CHARGE WILL BE ADDED TO THE UNPAID BALANCE. The Client hereby authorizes the Consultant to commence the work (commencement date) required under this Specific Work Order on _____. **IN WITNESS WHEREOF**, the parties have duly executed this Specific Work Order as of the day and year first above written.

Client

"CONSULTANT" (**ENVIROWASTE SERVICES GROUP, INC.**)
A Florida Corporation

SIGNATURE

Mike Garcia

NAME / TITLE

Operations
TITLE

DATED

11/30/2020 rev. 1/14/21
DATED





WORLD PETROLEUM CORP
PO BOX 291197
DAVIE FL 33329
P: 954-327-0724 F: 954-327-0755

Proposal Submitted To: 300 Engineering Group, P.A.

Phone: 305-602-4602

Date: 05/05/2021

Fax:

Street: 2222 Ponce de Leon Blvd, Suite 300

Job Name: Storm Drain Cleaning

City, State, and Zip Code: Coral Gables, FL 33134

Job Location: NW 127th St

Attention: Ms. Ana C Dvorak

Email: acdvorak@300engineering.com

WORLD PETROLEUM CORP IS PLEASED TO SUBMIT OUR PROPOSAL FOR THE LABOR, EQUIPMENT, AND TRANSPORTATION REQUIRED TO CLEAN MULTIPLE STORM DRAINS AT THE ABOVE REFERENCED SITE.

THIS WORK AS ITEMIZED BELOW:

	<u>UNIT</u>	<u>TOTAL</u>
ITEM #1: VACTOR TRUCK #1 WITH OPERATOR: @ \$180.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$10,800.00
ITEM #2: VACTOR TRUCK #2 WITH OPERATOR: @ \$180.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$10,800.00
ITEM #3: TRACTOR TRAILER #1 WITH OPERATOR: @ \$105.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$6,300.00
ITEM #4: TRACTOR TRAILER #2 WITH OPERATOR: @ \$105.00/HR (4 HR MINIMUM) PORTAL TO PORTAL	60 HR	\$6,300.00
ITEM #5: CERTIFIED FIELD TECHNICIAN: @ \$65.00/HR	60 HR	\$3,900.00
ITEM #6: DISPOSAL OF PETROLEUM CONTACT WATER AT @ \$0.36 PER GALLON:	(WORSE CASE SCENARIO 20,000 GL)	\$7,200.00
ITEM #7: DISPOSAL OF PETROLEUM CONTACT SLUDGE/SOLIDS AT @ \$1.50 PER GALLON:	(WORSE CASE SCENARIO 54,316 GL)	\$81,474.00
ESTIMATED TOTAL		\$120,424.00

Business hours are Monday through Friday 7:00am-5:00pm.

The customer will be responsible for locating the drains before the start of the project. The customer will be responsible for moving any vehicles that obstruct the drains. Petroleum contact water and sludge refers to product that has made contact with oil, lubricants, or fuels. World Petroleum is licensed and permitted to transport and dispose of petroleum contact water and sludge. If there is a large quantity of water in the drain system, the customer will be responsible for directing World Petroleum where to dispose of the water. If personnel or equipment is no longer necessary onsite, the customer will not be billed. If the scope of work exceeds or undermines the estimated total, the bill will be adjusted and verified by the customer. World Petroleum will provide the customer with proper disposal documents upon completion.

PLEASE NOTE:

IF CIRCUMSTANCES BEYOND THE CONTROL OF WORLD PETROLEUM CORP REQUIRE DIFFERENT AND ADDITIONAL LABOR NOT INCLUDED ABOVE, THE CLIENT WILL BE CHARGED AT THE QUOTED HOURLY RATE.

A SIGNED PROPOSAL (HARD COPY) AND PURCHASE ORDER (HARD COPY) ARE REQUIRED PRIOR TO INITIATING THE WORK.

IF MATERIALS ARE CHARACTERIZED TO BE "HAZARDOUS," AMOUNT DUE WILL BE ADJUSTED ACCORDINGLY.

~~IF PAYMENT IS ENFORCED VIA A LIEN, ALL ASSOCIATED COST WILL BE THE RESPONSIBILITY OF 300 ENGINEERING GROUP, P.A.~~

Project will follow the terms and
conditions included in the
SUBCONSULTANT AGREEMENT

We Propose hereby to furnish material, labor and complete project in accordance with above specifications.

PAYMENT DUE NET 30 DAYS FROM RECEIVING INVOICE

~~All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. "A service charge equal to the maximum legal interest allowed by law will be charged on all accounts with balances that are past due, in the event World Petroleum Corporation has to retain an attorney to recover any sum that may be due under this agreement or order, then in such event, the customer shall reimburse World Petroleum Corporation, for all fees incurred together with all costs of litigation and other expenses incurred in connection with said collection." Please be advised that World Petroleum Corporation invoicing will only reflect actual quantities removed and the work performed. All agreements contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation.~~

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Project will follow the terms and conditions included in the SUBCONSULTANT AGREEMENT

~~**Acceptance of Proposal,** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.~~

SIGNATURE AUTHORIZATION:

_____ Date _____
WORLD PETROLEUM

_____ Date _____
300 ENGINEERING GROUP, P.A.

**PROJECT AGREEMENT
FOR DESIGN SERVICES
BETWEEN
THE CITY OF
OPA-LOCKA AND
300 ENGINEERING GROUP P.A.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this 1st day of March, 2021 between the **CITY OF OPA-LOCKA, FLORIDA**, a Florida Municipal Corporation with its principal offices located at **780 Fisherman Street, 4th Floor. Op-locka FL. 33054** (the "City"), and **300 ENGINEERING GROUP P.A.** (the "Consultant"), a Florida corporation authorized to conduct business in the State of Florida, with principal offices located at **2222 Ponce de Leon Blvd. Suite 300. Coral Gables, Florida 33134.**

WITNESSED:

WHEREAS, on June 10, 2020, the City approved a pool of Qualified Firms to provide Architectural and Engineering Consulting Services to the City on an as needed basis pursuant to RFQ# 20-0324200 Library of Miscellaneous Professional Consultants; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Civil Engineering, Landscape Architectural, Structural Engineering and Traffic Engineering Services and has executed a Continuing Services Agreement; and

WHEREAS, the Consultant has been selected by the City to provide Engineering Consulting Design Services (known as the "Project", the "Services" or the "Scope of Services") to the assessment and evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project, including the verification of the design proposed by the previous Contractor, and to develop basis design for the completion of the stormwater, force main, water system, and roadway improvement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") between the parties), including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**; and

1.3 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.4 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. **THE WORK**

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services and accepted by the City.

3. **PERIOD OF SERVICE**

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. **COMPENSATION**

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of **One Hundred Fifty-Nine Thousand Two Hundred Ninety-Six Dollars (\$159,296.00)** specified in the Scope of Services request accepted by the City.

5. **PAYMENTS**

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment "A". The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2 The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. DEFAULT:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. ANTI-LOBBYING/NO CONTINGENT FEE:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. **BINDING EFFECT:**

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. **AMENDMENTS AND MODIFICATION:**

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. **MERGER: AMENDMENT:**

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. **NONASSIGNABILITY:**

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. **NOTICES:**

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

300 Engineering Group P.A.

2222 Ponce de Leon Blvd.

Suite 300

Coral Gables, FL 33134

FOR CITY:

City of Opa-Locka

John Pate, City Manager

780 Fisherman Street

Opa-Locka, FL 33054

WITH COPY TO:

Burnadette Norris-Weeks, P.A.

City Attorney

401 North Avenue of the Arts

(NW 7th Avenue)

Fort Lauderdale, FL 33311

Telephone: 954-768-9770

Facsimile: 954-768-9790

15. SEVERABILITY; WAIVER:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Scrutinized Companies

16.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

16.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

16.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

16.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

17. OTHER PROVISIONS:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

17.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

17.4 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts,

pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

17.5 Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement or in the event of termination by either party, any reports, photographs, surveys and other data and documents and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

17.6 Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

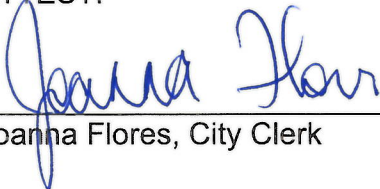
IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 953-2821, OR BY MAIL: CITY OF OPA-LOCKA - CITY CLERK'S OFFICE, 780 FISHERMAN STREET, 4TH FLOOR. OPA-LOCKA FL 33054.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

FOR CITY:

CITY OF OPA-LOCKA

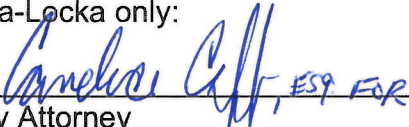
ATTEST:


Joanna Flores, City Clerk

By: 
John Fata
City Manager

Dated: 07/07/2021

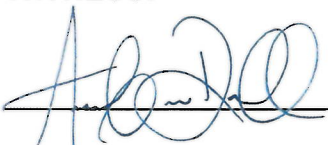
Approved as to form and legal sufficiency
for the use of and reliance by the City of
Opa-Locka only:

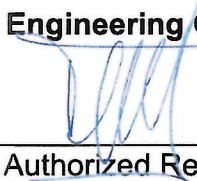

City Attorney
Burnadette Norris-Weeks, PA

FOR CONSULTANT:

300 Engineering Group P.A.

WITNESS:


Ana Dvorak
Print Name

By: 
Authorized Representative
Franklin A. Torrealba, PE / Director
Print Name

06/10/2021
Date

Corporate Seal:



ATTACHMENT "A"

Consultant Scope of Work and **Fee Proposal dated August 24, 2020** to provide engineering consulting design services for **the assessment and evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project, including the verification of the design proposed by the previous Contractor, and to develop basis design for the completion of the stormwater, force main, water system, and roadway improvement for the amount of one hundred fifty nine thousand two hundred ninety six dollars (\$159,296.00)**

City of Opa-Locka

RFQ 20-0324200

**Cairo Lane, 127th Street and Alexandria Drive Project –
Engineering and Assessment Services**

SCOPE OF WORK

August 24, 2020

Prepared for:

City of Opa-Locka Public Works Department

Attn: Airia Austin
Public Works and CIP Director
City of Opa Locka
780 Fisherman Street
Opa-locka, FL 33054



Prepared by:

300 Engineering Group, P.A.

3850 Bird Road, Suite 601
Miami, Florida 33146



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City of Opa-Locka

RFQ 20-0324200

Cairo Lane, NW 127th Street and Alexandria Drive Project – Engineering and Assessment Services

SCOPE OF WORK

INTRODUCTION

The City of Opa-Locka (City) owns, operates and maintains a water distribution system, a wastewater collection & transmission system and a stormwater management system within its service area. Cairo Lane, NW 127th Street and Alexandria Drive are within an industrial area located in the south west portion of the City, south of NW 135th Street and east of the Douglas/Le Jeune Road Connector. The project area was once part of a 50-acre lake fill known as Milton's Dump that operated from 1966 to 1981.

In 2015, the City issued the Request for Proposal (RFP) No: 15-2904100 to conduct improvements to the water, wastewater, stormwater systems and roadway reconstruction at Cairo Lane, NW 127th Street and sections of Alexandria Drive. The project seeks to address the non-existing drainage system in the area and provide for improved roadway conditions.

The project was procured as a Design-Build project and the contract was awarded to Intercounty Engineering Inc. on May 13, 2015. Based on the design plans provide by the City on July 1, 2020, the project included the following:

Cairo Lane, from the NW 127th Street Canal to NW 135th Street:

- Installation of a new 3-Inch HDPE force main (FM), thirty-four (34) service connections to the property line for the connection of privately owned grinder pump stations and interconnection with an existing force main along NW 135th Street. Grinder pumps stations shall be designed and installed by the property owners
- Installation of new drainage system, including twenty (20) catch basins, trunk drainage piping, nutrient removal treatment system at the south end of Cairo Lane and outfall to discharge to the 127th street canal
- Installation of a new section of 12-Inch PVC water main
- Roadway reconstruction

NW 127th Street, from Cairo Lane to NW 32nd Avenue:

- Installation of new drainage system, including thirteen (13) catch basins and trunk drainage piping
- Installation of a new 12-Inch PVC water main and five (5) fire hydrants
- Roadway reconstruction

Alexandria Drive, from NW 127th Street to approximately NW 131st Street:

- Installation of a new 3-Inch HDPE FM and service connections to the property line for the connection of privately owned grinder pump stations. Grinder pumps stations shall be designed and installed by the property owners
- Installation of a new section of 12-Inch PVC water main

The construction began in February 2016 and due to financial constraints and unforeseen conditions the construction was stopped in July 2019. Based on progress reports provided by the City on July 1st, 2020 and a site visit conducted with the City on July 10th, 2020, the following infrastructure was installed:

- 3-Inch HDPE FM along Cairo Lane and five (5) service connections, not including the NW 135th Street crossing and connection to the existing force main
- South section of the trunk drainage pipe along Cairo Lane (up to catch basin 10), eighteen (18) catch basins and the stormwater treatment structure (without the filters)
- 12-Inch PVC water main section along Cairo Lane
- Trunk drainage line along NW 127th Street and thirteen (13) catch basins
- 12-Inch PVC water main along NW 127th Street and four (4) fire hydrants
- 3-Inch HDPE FM along Alexandria Drive and six (6) service connections
- 12-Inch PVC water main section along Alexandria Drive

Per the City, the construction progress has been summarized in the following figures and tables:



Figure 1. Cairo Lane Project



Figure 2. NW 127th Street Project



Figure 3. Alexandria Drive Project

Table 1. Stormwater Improvements Status per the City

Road	Estimated LF of Stormwater Trunk		Number of Stormwater Catch Basins	
	Installed	Pending	Installed	Pending
Cairo Ln	1,226	1,546	18	2
NW 127 th St	1,987	-	13	-

Table 2. Force Main Improvements Status per the City

Road	Estimated LF of Force Main		Laterals	
	Installed	Pending	Installed	Pending
Cairo Ln	2,449	165	5	29
Alexandria Dr	967	-	6	5

Table 3. Water Distribution Improvements Status per the City

Road	Estimated LF of Water Main Installed	Number of new FH in the design
Cairo Ln	715	2
NW 127 th St	1,680	5
Alexandria Dr	275	-

Table 4. Roadway Reconstruction Status per the City

Road	Estimated LF of Pending Roadway Reconstruction
Cairo Ln	2,640
NW 127 th St	2,071

The City has selected 300 Engineering Group, P.A. (300 Engineering) as a professional firm to provide engineering services for the assessment and evaluation of the Cairo Lane, NW 127th Street & Alexandria Drive Project, including the verification of the design proposed by the previous Contractor, and to develop basis of design for the completion of the stormwater, force main, water system, and roadway improvements.

DESCRIPTION OF SERVICES

300 Engineering is hereby presenting a scope of services to provide the City with Cairo Lane, NW 127th Street and Alexandria Drive Project – Engineering and Assessment Services. 300 Engineering intends to undertake this project on a Lump Sum fee basis.

This project has been divided into the following tasks:

Task	Description
100	Project Management
200	Site Investigation
300	Stormwater System Assessment and Development of Basis of Design
400	Force Main System Assessment and Development of Basis of Design
500	Fire Hydrants & Water Valves Assessment and Development of Basis of Design
600	Roadway Reconstruction Assessment and Development of Basis of Design

100 Project Management

300 Engineering will provide project management services for the duration of the project. These services will include the following:

a. Kick-off and Coordination Meetings

- Prepare for and attend to the project kickoff meeting to be held at the City's offices or via teleconference with representatives from the City. The purpose of this meeting is to confirm project objectives, review project timeline, define roles & responsibilities, and discuss communication plan
- Prepare for and attend to the project monthly coordination meetings. 300 Engineering staff will attend these meetings in person at the City's facilities or by teleconference. For the purpose of estimating the level of effort associated with this activity, three (3) coordination meetings have been budgeted
- For each meeting conducted under this project, 300 Engineering will prepare an agenda and meeting minutes

b. Project Progress Reports

300 Engineering will prepare monthly progress reports that will be issued to the City along with the monthly invoices. Monthly progress reports will include: overall status of the project, work performed during the work period, estimated completion of tasks and major sub-tasks, and current challenges/issues.

Deliverables

The following deliverables will be submitted to the City as part of Task 100:

- Meeting agendas and minutes (One (1) kick-off meeting and three (3) coordination meetings)
- Monthly progress reports (Four (4) monthly progress reports)

200 Site Investigation

As part of the verification of the previous project design, 300 Engineering will provide site investigation services, that will include field visits to identify and assess the conditions of installed infrastructure, such as valves, catch basins, grate inlets, fire hydrants, manholes; and identification of possible utility conflicts and identification of deviations from the original design plans.

300 Engineering will identify utilities through coordination with Sunshine 811 for the extent of the project. Based on the information provided in this design ticket, 300 Engineering will request as-built data from utilities identified in the area, if needed.

300 Engineering will also include topographic survey and geotechnical investigations under Task 200.

The City shall clear the project area of debris and garbage and uncover buried structures before the execution of field investigation activities. This will be necessary to locate and assess existing infrastructure. All the deliverables described in this scope of work are contingent upon the City removing debris and clearing the project site.

210 Topographic Survey

300 Engineering shall contract the services of a licensed State of Florida Surveyor to conduct a topographic survey of the project site (Cairo Lane and 127th Street). The topographic survey will include elevations, easements, right of way limits, edges of pavement, visible utilities, and other surface features.

The licensed State of Florida Surveyor will investigate records and deeds of the Right of Way (ROW) strips and of abutting properties for determining ROW width on Cairo Lane and NW 127th Street and compare records with any field evidence. For ROW establishment, the survey will use as reference the Route Topographic Survey (Cairo Ln.) and Specific Purpose Survey (NW 127 St) provided by the City and prepared by Premiere Design Solutions (PDS), dated 08/15/2014 and signed in 11/10/2014 by Fernando Fernandez, PLS.

The survey will locate all the existing aboveground improvements and occupational evidences within the ROW. The survey will also establish vertical control run level loop from official benchmarks and set project TBM's, take spot elevations at high and low points, cross-sections at every 100 feet, elevations on top of utilities and determine invert elevations for any existing drainage and gravity sewer system, including pipe size, directions and materials to the extent possible. The survey will also determine approximate height above grade for overhead cables and wires.

In addition, and as requested by the City, the topographic survey will include underground utility location at three (3) locations:

- Intersection of Cairo Lane and NW 135th St
- TMR's crossing conduit for future use on Cairo Lane
- Crossing concrete conduit on Cairo Lane by TMR's scale

220 Geotechnical Investigation

300 Engineering shall contract the services of a Professional Geotechnical Engineer to perform Standard Penetration Test (SPT) borings at the project site in accordance with the American Society of Testing Materials (ASTM) D-1586. A total of twelve (12) soil borings are estimated,

which shall be spaced at maximum of 500 feet. Excavation clearances shall also be provided under this task.

The geotechnical investigation will provide information on the quality of the soils in the area for pipeline installation (along Cairo Lane) and for the roadway reconstruction along Cairo Lane and 127th Street.

Deliverables

The following deliverables will be submitted to the City as part of Task 200:

- Field Assessment Report. One (1) electronic copy
- Topographic Survey. One (1) signed and sealed electronic copy
- Geotechnical Report. One (1) signed and sealed electronic copy

300 Stormwater System Assessment and Development of Basis of Design

300 Engineering will conduct an assessment of the stormwater system. This assessment will include the following activities:

- Evaluate the design parameters defined by Intercounty Engineering in the response to the RFP No: 15-2940110 “Cairo Lane and NW 127th Street Roadway, Drainage, Water, and Wastewater Improvements” dated May 1st, 2015
- Assess the built infrastructure (visible structures such as catch basins, grate inlets, manholes) and identify deviations from the original design along Cairo Lane and NW 127th Street
- Evaluate the designed system capacity to handle the stormwater runoff generated at the project site and the discharge to the NW 127th Street Canal
- Evaluate the capacity and adequacy of the stormwater treatment system installed by Intercounty Engineering at Cairo Lane
- Evaluate the need for a stormwater pump station for the discharge of the treated runoff
- Identification of permitting requirements for the completion of the stormwater system improvements

Based on the assessment results, 300 Engineering will prepare a Basis of Design Technical Memorandum that will include the design criteria to be used to complete the stormwater system improvements in Cairo Lane and NW 127th Street. This assessment may result in the use of already installed infrastructure or the need of a complete redesign and construction of new infrastructure.

Deliverables

The following deliverables will be submitted to the City as part of Task 300:

- Draft Stormwater System Basis of Design Technical Memorandum. One (1) electronic copy
- Final Stormwater System Basis of Design Technical Memorandum. One (1) signed and sealed electronic copy

400 Force Main System Assessment and Development of Basis of Design

300 Engineering will conduct an assessment of the force main system. This assessment will include the following activities:

- Evaluate the design parameters defined by Intercounty Engineering in the response to the RFP No: 15-2940110 “Cairo Lane and NW 127th Street Roadway, Drainage, Water, and Wastewater Improvements” dated May 1st, 2015. 300 Engineering will not provide alternatives evaluation for the sanitary sewer system since the City indicated that a force main system is the preferred alternative due to the contaminated soils in the project area
- Assess the built infrastructure (visible infrastructure such as valves and service connections) and identify deviations from the design developed by Intercounty Engineering as indicated in the design plans provided by the City on July 1st, 2020
- Estimation of the pressure at the point of connection (POC) with the existing force main at NW 135th Street. The estimation of the pressure at the POC will be conducted based on the data available at the Miami-Dade County Regulatory and Economic Resources’ (RER) database for the connected pump stations, as reported by the City
- Verify the required number of service connections along Cairo Lane and Alexandria Drive
- Identify the location of installed service connections along Cairo Lane and Alexandria Drive
- Define the installation method for the pending service connections along Cairo Lane and Alexandria Drive
- Define the installation method for the pending force main section crossing NW 135th Street and the connection to the exiting force main along NW 135th Street
- Identification of permitting requirements for the completion of the force main system improvements

Based on the assessment results, 300 Engineering will prepare a Basis of Design Technical Memorandum that will include the design criteria to be used to complete the force main system improvements in Cairo Lane and Alexandria Drive. This assessment may result in the use of already installed infrastructure or the need of a complete redesign and construction of new infrastructure.

Deliverables

The following deliverables will be submitted to the City as part of Task 400:

- Draft Force Main System Basis of Design Technical Memorandum. One (1) electronic copy
- Final Force Main System Basis of Design Technical Memorandum. One (1) signed and sealed electronic copy

500 Fire Hydrants & Water Valves Assessment and Development of Basis of Design

300 Engineering will conduct an assessment of the fire hydrants and water system valves. This assessment will include the following activities:

- Evaluate the design parameters defined by Intercounty Engineering in the response to the RFP No: 15-2940110 “Cairo Lane and NW 127th Street Roadway, Drainage, Water, and Wastewater Improvements” dated May 1st, 2015

- Assess the built infrastructure (visible structures such as valves, fire hydrants, and meters) and identify deviations from the original design
- Verify fire protection coverage as per Miami-Dade Fire Department requirements
- Define possible locations of missing fire hydrants
- Define if adjustments are required for installed fire hydrants
- Identify valves for the interconnection of the existing water main, new water main and abandoned lines adjacent to 13070 Cairo Lane. This activity shall be executed with the assistance of the City's Public Works Department

Based on the assessment results, 300 Engineering will prepare a Basis of Design Technical Memorandum that will include the design criteria to be used to complete the installation of fire hydrants and water system valves along Cairo Lane and NW 127th Street. This assessment may result in the use of already installed infrastructure or the need of a complete redesign and construction of new infrastructure.

Deliverables

The following deliverables will be submitted to the City as part of Task 500:

- Draft Fire Hydrants and Water Valves Assessment Basis of Design Technical Memorandum. One (1) electronic copy
- Final Fire Hydrants and Water Valves Assessment Basis of Design Technical Memorandum. One (1) signed and sealed electronic copy

600 Roadway Reconstruction Assessment and Development of Basis of Design

300 Engineering will conduct an assessment of the roadway reconstruction. This assessment will include the following activities:

- Evaluate the design parameters defined by Intercounty Engineering in the response to the RFP No: 15-2940110 "Cairo Lane and NW 127th Street Roadway, Drainage, Water, and Wastewater Improvements" dated May 1st, 2015
- Evaluate the suitability of soils & fill materials, along Cairo Lane and NW 127th Street
- Verify the applicability of the design criteria, as defined by Intercounty Engineering in the response to the RFP No: 15-2940110 "Cairo Lane and NW 127th Street Roadway, Drainage, Water, and Wastewater Improvements" dated May 1st, 2015, of the roadway based on current road conditions along Cairo Lane and NW 127th Street
- Define the best construction method for the installation of concrete pavement that will allow minimum disruption to the traffic in the area
- Evaluation of the design proposed by Intercounty Engineering for the opening of the median at NW 32nd Ave, as indicated in the design drawings provided by the City on July 1st, 2020
- Identification of permitting requirements for the completion of the roadway improvements

Based on the assessment results, 300 Engineering will prepare a Basis of Design Technical Memorandum that will include the design criteria to be used for the roadway reconstruction of Cairo Lane and NW 127th Street. This assessment may result in the use of already installed infrastructure or the need of a complete redesign and construction of new infrastructure.

Deliverables

The following deliverables will be submitted to the City as part of Task 600:

- Draft Roadway Reconstruction Basis of Design Technical Memorandum. One (1) electronic copy
- Final Roadway Reconstruction Basis Design Technical Memorandum. One (1) signed and sealed electronic copy

SCHEDULE

The Project Schedule is approximately four (4) months from NTP.

INVOICING

Invoicing will be monthly as per the Contract between 300 Engineering and the City of Opa-Locka. Invoices shall be paid within thirty (30) days of invoice receipt.

COMPENSATION

The services described herein will be performed on a fixed lump sum fee basis, as per the Contract between 300 Engineering and the City of Opa-Locka, in the amount shown in Appendix A as CONTRACT GRAND TOTAL. Miles, reproduction, and other reimbursable expenses are to be paid as presented and approved.

ASSUMPTIONS

This Scope of Services is based on the following assumptions:

- All requested information will be made available to 300 Engineering by the City
- When available, the City will provide 300 Engineering with any requested AutoCAD information in electronic format
- The City's staff will be available to attend meetings and assist 300 Engineering with site visits
- City of Opa-Locka's police might be required to accompany 300 Engineering's staff and its subconsultants during site investigation activities. The cost of the police officers must be paid by the City
- The City shall clear the project area of debris and garbage and uncover buried structures before the execution of field investigation activities. This will be necessary to locate and assess existing infrastructure. All the deliverables described in this scope of work are contingent upon the City removing debris and clearing the project site
- The assessments and basis of designs developed under this scope of work may result in the use of already installed infrastructure or the need of a complete redesign and construction of new infrastructure
- For ROW establishment, the topographic survey will use as reference the Route Topographic Survey (Cairo Ln.) and Specific Purpose Survey (NW 127 St) provided by the City and prepared by Premiere Design Solutions (PDS), dated 08/15/2014 and signed in 11/10/2014 by Fernando Fernandez, PLS.

- The City shall provide 300 Engineering with the as-builts of the infrastructure in Alexandria Drive. Per the City, the as-builts of Alexandria Drive are currently under development by others and will be provided to 300 Engineering before the completion of this assessment (Task 1). Thus, survey of Alexandria Drive is not included in this project (Task 1).
- 300 Engineering will assist in the location of water valves in coordination with the Public Works Department's staff. 300 Engineering shall not operate valves as this will be the responsibility of the City's staff
- 300 Engineering will not provide alternatives evaluation for the sanitary sewer system since the City indicated that a force main system is the preferred alternative due to the contaminated soils in the project area
- The estimation of the pressure at the point of connection (POC) of the force main will be conducted based on the data available at the Miami-Dade County Regulatory and Economic Resources' (RER) database for the connected pump stations, as reported by the City. This information shall be provided by the City
- 300 Engineering shall not be responsible for any delays in the project caused by response times from the City and/or utility owners
- Design services are not included in this scope of work
- 300 Engineering shall not be held liable for the integrity, proper functioning and adequate installation of infrastructure installed by Intercounty Engineering
- The evaluation of the integrity of installed pipelines would require cleaning of such pipelines. Pipeline cleaning and evaluation shall be conducted by the City and is not included in this scope of work
- 300 Engineering shall not be liable for any malfunction or damage to the City's roadways, water distribution system, drainage system, force main, and/or consumer lines
- The City shall provide 300 Engineering with the contact information of the property owners within the project site
- The City shall provide 300 Engineering with the contact information, if available, of utility owners that were involved during the Design-Build project conducted by Intercounty Engineering
- In consideration of this Project, unrestricted access to data and information sources is made available to 300 Engineering. 300 Engineering shall comply fully with all security procedures, and shall not divulge to third parties all confidential Data Information obtained from the City of Opa-Locka while performing consulting services, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the City of Opa-Locka. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of 300 Engineering, material that 300 Engineering developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record



"Cairo Lane, NW 127th Street and Alexandria Drive Project – Engineering and Assessment Services"
Fee Schedule

Notes:

1. Detailed proposal from the Professional Land Surveyor is included in this Appendix
2. Detailed proposal from the Professional Geotechnical Engineer is included in this Appendix



August 21, 2020

Ms. Ana C Dvorak, ENV SP.
300 ENGINEERING GROUP, P.A.
3850 Bird Road, Suite 601 Miami, Florida 33146
OFF: 305-602-4602 | **TEL:** 786-781-2689 | **FAX:** 305-675-2373
via email to: acdvorak@300engineering.com

RE: REVISED PROPOSAL FOR ROUTE TOPOGRAPHIC AND AS-BUILT SURVEY

Dear Ana,

Based on our previous conversation and on our understanding of the requirements, Bello and Bello (BB) is pleased to present the attached proposal for your consideration and acceptance.

Upon approval, please return a signed copy of this proposal to us. The work will be performed by fully insured personnel and under the supervision of a Florida registered Professional Land Surveyor and Mapper. Certificates of Insurance will be provided upon request.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Should you have any questions do not hesitate to contact us.

Very Truly Yours,

Odalys C. Bello, PSM
President

LAND SURVEYING AND MAPPING SCIENCES

12230 SW 131 Avenue, Suite 201 - Miami, Florida 33186 - Ph: 305.251.9606
www.bellolandsurveying.com



PROJECT NAME:

- Opa-locka – Cairo Lane ROW Improvements

PROJECT LOCATION (Reference)

- Address: 13200 Cairo Lane, Opa-locka, FL 33054
- Folio: 08-2128-003-0540
- Legal Description: Section 28-52-41 Miami-Dade Co. FL

PROJECT SIZE

- +/- 2,640' LF along Cairo Lane
- +/- 2,056' LF along N.W. 127th Street
- Total: +/- 4696 LF

SCOPE OF SERVICES

Task # 1 Route Topographic Survey to include:

- Sub Task #1.1: Investigate records and deeds of the R/W strips and of abutting properties for determining ROW width on Cairo Lane and NW 127th Street. Compare records with any field evidence.
For ROW (s) establishment this firm will use as reference the Route Topographic Survey (Cairo Ln.) and Specific Purpose Survey (NW 127 St) provided by City prepared by Premiere Design Solutions (PDS), dated 08/15/2014 and 11/10/2014 signed by Fernando Fernandez, PLS.
- Sub Task # 1.3: Location and survey all the existing aboveground improvements and occupational evidences. location of all improvements within R/W
- Task # 1.4: Establish Vertical Control run level loop from official benchmarks and set project TBM's, take spot elevations at high and low points, take cross-sections at every 100 ft., elevations on top of utilities and determine **invert elevations for any existing drainage and gravity sewer system, determine pipe size, directions and materials to the extent possible.** Determine approximate height above grade for overhead cables and wires. Note that cleaning of the structures might be necessary.

Task # 2 SUE (Underground Utility Location):

Bello & Bello will perform SUE (Subsurface Utility Engineering) Quality Level "A" Utility Designation including softdigs accordance with the American Society of Civil Engineers ASCE CI-38-02.

Area subject to SUE will be the following:

1. Intersection of Cairo Lane and NW 135th St. This section Does require the underground utility location for the force main tie-in.
2. TMR's crossing conduit for future use on Cairo Lane.
3. Crossing concrete conduit on Cairo Lane by TMR's scale.

LAND SURVEYING AND MAPPING SCIENCES

12230 SW 131 Avenue, Suite 201 - Miami, Florida 33186 - Ph: 305.251.9606
www.bellolandsurveying.com



Softdigs Steps

- Sub Task # 2.1: Performing Vac Truck Softdigs and restauration are time consuming activities that will partially block the right of ways and require special MOT. Bello & Bello will design and perform Temporary Traffic Control (TTC/MOT) plan as required for work within non FDOT right of way(s) in compliance with FDOT policies and applicable MUTCD - Index 600.
- Sub Task # 2.2: Prior to the excavations, B&B will generate a coordinate sheet for proposed excavation based on WASD's instructions. A Survey field crew will mark the area with white paint – tolerance of approximately 5 feet around the proposed location. The SUE Designation crew will perform Ground Penetrating Radar (GPR) designation survey to accurately identify the utility and pinpoint the location in order to avoid wrongful excavation. The vacuum truck crew will do the actual excavation and the survey crew will take the required information: horizontal coordinates, grade elevation on top, elevation of top of pipe, determining pipe size/material and confirm the type of utility. Upon completion of site survey area will be restored to its original condition.
- Sub Task 2.3: SUE data processing. Comparing findings with data depicting on the Topographic Survey, updating the survey accordingly, preparing the Utility Map and the Certified Softdigs Report.

PROVISIONS

Horizontally: Georeferenced to Florida State Plane Coordinate System, NAD'83/2011 adjustment.

Vertically: Elevations will be referenced to NGVD'29.

Completion time depends on weather conditions, however we estimate 60 business days

DELIVERABLES

Six (6) certified copies of each survey prepared in compliance with Miami-Dade County survey standards and the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in applicable provisions of Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. A pdf copy and a drawing file in AutoCAD Civil3D 2018 or earlier version.

SUE Certified Utility Report and Mapping: One (1) certified sketch with depiction of softdigs (including horizontal coordinates, grade elevations and utility information as determined in the field).

FEES

Task # 1: \$ 36 000.00 Lump Sum

Task # 2: \$ 1250.00 per soft Dig

THIS AGREEMENT IS HEREBY ACKNOWLEDGED AND ACCEPTED. I understand and agree that by signing below I APPROVE AND ACCEPT this proposal as a legal binding contract.

By: _____ Date: _____

Signature: _____ Title: _____

LAND SURVEYING AND MAPPING SCIENCES

12230 SW 131 Avenue, Suite 201 - Miami, Florida 33186 - Ph: 305.251.9606

www.bellolandsurveying.com

GFA International, Inc.

Florida's Leading Engineering Source

Ms. Ana C Dvorak
300 Engineering Group, P.A.
3850 Bird Road, Suite 601
Miami, FL 33146
Phone: (305) 602-4602
Email: acdvorak@300engineering.com

Proposal for Geotechnical Exploration

Opa-Locka Cairo Lane Project
Along Cairo Lane & 127th Street, Opa-Locka, FL

Proposal No. 20-1931.00
July 31, 2020



**A Universal
Engineering
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Company**





A Universal Engineering Sciences Company

Geotechnical Engineering | Construction Materials Testing and Inspections
Building Code Compliance | Environmental, Health & Safety | Facilities Consulting

LOCATIONS

Atlanta, GA	Hagerstown, MD	Pensacola, FL
Buford, GA	Irvine, CA	Port St. Lucie, FL
Chantilly, VA	Jacksonville, FL	Reno, NV
Charlotte, NC	Kennesaw, GA	Rockledge, FL
Clewiston, FL	Las Vegas, NV	Sarasota, FL
Daytona, FL	Miami, FL	St. Petersburg, FL
Delray Beach, FL	Ocala, FL	Tampa, FL
Douglasville, GA	Orlando, FL	Tifton, GA
Fort Myers, FL	Palm Coast, FL	West Palm Beach, FL
Fort Pierce, FL	Panama City, FL	
Gainesville, FL	Pelham, AL	

July 31, 2020

Ms. Ana C Dvorak
300 Engineering Group, P.A.
3850 Bird Road, Suite 601
Miami, FL 33146
Phone: (305) 602-4602
Email: acdvorak@300engineering.com

**RE: Proposal for Geotechnical Exploration
Opa-Locka Cairo Lane Project
Along Cairo Lane & 127th Street, Opa-Locka, FL
Proposal No. 20-1931.00**

Dear Ms. Dvorak:

GFA International, Inc. (GFA) appreciates the opportunity to become a part of your project team. Our team of professionals are dedicated to making this project a success, both on schedule and within budget. We are proud of our commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration.

PROJECT INFORMATION

It is GFA's understanding that this project is to consist of stormwater, roadway improvements, and force main installation along Cairo Lane and 127th street in Opa-Locka, FL.

GEOTECHNICAL EXPLORATION

Exploration is to consist of twelve (12) Standard Penetration Test (SPT) borings within the proposed structure for this geotechnical study. The borings will be completed with a truck or track-mounted drilling equipment. The depths are needed to evaluate the nature of the subsurface soils and general subsurface conditions for the proposed development. The borings will be performed to depths of 15 feet below grade.

Underground utility clearance will be required prior to commencing the drilling of the SPT borings. Therefore, GFA will contact "Sunshine One-Call" Service to obtain underground public utility clearance. We request to be notified of the location of any existing private underground utilities and/or structures in the exploratory area prior to our field work. We will not be responsible for private and/or public underground utilities and/or structures not identified to our field crews. We have assumed that our field work can be performed during normal business hours.

GFA will subcontract the performance of the Maintenance of Traffic (MOT) and the preparation of a MOT plan. These items will be needed for GFA to perform borings within the roadways as requested. Right of Way (ROW) and MOT permits will be responsibility of the client.

PURPOSE

The purpose of the services on this project is to explore the subsurface soil/rock conditions and provide roadway and pavement recommendations, including soil engineering parameters, soil parameters, soil classification, anticipated settlements, allowable bearing capacity, fill materials and compaction requirement to be used in evaluation of the site for the proposed construction.

PROPOSED SCOPE OF SERVICES

The geotechnical exploration and report shall include the following at a minimum:

- Perform twelve (12) standard penetration test (SPT) borings. The borings will be completed to depths of 15 feet below existing grade, utilizing a truck or track-mounted drilling equipment. The SPT borings will be used as an investigative tool.
- Two (2) days of Maintenance of Traffic (MOT) and MOT plan for the borings to be performed on the roadways.
- A software-generated and plotted log of each boring will be prepared.
- Prepare a site plan showing the approximate test locations.
- Summarize the activities on this project in the form of a Geotechnical Report which will include test procedures used, data collected, evaluation of subsurface soil conditions, and engineering recommendations for the proposed construction.
- Provide recommended site preparation procedures and imported fill requirements.

An estimated **LUMP SUM** for the scope of services detailed above is **\$6,431.00.**

Please Note: This estimate is based on the site being accessible to a truck or track-mounted drilling equipment. If this is not the case, revisions will need to be made to this estimate to accommodate mobile drilling equipment or heavy-equipment to access boring locations. Estimate also assumes work to be completed in two (2) 8-hour days during regular hours.

GFA will not exceed the fee stated above unless the encountered soils are significantly different than those anticipated, the site is not accessible to truck mounted drilling equipment and/or if the report will require additional hours for engineering analysis due to the encountered soils being significantly different than those anticipated. The additional services and its cost shall be negotiated.

CONDITIONS AND QUALIFICATIONS

GFA's terms are C.O.D. (credit cards are accepted) unless a credit application has been approved or credit has been previously established. If credit is established, the terms will be 2/10/net-30days. The pricing contained herein is subject to change if this proposal is not authorized within 90 days from the date of this proposal. If more than 90 days have passed since the date of this proposal, please contact us for an updated proposal. Additional items not listed in this proposal will be quoted upon request. A digitally signed and sealed .pdf report will be provided at no charge. Hard copies of reports can be provided upon request, at a unit rate of \$75.00 per report.

AUTHORIZATION

All services will be conducted in accordance with this proposal and attached Terms and Conditions. To initiate services, please complete and return the included Proposal Acceptance Agreement form. The Terms and Conditions are part of this agreement. **The signed proposal acceptance agreement form must be received by GFA via fax or email prior to any work being performed, and an original copy must be received before completed reports can be distributed.**

CLOSING

GFA appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at 561.347.0070 if you have any questions or comments.

From our team to yours,

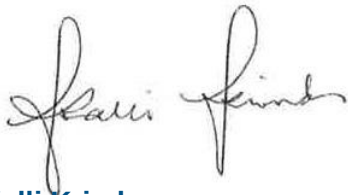
GFA International, Inc.
CA#4930



Carlos Mercado, M.S., P.E.
Branch Manager



Estela G. León Aguilar, M.S, P.E.
Geotechnical Department Manager



Kalli Krivdo
Business Development Representative

Attachments: Exhibit "A" – GFA International Inc.'s Standard Terms & Conditions
 Exhibit "B" – Report Distribution Information Request Form

**AMENDMENT TO THE ORIGINAL ASSESSMENT AND EVALUATION OF THE
CAIRO LANE, NW 127TH STREET AND ALEXANDRIA DRIVE PROJECT
AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA, AND 300
ENGINEERING GROUP, P.A**

THIS AMENDMENT TO THE ORIGINAL ASSESSMENT AND EVALUATION OF THE CAIRO LANE, NW 127TH STREET AND ALEXANDRIA DRIVE PROJECT AGREEMENT is made this _____ day of _____, 2021, by and between 300 Engineering Group, P.A, a Florida corporation authorized to conduct business in the State of Florida (the "Contractor"), with principal offices located at 2222 Ponce de Leon Blvd., Suite 300, Coral Gables, Florida 33134 and the City of Opa-Locka, Florida (the "CITY"), a Florida municipal corporation.

WHEREAS, the City of OPA-LOCKA ("City") entered into the Original Assessment and Evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project Agreement ("Project Agreement") with 300 Engineering Group, P.A ("Contractor"), a Florida corporation authorized to conduct business in the State of Florida, on September 9, 2020; and

WHEREAS, the Assessment and Evaluation Agreement was entered into by the parties pursuant to Resolution 20-9802; and

WHEREAS, on July 28, 2021, pursuant to Resolution No._____, the City Commission approved the modification of the Scope of Services of the Project Agreement to include the removal of debris and cleaning of stormwater structures as well as additional changes to the Project Agreement provisions as contained herein; and

WHEREAS, the parties desire to specifically amend the Project Agreement, Article 4 entitled "Compensation"; Article 6 entitled "Termination"; Section 9.2 entitled "Warranties and Guarantees"; Section 14 entitled "Notices", and Attachment "A" of the Agreement; and

WHEREAS, the City Commission desires to authorize the City Manager to execute the Amendment to the Original Project Agreement between CITY and 300 Engineering Group, P.A as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Project Agreement.
2. The Recitals of the Project Agreement shall be amended to add a fifth paragraph to read as follows, with all other provisions of the Project Agreement remaining the same:

WHEREAS, the Consultant has been selected by the City to provide Engineering Consulting Design Services (known as the Project, the "Services" or the "Scope of Services") to the assessment and evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project, including the verification of the design proposed by the previous Contractor, and to develop basis design for the completion of the stormwater, force main, water system, and roadway improvement; and

WHEREAS, Consultant has also been selected by the City to provide the corresponding Removal of Debris and cleaning of the Stormwater Structures necessary to complete the Project (known also as the Project, the "Services" or the "Scope of Services")

3. Attachment "A" of the Project Agreement shall be amended to include the Contractor's Proposal for Debris Removal and Cleaning of Stormwater Structures dated June 24, 2021, with all other provisions of the Original Project Agreement remaining the same:

ATTACHMENT "A"

Consultant Scope of Work and Fee Proposal dated August 24, 2020 to provide engineering consulting design services for the assessment and evaluation of the Cairo Lane, NW 127th Street and Alexandria Drive Project, including the verification of the design proposed by the previous Contractor, and to develop basis design for the completion of the stormwater, force main, water system, and roadway Improvement for the amount of one hundred fifty nine thousand two hundred ninety six dollars (\$159,296.00) and

Consultant Scope of Work and Fee Proposal dated June 24, 2021 to provide engineering consulting design services for debris removal and cleaning of stormwater structures for the amount of two hundred sixty-four thousand, seven hundred, nineteen dollars (\$264,719.00).

4. Section 4 entitled "Compensation", shall be amended to read as follows with all other provisions of the Original Project Agreement remaining the same:

4. COMPENSATION

Compensation (the "Contract Sum") for performing the Services related to the Project shall be the fee of One Hundred Fifty-Nine Thousand Two Hundred Ninety-Six Dollars (\$159,296.00) specified in the Scope of Services request accepted by the City.

Compensation (the "Contract Sum") for performing the Removal of Debris and cleaning of the Stormwater Structures necessary to complete the Project shall be the fee of Two Hundred Sixty-Four Thousand, Seven Hundred, Nineteen Dollars (\$264,719.00).

5. Section 6 entitled "Termination", shall be amended to read as follows with all other provisions of the Original Project Agreement remaining the same:

6. TERMINATION

This Agreement may be terminated by the City for convenience upon ninety (90) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. Termination will take effect immediately after five calendar days unless Consultant cures the identified problem on or before the final 5th calendar day after notification. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

6. Section 9.2 entitled "Warranties and Guarantees", shall be amended to read as follows with all other provisions of the Original Project Agreement remaining the same:

9. WARRANTIES AND GUARANTEES:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports and/or studies due to negligent acts, errors or omissions for one year following completion or abandonment of the contracted consulting and design services. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

7. Article entitled "Notices", shall be amended to read as follows with all other provisions of the Original Project Agreement remaining the same:

14. NOTICES:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph, with courtesy copy via email. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

300 Engineering Group P.A.
2222 Ponce de Leon Blvd.
Suite 300
Coral Gables, FL 33134
fatorrealba@300engineering.com

FOR CITY:

City of Opa-Locka
John Pate, City Manager
780 Fisherman Street
Opa-Locka, FL 33054
jpate@opalockafl.gov

WITH COPY TO:

Burnadette Norris-Weeks, P.A.
City Attorney
401 North Avenue of the Arts (NW
7th Avenue)
Fort Lauderdale, FL 33311
Facsimile: 954-768-9790
Telephone: 954-768-9770
cityattorney@opalockafl.gov

Except as modified by this Amendment the Project Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the CITY and the CONTRACTOR hereby ratifies, confirms, and adopts the Agreement as amended herein.

This Amendment was expressly contingent upon the approval of the City Commission on July 28, 2021 and shall become effective only when signed by all parties and approved by, or on behalf of by a person with delegated authority.

IN WITNESS WHEREOF, CITY and 300 Engineering Group, P.A a Florida corporation authorized to conduct business in the State of Florida, have caused this Amendment to be executed on the date first above written.

ATTEST:

CITY OF OPA-LOCKA

OPA-LOCKA CITY CLERK

BY: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The forgoing instrument was acknowledged before me this __ day of _____, 2021 by John E. Pate, City Manager of the City of Opa-Locka, Florida, who is personally known to me or has produced identification and acknowledged that he did execute this instrument for the purpose stated herein.

Notary Public, State of Florida

My Commission Expires:

Print Name

WITNESS:

CONSULTANT
300 Engineering Group, P.A, a Florida
corporation authorized to conduct
business in the State of Florida

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The forgoing instrument was acknowledged before me this __ day of _____, 2021
by [Name and Position]_____, who is personally
known to me or has produced identification and acknowledged that he did execute this
instrument for the purpose stated herein.

Notary Public, State of Florida

Print Name

My Commission Expires:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDING FROM THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), AND EXECUTE CORRESPONDING AGREEMENT HL136, ATTACHED HERETO; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature appropriated One Hundred Thousand Dollars (\$100,000.00) for the City of Opa-Locka ("City") in line item 2230A of the General Revenue Fund of the General Appropriations Act for installation of 8-foot wrought iron fences at various City parks including Ingram Park, Sherbondy Village Park, Helen Miller Park, Segal Park, and Kaboom Park (collectively referred to as "the Parks"), to add beautification and security for the parks ("Project"); and

WHEREAS, Staff has estimated a total project cost of Two Hundred Thousand Dollars (\$200,000.00). The State of Florida, Department of Economic Opportunity ("DEO") will fund half of the estimated cost and requires a local match of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, upon execution of the DEO Contract Agreement HL136 to accept grant funding and subject to approval of the City Commission, Staff will initiate the procurement process for fence installations at the Parks. In accordance with the Project agreement, this Project is to be completed by June 30, 2022; and

WHEREAS, Staff recommends approval of this item allowing the City to benefit from this grant funding opportunity and facilitate safety as well as beautification improvements by installation of 8-foot wrought iron fences for City parks, including Ingram, Sherbondy Village, Hellen Miller, Segal, and Kaboom, to be completed in Fiscal Year 2022; and

WHEREAS, the City Commission finds that it is in the best interest of the City to accept grant funding from the State of Florida, Department of Economic Opportunity (DEO), and execute Agreement HL136, attached hereto as Exhibit "A".

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 accept One Hundred Thousand Dollars (\$100,000.00) in grant funding from the State of Florida, Department of Economic Opportunity (DEO), and execute corresponding Agreement HL136, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent 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 upon the adoption and is subject to the approval of the Governor or Governor's Designee.

PASSED and ADOPTED this 28th day of July 2021.

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 Taylor
Commissioner Burke
Commissioner Davis
Vice-Mayor Williams
Mayor Pigatt

(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____
(Yes)	_____	(No)	_____



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

Department Director:	Airia Austin		Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07/28/2021	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: Account# :	(Enter Fund & Dept.) Ex: See Financial Impact Section		Advertising Requirement: (Enter X in box)	Yes	No X
Contract/P.O. Required: (Enter X in box)	Yes X	No	RFP/RFQ/Bid#:		
Strategic Plan Related (Enter X in box)	Yes X	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☒ Quality of Education ☐ Qual. of Life & City Image ☒ Communication ☐	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
Sponsor Name	City Manager		Department:	City Manager	

Short Title:

**Acceptance of Grant Funding from the State of Florida,
Department of Economic Opportunity (DEO)**

Staff Summary:

A resolution of the City Commission of the City of Opa-locka authorizing the City Manager to accept Grant Funding from the State of Florida, Department of Economic Opportunity (DEO), and execute Agreement HL136, attached to this request.

The Florida Legislature appropriated One Hundred Thousand Dollars (\$100,000.00) in line item 2230A from the General Revenue Fund of the General Appropriations Act to the City for installation of 8-foot wrought iron fences at the following parks: Ingram, Sherbondy Village, Helen Miller, Segal, and Kaboom, to add beautification and security for the parks.

Staff estimated a total project cost of Two Hundred Thousand Dollars (\$200,000.00), of which, DEO will fund half of the estimated cost and requires a local match of One Hundred Thousand Dollars (\$100,000.00).

Upon execution of the DEO Contract Agreement to accept Grant funding HL136, Staff will initiate the procurement process for fence installations at the parks already mentioned and will bring the project as a separate item for approval of the City Commission. In accordance with the project agreement, this project is to be completed by June 30, 2022.

Financial Impact – The City’s match requirement of \$100,000 is incorporated into the proposed FY 22 Budget, funded in part from the General Fund and from the CRA for parks within the CRA area.

Proposed Action:

Staff recommends approval of this item allowing the City to benefit from this grant funding opportunity and facilitate safety and beautification improvements by installation of 8-foot wrought iron fences for City parks, including Ingram, Sherbondy Village, Hellen Miller, Segal, and Kaboom, to be completed in FY 22.

Attachment:

1. Agenda
2. Grant Agreement between the State of Florida-Department of Economic Opportunity and the City.

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY**

THIS GRANT AGREEMENT NUMBER HL136 (“Agreement”) is made and entered into by and between the **State of Florida, Department of Economic Opportunity** (“DEO”), and the **City of Opa-Locka, Florida** (“Grantee”). DEO and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of **July 1, 2021** (the “Effective Date”) and shall continue until the earlier to occur of (a) **June 30, 2022** (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period”.

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. DEO shall pay Grantee up to **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)** in consideration for Grantee’s performance under this Agreement. DEO may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. DEO shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the

prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>)

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. Section 215.971, Florida Statutes ("F.S."). Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. Records Compliance. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure

or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. Identification of Records. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. Keeping and Providing Records. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. Audit Rights. Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. Single Audit Compliance Certification. Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. Ensure Compliance. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850)

245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. Termination due to Lack of Funds: In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. Termination for Cause: DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience: DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities Upon Termination: If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in

its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the

sponsorship reference is in written material, the words “State of Florida, Department of Economic Opportunity” shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO’s rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee’s (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn’t comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an “Overpayment”), then Grantee shall return such Overpayment of Award Funds to DEO.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee’s discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO’s Agreement Manager and made payable to the “Department of Economic Opportunity.” Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. DEO and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee’s sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers’ compensation and employer’s liability insurance in accordance with chapter 440, F.S., with minimum employer’s liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee’s performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee’s liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida,

and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure,

(iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager

listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall

have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term “this Agreement” means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “DEO” includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., the State of Florida requires the following:
 - a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

- b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or

default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. Governing Law. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. Attorneys' Fees, Expenses. Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. Dispute Resolution. DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3)

assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS

Grantee's Payee:

City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054
Phone: (305) 953-2868
Email: jpate@opalockafl.gov

Grantee's Agreement Manager:

Yesly Guillen
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054
Phone: (305) 953-2868, Ext. 1310
Email: yguillen@opalockafl.gov

DEO's Agreement Manager:

Kechia Dean
107 East Madison Street, MSC B47
Tallahassee, FL 32399
Telephone: (850) 245-7488
Fax: (850) 245-7470
Email: kechia.dean@deo.myflorida.com

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

CITY OF OPA-LOCKA, FLORIDA

By _____
Signature

Title **William S. Currie, Jr.**
Chief Financial Officer

Date

By _____
Signature

Title **John Pate**
City Manager

Date

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY**

By: _____

Approved Date: _____

ATTACHMENT 1 SCOPE OF WORK

1. PROJECT DESCRIPTION: For State Fiscal Year 2021-2022, the Florida Legislature appropriated One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in Specific Appropriation line item 2230A from the General Revenue Fund of the General Appropriations Act to the City of Opa-Locka, Florida (“Grantee”) to install 8-foot wrought iron fences at Ingram, Sherbondy Village, Helen Miller, Segal and Kaboom Parks (the “Project”) to add beautification and security for residents of the City of Opa-Locka, Florida. Adding the improvements will make park facilities safer and ensure that current equipment is not vandalized.

2. GRANTEE RESPONSIBILITIES: Grantee shall:

2.1 Install 8-foot wrought iron fences with additional installations to include:

- a. rails to the posts
- b. attached pickets to the rails
- c. installation of gates

2.2 Ensure contractor’s agreement contains general terms and conditions to include Project administration, Project management and Project oversight. Grantee shall ensure that contractor’s agreement hereunder is managed in accordance with its terms and conditions.

2.3 Submit to DEO’s Agreement Manager copies of all permits, insurance policies, bonds and surveys, if applicable.

2.4 In performing under this Agreement, Grantee shall comply with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications.

2.5 Project Match: Provide a minimum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in local matching funds for the Project, by the end of the Agreement Period. Grantee shall provide a letter and supporting documentation to DEO’s Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. DEO reserves the right to request any additional documentation DEO deems necessary to support the Grantee’s claim that it has met the match requirement. DEO shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

3. DEO’S RESPONSIBILITIES: DEO shall:

- 3.1** Perform contract management responsibilities pursuant to this agreement; and
- 3.2** Monitor the ongoing activities and progress of Grantee, as DEO deems necessary, at DEO’s sole and absolute discretion, to verify all activities are being performed in accordance with this agreement.

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Installation of Fences		
Tasks	Minimum Level of Service	Financial Consequences
Grantee shall install fences in accordance with Section 2 of this Scope of Work.	Grantee may request reimbursement upon completion of installation	Failure to complete the Minimum Level of Service shall result in non-payment.

	of the fences as defined in Section 2 of this Scope of Work, evidenced by the following: 1) Completed AIA forms G702 and G703 or their substantive equivalents, signed by a licensed professional certifying to the Project completion, if applicable. 2) Before and after photographs of Project. 3) Invoice package in accordance with Section 6 of this Scope of Work.	
Deliverable No. 1 Cost Not to Exceed: \$100,000.00		

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's Project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the Project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **AUDIT REQUIREMENTS AND COMPLIANCE** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement Period.

6.1 Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary

to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement Period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;

6.2.4 Before and after photographs of the completed work;

6.2.5 A copy of all supporting documentation for vendor payments; and

6.2.6 A copy of the cancelled check(s) and/or bank statements specific to the Project.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

7. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2021, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's Project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action

plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits/342
 Claude Pepper Building, Room
 401 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):

Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project:	Opa-Locka Parks and Recreation
State Awarding Agency:	Florida Department of Economic Opportunity
Catalog of State Financial Assistance Number:	40.038
Catalog of State Financial Assistance Title:	Division of Housing and Community Development
Total State Award Amount:	\$100,000.00

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

- 1. ACTIVITIES ARE LIMITED TO THOSE IN ATTACHMENT 1, SCOPE OF WORK, OF
THE AGREEMENT.***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3**AUDIT COMPLIANCE CERTIFICATION**

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative_____
Date_____
Printed Name of Authorized Representative_____
Title of Authorized Representative

PLANNING & ZONING PUBLIC HEARINGS

RESOLUTION NO. 21-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Applicant, Fay Plasnie Corp (“Applicant”) intends to develop a new residential mixed-use building in the Magnolia North section of City of Opa-Locka (“City”); and

WHEREAS, the Project will consists of the new construction of an eight-story mixed use building located at 2050 Ali Baba Ave, Opa-Locka, Florida; and

WHEREAS, the development will be comprised of 30 residential units, 962 square feet of retail space, 516 square feet leasing office and 32 parking spaces. The project intends to address the following elements both unique to the site and general to the City of Opa-Locka: Revitalization, Architecture, Public Art and Affordable, totaling 66,116 square feet, with a 0.8 surface parking ratio; no reduction in parking is being requested; and

WHEREAS, the project shall be an Affordable/Workforce Housing rental project which creates the opportunity for tenants to live, work & play within the burgeoning Opa-Locka downtown urban core in a quality building; and

WHEREAS, Fay Plasnie Corp presented its formal application request, all evidence, documents, and marked exhibits before the Planning & Zoning Board on June 11th 2021 and the Planning & Zoning Board recommended approval of the Final Site Plan by a 4 to 1 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, a copy of the Site Plan is attached hereto as Exhibit A.

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

SECTION 1. Recitals.

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

SECTION 2. APPROVAL / DENIAL.

Approval/Denial of Site Plan Review. The City Commission of the City of Opa-Locka hereby approves / denies a request for the Final Site Plan approval for the Construction and Operation of a Residential Mixed-Use Building located at 2050 Ali Baba Avenue identified by Folios 08-2122-003-2140, 08-2122-003-2150, and 08-2122-003-2160, attached hereto as Exhibit "A".

SECTION 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent 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 4. 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 _____, 2021.

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 Taylor

(Yes) _____ (No) _____

Commissioner Burke

(Yes) _____ (No) _____

Commissioner Davis

(Yes) _____ (No) _____

Vice-Mayor Williams

(Yes) _____ (No) _____

Mayor Pigatt

(Yes) _____ (No) _____



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 its Regular Commission Meeting on **Wednesday, June 23, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, ATTACHED HERETO, WITH TEEN UP-WARD BOUND, INCORPORATED TO OCCUPY SPACE AT 2105 ALI BABA AVENUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 9, 2021).

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, June 23, 2021.

All interested persons are encouraged to participate 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 not later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

**Joanna Flores, CMC
City Clerk
City of Opa-locka**



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, JUNE 23RD, 2021 AT 6:00 P.M., THE CITY OF HIALEAH PLANNING AND ZONING BOARD WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBERS OF CITY HALL, 3RD FLOOR, 501 PALM AVENUE.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Rezoning properties 821 and 831 SE 8th Avenue from R-1 (One-Family District) to B-1 (Highly Restricted Retail District) and property located at 820 SE 8th Court from R-1 (One-Family District) to P (Parking). Variance permit to allow a mixed development with 100% of the units having an area of approximately 650 square feet, where only 10% of the units may have an area of less than 850 square feet; allow interior south side setback of 0 feet and 5 feet, and 5 feet rear setback, where 15 feet setback is required on property lines abutting low density residential; allow 40 parking spaces, where 70 are required and allow 15% pervious area, where 30% is required. Property located at 821 and 831 SE 8th Avenue and 820 SE 8th Court, Hialeah, zoned R-1 (One-Family District).

Conditional Use Permit (CUP) to allow a K-12th Charter School with a maximum capacity of 2,950 students. Property generally located at the southwest corner of East 32nd Street and East 4th Avenue, Hialeah, zoned C-1 (Restricted Retail Commercial District).

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; CREATING SECTION 98-350 UNITY OF TITLE; COVENANT IN LIEU THEREOF FOR HPD HIALEAH PARK DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY ADDING AN EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE HPD HIALEAH PARK DISTRICT, PROVIDED THAT ALL APPLICATIONS FOR BUILDING PERMITS WHERE MULTIPLE BUILDINGS ARE PROPOSED FOR A SINGLE SITE OR PARCEL BE ACCOMPANIED BY A UNITY OF TITLE OR DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING THAT SUCH EXCEPTION IS SUBJECT TO THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; SECTION 98-349 UNITY OF TITLE; COVENANT IN LIEU THEREOF, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY CLARIFYING THAT THE EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE BDH BUSINESS DEVELOPMENT DISTRICT, IS SUBJECT TO COMPLIANCE WITH THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF **TUESDAY, JULY 13TH, 2021.**

Written objections **must** be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:		
Finance Director:			FD Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	6-23-21	Item Type:	Resolution	Ordinance	Other
		(Enter X in box)	X		
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading:	1st Reading	2nd Reading
			(Enter X in box)	X	
		X	Public Hearing:	Yes	No
			(Enter X in box)	X	No
Funding Source:	(Enter Fund & Dept)		Advertising Requirement:	Yes	No
Account# :	Ex: PTP		(Enter X in box)	X	
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bi#: N/A		
(Enter X in box)		X			
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
(Enter X in box)	X		Enhance Organizational ☐		
			Bus. & Economic Dev ☒		
			Public Safety ☐		
			Quality of Education ☐		
			Qual. of Life & City Image ☐		
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 APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests final site plan review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

BACKGROUND

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under- serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Proposed Action:

Staff recommend approval of this Site Plan. The City Commission shall use the following criteria in making their decision regarding approval or disapproval of a site plan application pending the following other approvals :

- 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.
- The development permitted by the application, if granted, will have a favorable or unfavorable impact on the economy of the City.
- 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.

- 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.
- 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 Site Plan;
- Adequate landscape buffer around parking area;
- Maintain 100% the use, function, or any recommendation the Planning and Zoning Board deem necessary to this 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;
- Address excess parking, evaluate amount of parking spaces required and how much on street parking is available to accomodate;
- Address all Miami-Dade County's input/recommendations as appropriate.

Attachment:

Site Plan Staff Report
Site Plan
Site Plan Resolution 5-11-21

PLANNING & ZONING ADVISORY BOARD

May 11th

2021



FAY PLASNIE CORPORATION: Final Site Plan Review

APPLICANT'S REQUEST:

A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA RECOMMENDING FINAL SITE PLAN APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED USE BUILDING LOCATED AT 2050 ALI BABA AVE. IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; 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:

MAGNOLIA SUB
PB 40-80
LOTS 23 THRU 27 BLK 12
LOT SIZE 125.000 X 125
OR 10640-1364 1179 5

- The subject property is currently own by Fay Plasnie Corproation according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Vacant lot and the current zoning on both parcels (Folio #08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160), is B-1.
- The site is located along Ali Baba Avenue. The site is only accessible via NW 22th Avenue at its north western edge providing for ingress and egress. Currently the site is zoned as B-1 also within the Corridor Mixed Use Overlay which allows for the operation of a Mixed Use Housing Facility. (*see Existing Condition Section*).



← EAST Ali Baba Avenue WEST →

Figure 1: Google Street View, dated:

II. Project Details

- Applicant's intent**

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests final site plan review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under- serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Fay Plasnie Corporation		
Folio Number (s)	Opa-locka: 08-2122-003-2140 08-2122-003-2150 08-2122-003-2160		
Address Location	(approx.) 2050 Ali Baba Ave, Opa-Locka, FL		
Building (s) Footprint	Gross Area – 8,835 SF		
Floor Area	Total 37,582 SF		
Zoning	B-1 – Commercial Neighborhood		
Zoning Code Consistency	The proposed use for a Residential Mixed Use Building is consistent with the B-1 Zoning Code.		
Existing Land Use	B-1 / Corridor Mixed Use Overlay		
Future Land Use Designation	B-1 / Corridor Mixed Use Overlay		
Comprehensive Plan Consistency	- The proposed use for Residential Mixed Use Building is consistent with the Comprehensive Plan with the requested property being B-1.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec. 22-55; Article IV Sec. 22-80, 22-82; Article V Sec. 22-89; Article VI Sec. 22-155, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	15 Feet	15 Feet	YES

Side/Main Street	0 Feet	N/A	YES
Side/Interior	0 Feet	8'	YES
Rear	0 Feet	5'	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	70% - 8,835 sf	YES
Density	110DU/AC	30DU (105DU/AC)	N/A
Lot Size	5,000 SF (0.22 Acres)	12,500 SF (0.287 Acres)	YES
Lot Width	N/A	100 FT	N/A
Building Height	B-1 - 3 stories or 45 feet, whichever is less CMU Overlay - Mixed-use buildings in the MXUOD may be built to a maximum height of six (6) stories, except to allow for architectural features, parapet, elevator overrides, machine room, etc. with the approval of FAA. All other buildings shall be limited to a maximum of four (4) stories in height, except to allow for architectural features. The City may allow up to 8 stories, subject to FAA considerations for Opa-locka Airport, if the building conforms to one or more of the following: - Affordable/Elderly housing provisions (30 years): at least 10% of total units are reserved for very low-income households, defined as those making less than 80% AMI; or 20% of total units are reserved for low-income households, defined as those making up to 150% of AMI; or 50% of total units are reserved for qualifying senior citizens.	Apartment Building: 8 Stories 89' height	NO

Structure Length Other Vehicular Use Area	- Provides public open space with superior landscaping, including, but not limited to, plazas, parks, and/or payments dedicated towards the provision of general public space in the City of Opa-locka. - Substantially contributes architecturally to the City's Moorish Architecture goals.		
	N/A	N/A	N/A
	N/A	Total: 25,376 SF	YES
	Parking Details	Apartment buildings: pursuant to the Land development Regulation Ordinance 86-8: Article IV, section 22-155. 1.5 Parking per 2BR unit 2 Parking Spaces per 3BR 1 Parking space per 500SF Total 54 spaces	Number of Units: 30 Units Total Space Provided: 32 Total Spaces
Landscape/ Pervious Lot Coverage	5% minimum required pervious	2,653 SF or 21.2% 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 Monday, April 12th, 2021. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, May 11th, 2020. - 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.		

III. Overall Analysis

Existing Conditions:

The proposed facility requests final site plan review in order to construct and operate a Residential Mixed Use Building at the subject property.

- The Subject Property is generally surrounded by commercial properties to the east and west.
- The Subject Property is currently vacant lots.
- The property is within both the CRA Boundaries and the Corridor Mixed Use overlay.



Enlarged Aerial View of Subject Property

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
South	ROW	Rail (FDOT)	ROW
East	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
West	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **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 'Residential Mixed Use Building' is in harmony with the general characteristic of the surrounding neighborhood: Industrial 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 .070ac. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be of a decorative masonry block to prevent the view of any back of house operations. 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 required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code B-1 District (Section 22-89).

- **Future Land Use:** Commercial/Corridor Mixed Use Overlay

- 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.

COMPLIES

- **B-1 (Commercial Neighborhood) Permitted Uses:** Project Specific: *Residential Mixed Use Building*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code B-1 (Commercial Neighborhood) as well as the Corridor Mixed Use overlay allows for Residential Mixed Use Building.
- The uses allow per B-1 are as follows: Artist Studio, Appliance electronic and furniture sales service and repair, Café [takeout only], Consignment shop, Fine Arts Studio/Gallery, Medical, Offices/Workspace, Public Facilities, Retail/Commercial sales and service, Self-service Laundry Mat/Dry Cleaners [PU-DO Only].

COMPLIES

- **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.

IV. **Project Need Assessment / other Required Approvals**

1. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.
2. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.

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

VI. Staff Recommendation:

- Staff recommend approval of this Site Plan pending the following other approvals:
 - A Development Agreement must be submitted along with this Residential Mixed Use Building 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 Residential Mixed Use Building Site Plan;
 - Trees to be planted 25' avg. oc.;
 - Adequate landscape buffer around parking area;
 - If the parking spaces on level two thru four are reduced in size to compact spaces, 5 more parking spaces may be created.
 - 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 and Zoning Board deem necessary to this Residential Mixed Use Building 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 Senior Apartment site plan;
 - Address all Miami-Dade County's input/recommendations as appropriate

VII. Attachments:

- Letter of Intent
- Site Plan
- Development Agreement

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	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on May 11th 2020. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No.

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO
THE APPLICATION OF: Residential Mixed Use Building
FOR: SITE PLAN APPROVAL REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:
To construct a 8 story residential mixed-use project.

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: 5-11-2021
 - 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 8 story residential mixed-use project.

Ali Baba Apartments

2090 Ali Baba Avenue
Opa-Locka, Florida

TRAFFIC STATEMENT

prepared for:
Fay Plasnie Corporation

KBP CONSULTING, INC.

March 2021

Karl B. Peterson, P.E. Florida
Registration Number 49897 KBP
Consulting, Inc.
8400 N. University Drive, Suite 309
Tamarac, Florida 33321
CA # 29939

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INTRODUCTION

There are three (3) vacant parcels of land located on the southeast side of Ali Baba Avenue between Johnson Street and Duval Street in Opa-Locka, Miami-Dade County, Florida. The Miami-Dade County Folio Numbers for these sites are 08-2122-003-2140, 08-2122-003-2150, and 08-2122003-2160. This site is proposed to be developed with a mixed-use development consisting of both residential and retail land uses. The location of this project site is illustrated in Figure 1 on the following page.

KBP Consulting, Inc. has been retained by the Fay Plasnie Corporation to prepare a traffic statement in connection with this proposed mixed-use development. This study addresses the vehicular traffic volumes expected to be generated by the proposed land uses and the projected turning movement volumes at the project driveway on Ali Baba Avenue.

This traffic study is divided into four (4) sections, as listed below:

1. Inventory
2. Trip Generation
3. Trip Distribution and Driveway Assignment
4. Summary & Conclusions



INVENTORY

Existing Land Use and Access

The total land area of the site is approximately 0.287 acres (12,500 square feet) and, as mentioned previously, the subject site is currently vacant. There are two (2) existing drop-curb access points located within the frontage of the site along Ali Baba Avenue. A survey of the subject site is presented in Appendix A of this report.

Proposed Land Uses and Access

The subject site will be developed with an eight-story mixed-use building consisting of 30 residential dwelling units, 962 square feet of retail space on the ground floor and 32 parking spaces within the parking garage. Vehicular access to the site will be provided via one (1) full access driveway on Ali Baba Avenue. Appendix B contains the preliminary site plan, the zoning / data table, elevations, and a rendering for the proposed mixed-use development.

Roadway System

Ali Baba Avenue is located along the northwest side of the project site. In this area, this roadway is a three-lane local facility with one (1) through lane in the northeast-bound direction, one (1) through lane in the southwest-bound direction and a center two-way left turn lane. This roadway also offers on-street parking on both sides of the street. State Road 9 is located parallel to and south of Ali Baba Avenue. This state-maintained principal arterial roadway is a four-laned divided facility. To the west is NW 22nd Avenue which is a four-lane divided roadway oriented in the north-south direction.

Transit Service

Transit service in the study area is provided by Miami-Dade Transit via Routes 17, 22, 107 and 246. This service is provided along the NW 22nd Avenue corridor and the nearest bus stops to the Ali Baba Apartments site are located approximately 800 feet to the west at the intersection of NW 22nd Avenue and Ali Baba Avenue.

TRIP GENERATION

A trip generation analysis has been conducted for the proposed development. The analysis was performed utilizing the trip generation rates and equations published in the Institute of Transportation Engineer's (ITE) *Trip Generation Manual (10th Edition)*. The trip generation analysis was undertaken for daily, AM, and PM peak hour conditions. According to the referenced ITE manual, the most appropriate land use categories and corresponding trip generation equations and rates for the proposed development are as follows:

ITE Land Use #221 – Multifamily Housing (Mid-Rise)

- Weekday: $T = 5.45 (X) - 1.75$ where T = number of trips and X = number of dwelling units
- AM Peak Hour: $\ln(T) = 0.98 \ln(X) - 0.98$ (26% in / 74% out)
- PM Peak Hour: $\ln(T) = 0.96 \ln(X) - 0.63$ (61% in / 39% out)

ITE Land Use #820 – Shopping Center (Retail)

- Weekday: $T = 37.75 (X)$ where T = number of trips and X = 1,000 square feet of gross leasable area
- AM Peak: $T = 0.94 (X)$ (62% in / 38% out)
- PM Peak: $T = 3.81 (X)$ (48% in / 52% out)

Utilizing the above-listed trip generation rates and equations from the referenced ITE document, a trip generation analysis was undertaken for the proposed mixed-use development. The results of this effort are documented in Table 1 below. Relevant excerpts from the ITE manual are presented in Appendix C.

Table 1 Ali Baba Apartments Trip Generation Analysis OpaLocka, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed								
Multifamily Housing (Mid-Rise)	30 DU		3	8		9	5	
Retail	962 SF	162 36	1	0	11 1	2	2	14 4
Total		198	4	8	12	11	7	18

Compiled by: KBP Consulting, Inc. (March 2021).

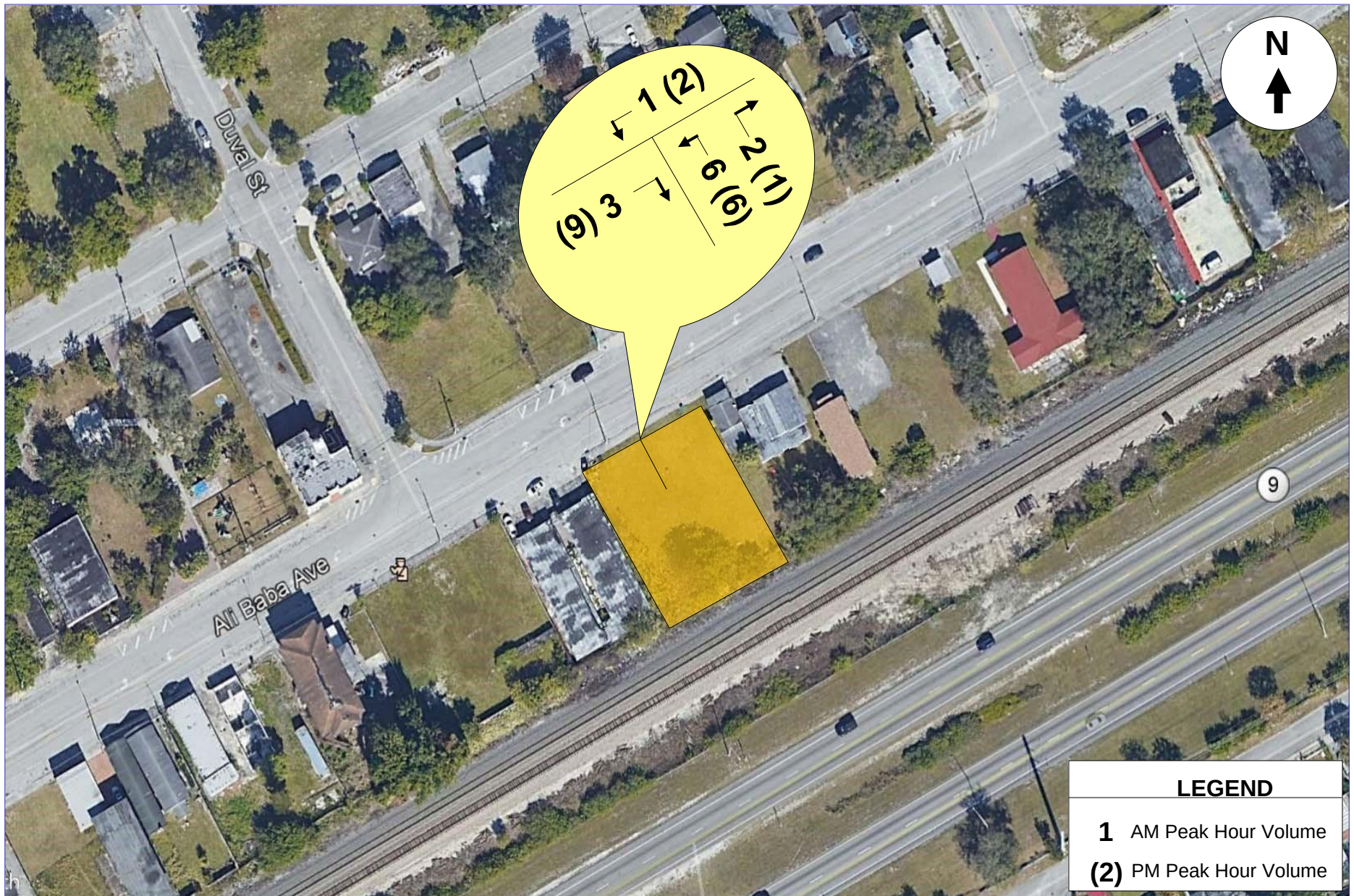
Source: ITE Trip Generation Manual (10th Edition).

As indicated in Table 1, the proposed mixed-use project is anticipated to generate 198 daily vehicle trips, 12 AM peak hour vehicle trips (4 inbound and 8 outbound), and 18 vehicle trips (11 inbound and 7 outbound) during the typical afternoon peak hour. Although the subject site is within convenient walking distance of existing transit service along the NW 22nd Avenue corridor, no trip reductions have been applied in order to present a conservative (i.e. worst-case) scenario.

TRIP DISTRIBUTION AND DRIVEWAY ASSIGNMENT

All entering and exiting vehicular traffic will utilize the proposed driveway on Ali Baba Avenue. Figure 2 on the following page presents the AM and PM peak hour driveway volumes. Based upon the projected driveway volumes anticipated during the AM and PM peak hours, a dedicated northeast bound right-turn lane is not warranted. Southwest bound left-turns will be served by the existing two-way left-turn lane on Ali Baba Avenue.

As indicated by the trip generation analysis and the driveway assignment, the traffic volumes associated with this mixed-use project are considered to be minimal (i.e. “de minimis”) and will have little impact on the surrounding transportation network.



SUMMARY & CONCLUSIONS

There are three (3) vacant parcels of land located on the southeast side of Ali Baba Avenue between Johnson Street and Duval Street in Opa-Locka, Miami-Dade County, Florida. The subject site will be developed with an eight-story mixed-use development consisting of 30 residential dwelling units, 962 square feet of retail space on the ground floor and 32 parking spaces. Vehicular access to the site will be provided via one (1) full access driveway on Ali Baba Avenue.

The trip generation analysis indicates that the proposed project is anticipated to generate approximately 198 daily vehicle trips, 12 AM peak hour vehicle trips (4 inbound and 8 outbound), and 18 vehicle trips (11 inbound and 7 outbound) during the typical afternoon peak hour.

Based upon the projected driveway volumes anticipated during the AM and PM peak hours, an exclusive northeast-bound right-turn lane is not warranted. Southwest-bound left-turns will be served by the existing two-way left-turn lane on Ali Baba Avenue.

And, as indicated by the trip generation analysis and the driveway assignment, the traffic volumes associated with this mixed-use project are considered to be minimal (i.e. “de minimis”) and will have little impact on the surrounding transportation network.

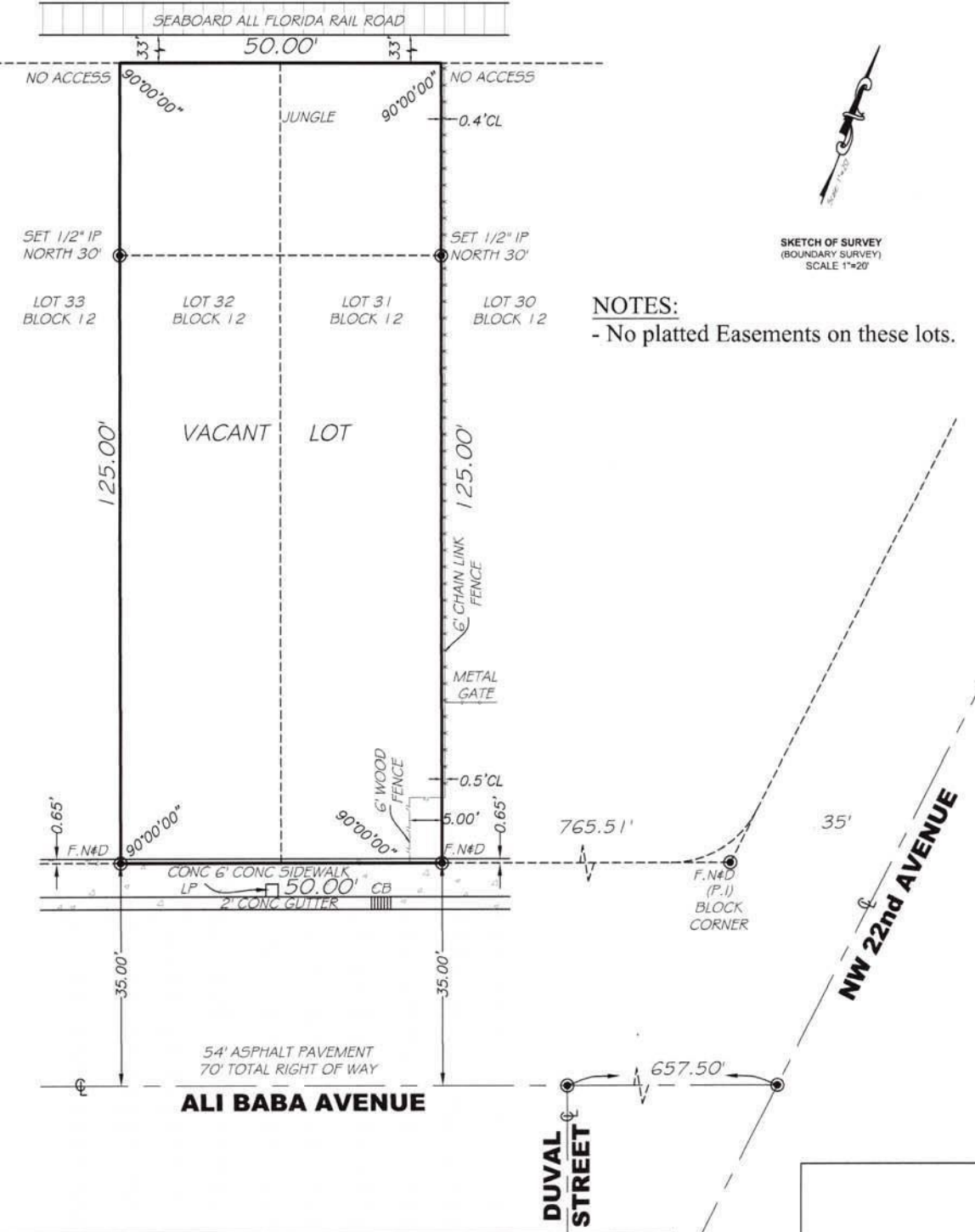
Appendix A

Ali Baba Apartments

Site Survey

Folio: # 08-2122-003-2140

Legal Description: Lots 31 and 32, Block 12, of "MAGNOLIA SUBDIVISION", according to the Plat thereof, recorded in Plat Book 40, at Page 80, of the public records of Miami-Dade County, Florida.



NOTES:

- No platted Easements on these lots.

COMMUNITY NAME AND NUMBER: CITY OF OPA-LOCKA: 120657	PANEL NUMBER AND SUFFIX: 12086 C 0136 - L	FIRM PANEL EFFECTIVE DATE: 09 / 11 / 2009
COUNTY NAME: MIAMI-DADE	FLOOD ZONE: X	BASE FLOOD ELEVATION : N/A
STATE: FLORIDA		

LEGAL NOTES

This Survey does not reflect or determine ownership; Examination of the Abstract of Title will have to be made to determine Recorded Instruments, if any, affecting the property; This Survey is subject to dedications, limitations, restrictions, reservations or easements of rec.; Legal Description provided by client; The Liability of this Survey is limited to the cost of the Survey; Underground Encroachments, if any, are not shown; This firm has not attempted to locate footing and/or foundations and/or underground improvements of any nature; If shown, Bearings are referred to an Assumed Meridian; If shown, Elevations are referred to National Geodetic Vertical Datum of 1929 (NGVD 1929)

FOR:

FAY PLASNIE CORP.;
TRUSTEE OF THE FAY PLASNIE CORP 2010;
ALI BABA LAND TRUST;
INDEPENDENCE TITLE, INC.;
WESTCOR LAND TITLE INSURANCE COMPANY.

Not valid without the signature
and the original raised seal
of a Florida licensed surveyor
and mapper (LB# 8000)

Date of Field Work 09-26-2019

Arturo R. Toirac PLSM 3102

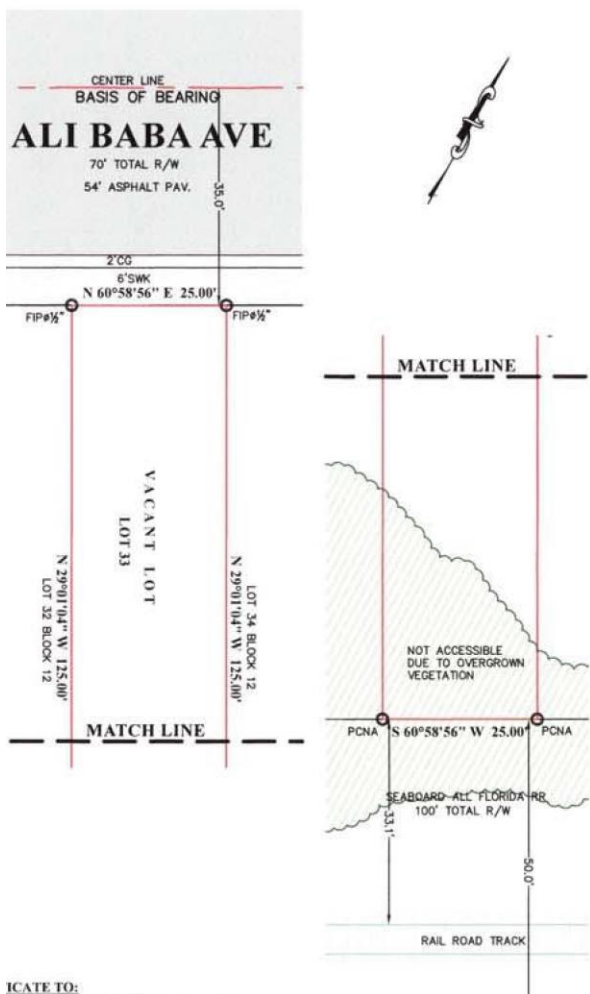
Order No. 19788

LEGEND AND ABBREVIATIONS

A=Arc Length; AC=Air Conditioner; BC=Block Corner; BM=Bench Mark; BOB=Basis Of Bearings; CB=Catch Basin; Cl=Clear; Conc=Concrete; Dr=Drive; E=East; Elev=Elevation; FDH=Found Drill Hole; FIR=Found Iron Rod; FFE=Finished Floor Elevation; FH=Fire Hydrant; FIP=Found Iron Pipe; FN=Found Nail; FT=Feet; LB=Licensed Business; LFE=Lowest Floor Elevation; LP=Light Pole; N=North; NGVD 1929=National Geodetic Vertical Datum of 1929; NTS=Not To Scale; OE=Overhead Cables; OH=Over Hang; Pb=Plat Book; PC=Point of Curvature; PCP=Permanent Control Point; PL=Planter or Property Line; PLS=Professional Land Surveyor; PLSM=Professional Land Surveyor and Mapper; POB=Point Of Beginning; PRM=Permanent Reference Monument; R=Radius; (R)=Recorded Dimension; R/R=Rail Road; R/W=Right Of Way; Sec=Section; T=Tangent; S=South; SIP=Set Iron Pipe With Cap Stamped PLS 3102; UE=Utility Easement; UP=Utility Pole; UTY=Utility; W=West; WF=Wood Fence; WM=Water Meter; WV=Water Valve; C=Centerline; ---=Chain Link; = Concrete Wall; °=Degrees; Δ=Central Angle; Ø=Diameter; ' =Minutes; " =Seconds; = Wood Fence OVERHEAD UTILITY LINE

BOUNDARY SURVEY

SCALE: 1"= 2 0'



ICATE TO:

PROPERTY ADDRESS: VACANT LOT; 20xx ALI BABA AVE OPA LOCKA, FL 33054

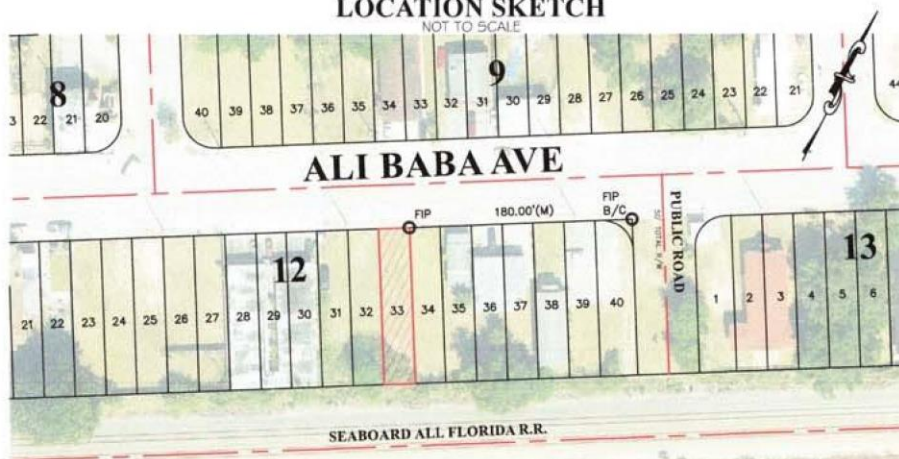
SOURCE OF LEGAL DESCRIPTION: CLIENT

LEGAL DESCRIPTION:

LOT 33 BLOCK 12
 SUBDIVISION MAGNOLIA SUBDIVISION
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40 AT PAGE 80
 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
 FOLIO: 08-2122-003-2150

LOCATION SKETCH

NOT TO SCALE



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS "BOUNDARY SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY SURVEY" MEETS THE INTENT OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120657	136	L	09/11/09	X	N/A

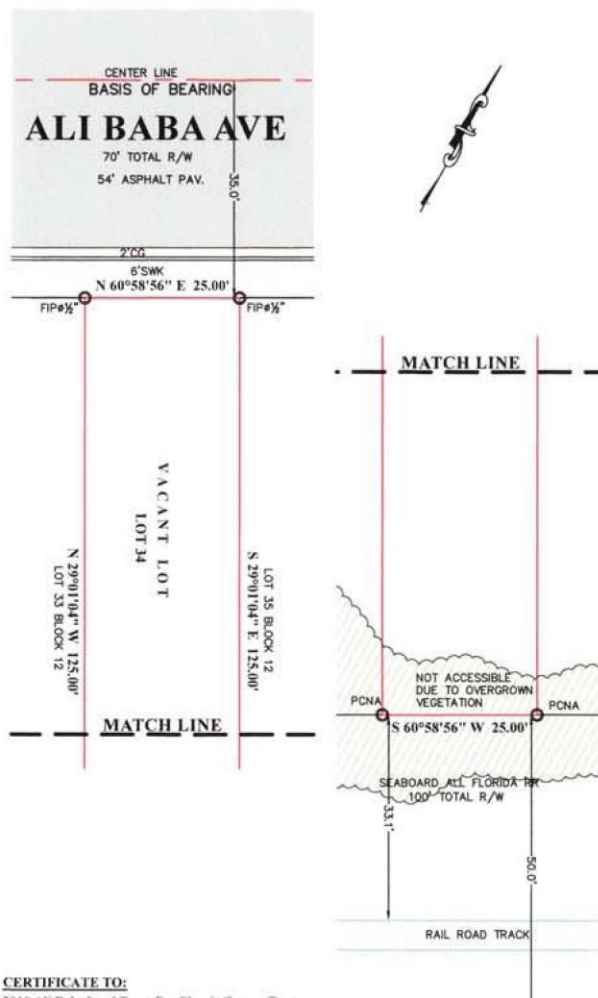
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF FLORIDA LICENCED SURVEYOR AND MAPPER

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP. OWNERSHIP IS SUBJECT TO OPINION OF TITLE. EXAMINATION OF THE ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THE PROPERTY. THIS SURVEY IS SUBJECT TO DEDICATIONS, LIMITATIONS, RESTRICTIONS, RESERVATIONS OR EASEMENTS OF REC. LEGAL DESCRIPTION PROVIDED BY CLIENT. THE LIABILITY OF THIS SURVEY IS LIMITED TO THE COST OF THE SURVEY. THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTING AND/OR FOUNDATIONS AND/OR UNDERGROUND IMPROVEMENTS OF ANY NATURE. LOCATION AND IDENTIFICATION OF UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED.

Arturo R. Toirac
 PLSM 3102 ARTURO R. TOIRAC
 STATE OF FLORIDA

BOUNDARY SURVEY

SCALE: 1" = 20'



CERTIFICATE TO:

TO: ALI BABA LOT TRUST, INC. (Benevolent Trust)

PROPERTY ADDRESS: VACANT LOT; 20xx ALI BABA AVE OPA LOCKA, FL 33054

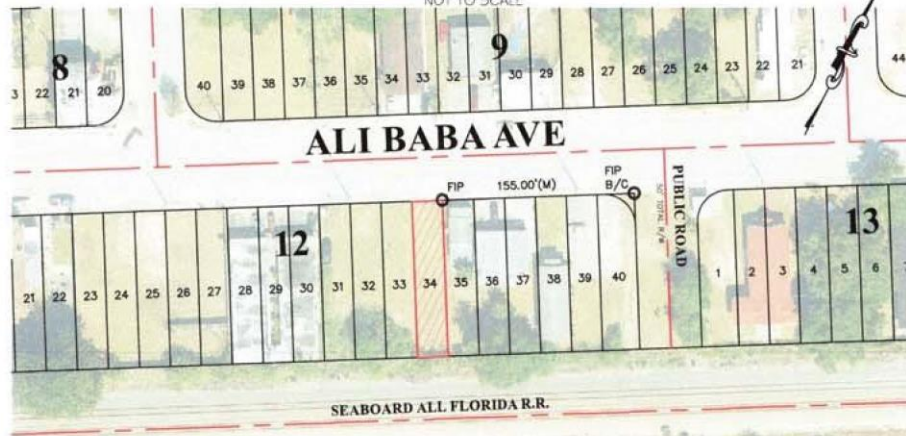
SOURCE OF LEGAL DESCRIPTION: CLIENT

LEGAL DESCRIPTION:

LOT 34 BLOCK 12
 SUBDIVISION MAGNOLIA SUBDIVISION
 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 40 AT PAGE 80
 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
 FOLIO: 08-2122-003-2160

LOCATION SKETCH

NOT TO SCALE



SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "BOUNDARY SURVEY" AND THE MAP OF SURVEY RESULTING THERE FROM WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID "BOUNDARY SURVEY" MEETS THE INTENT OF THE "STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
120657	136	L	09/11/09	X	N/A

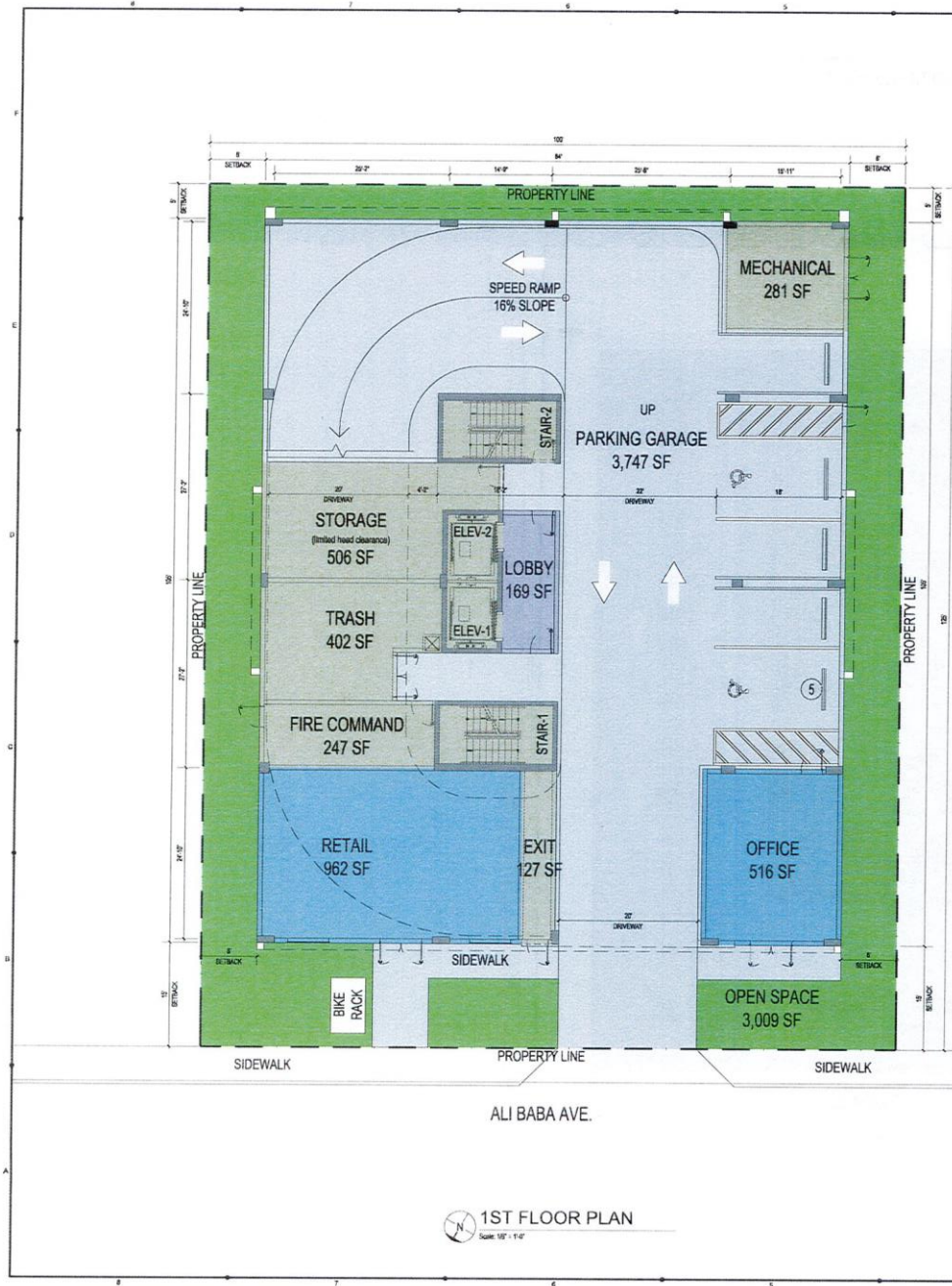
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF FLORIDA LICENCED SURVEYOR AND MAPPER

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Arturo R. Toirac
 PLSM 3102 ARTURO R. TOIRAC
 STATE OF FLORIDA

Appendix B

Ali Baba Apartments Preliminary Site Plan, Zoning / Site Data Table, Elevations and Rendering



DRAWING INDEX

ARCHITECTURE

A101	1ST FLOOR PLAN / INDEX / ZONING DATA / PROJECT DATA / LEGAL DESCRIPTION / PROJECT DESCRIPTION / BUILDING HEIGHT / SITE
A102	2ND-3RD FLOOR PLAN
A103	4TH FLOOR PLAN
A104	5TH-6TH FLOOR PLAN
A105	ELEVATIONS
A106	RENDERINGS

PROJECT DATA

FOLIO: 08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160

LOT AREA	112,000 SF (2.28 ACRES)
NET LOT AREA	112,000 SF (2.28 ACRES)
NET DATA	112,000 SF (2.28 ACRES)
EXISTING USE	UNDEVELOPED LAND
PROPOSED USE	RESIDENTIAL (MIXED-USE) (MIXED-USE)
BUILDING INFO & CLASSIFICATION	UNDEVELOPED LAND
PROPOSED BUILDING TYPE	MIXED-USE (RESIDENTIAL, COMMERCIAL, OFFICE, RETAIL)

SITE / LEGAL DESCRIPTION

AS UNDERSTOOD, THE PROJECT IS LOCATED AT 2000 ALI BABA AVE, OPALOCKA, FL 33054

LEGAL DESCRIPTION:
LOT 1: MARIANNA SUB P6-40-80 LOTS 21 & 22 BLK 10 LOT 21: 60,000 S. 125 ON 201603-2017 0102 1
LOT 2: MARIANNA SUB P6-40-80 LOTS 23 & 24 BLK 10 LOT 23: 60,000 S. 125 ON 201603-2017 0101 1
LOT 3: MARIANNA SUB P6-40-80 LOTS 25 & 26 BLK 10 LOT 25: 60,000 S. 125 ON 201603-2017 0102 2
LOT 4: MARIANNA SUB P6-40-80 LOTS 27 & 28 BLK 10 LOT 27: 60,000 S. 125 ON 201603-2017 0101 1
LOT 5: MARIANNA SUB P6-40-80 LOTS 29 & 30 BLK 10 LOT 29: 60,000 S. 125 ON 201603-2017 0102 2

PROJECT DESCRIPTION

THE PROPOSED 8-STORY MIXED-USE PROJECT CONSIST OF MULTIFAMILY RESIDENTIAL, RETAIL & PARKING COMPONENTS ALONG WITH THE NECESSARY MECHANICAL, SERVICE & STORAGE COMPONENTS FOR FUNCTIONALITY OF THE BUILDING.

AREA BREAKDOWN

SITE AREA	112,000 SF (2.28 ACRES)
BUILDING FOOTPRINT	8,833 SF
STORIES & HEIGHT	8 stories (87' height)
RESIDENTIAL UNIT MIX	
UNIT TYPE	QUANTITY
2BR / 1 BATH	16
3BR / 1.5 BATH	14
TOTAL	30
HABITABLE FLOOR AREA	
RESIDENTIAL	32,312 SF
LOBBY	3,823 SF
COMMERCIAL, RETAIL / Ground Level	169 SF
LEASING OFFICE / Ground Level	942 SF
TOTAL HABITABLE FLOOR AREA	37,246 SF
OUTDOOR AMENITIES	
BALCONIES	775 SF
POOL DECK (JACK, PAVILION, PLANTERS)	0 SF
OPEN GREEN SPACE (Ground Level)	3,009 SF
TOTAL OUTDOOR AMENITIES AREA	3,784 SF
PARKING	
TOTAL PARKING AREAS	26,234 SF
LEVEL 1	3,504 SF
LEVEL 2	3,504 SF
LEVEL 3	3,504 SF
LEVEL 4	3,504 SF
TOTAL PARKING STALLS	32,304
NON-HABITABLE FLOOR AREA	
ELEVATOR SHAFTS	1,422 SF
STAIRWELLS	2,872 SF
Mechanical & Service	1,733 SF
STORAGE	506 SF
ROOF	8,833 SF
TOTAL NON-HABITABLE AREA	12,445 SF
TOTAL GROSS FLOOR AREA	82,209 SF

ZONING DATA

Zoning: S-1 (Mixed Use Overlay District)
Address: 2000 Ali Baba Ave, Opalocka, FL 33054
Folio: LOT 1: 08-2122-003-2140 | LOT 2: 08-2122-003-2150 | LOT 3: 08-2122-003-2160

BUILDING DESCRIPTION	REQUIRED	PROPOSED
LOT OCCUPATION	N/A	12,000 SF (2.28 AC)
LOT AREA	N/A	100 FT
LOT WIDTH	N/A	125 FT
LOT LENGTH	N/A	8,833 SF / 16.7%
LOT COVERAGE	N/A	3,009 SF / 34.1%
FLOOR LOT RATIO	N/A	300X1 (1000X1)
GREEN SPACE	1000X1	300X1 (1000X1)
SETBACK*		
BUILDING SETBACKS		
FRONTAL YARD	15 FT	15 FT
SIDE / REAR STREET	0 FT	N/A
REAR	0 FT	5 FT
BUILDING CONFIGURATION		
BUILDING HEIGHT	8 STORIES	8 STORIES / 87 FT
BUILDING SPAN	N/A	N/A
MAX BUILDING LENGTH	N/A	100 FT
PARKING		
RESIDENTIAL 2BR OR LESS	1.5 SPACES/100 SF	16 SPACES
RESIDENTIAL 3BR OR MORE	2 SPACES/100 SF	14 SPACES
COMMERCIAL	1 SPACES/500 SF	2 SPACES
TOTAL PARKING	34 SPACES	32 SPACES
BICYCLE		
RESIDENTIAL	1 SPACES/100 SF	6 SPACES
COMMERCIAL	1 SPACES/500 SF	1 SPACES
TOTAL BICYCLE PARKING	7 SPACES	7 SPACES



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Planning
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MIAMI, FL 33197
www.thefluxarchitects.com
P: 305.707.8288
LN: AA28003713

Seal of Project Architect

Project Architect: Ali Baba

Project Architect: Ali Baba

Project Architect: Ali Baba

Project Architect: Ali Baba

Project Architect: Ali Baba

Project Architect: Ali Baba

Project Architect: Ali Baba

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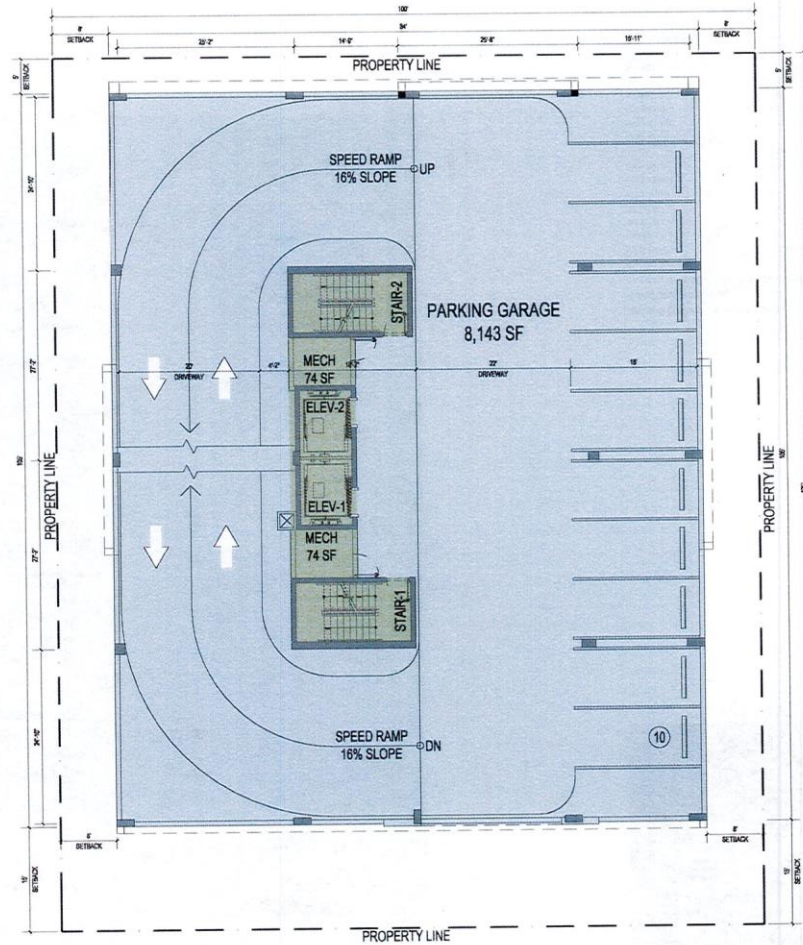
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Project Architect: Ali Baba



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LN: AA28003713

Gen. of Project Architect
Katie Beerman - Architect

Project Name
ALI BABA APARTMENTS

Project Owner
SAY PLASME CORPORATION
610 NW 183RD ST. SUITE 207
MIAMI, FL 33169

Project Number
20020

Street Name
FLOOR PLAN

Street Origin Date
11/20/2020

Street Issue Date
01/20/2021

Revision
No. | Description | Date

Revision
No. | Description | Date

Revision
No. | Description | Date

Revision
No. | Description | Date

Revision
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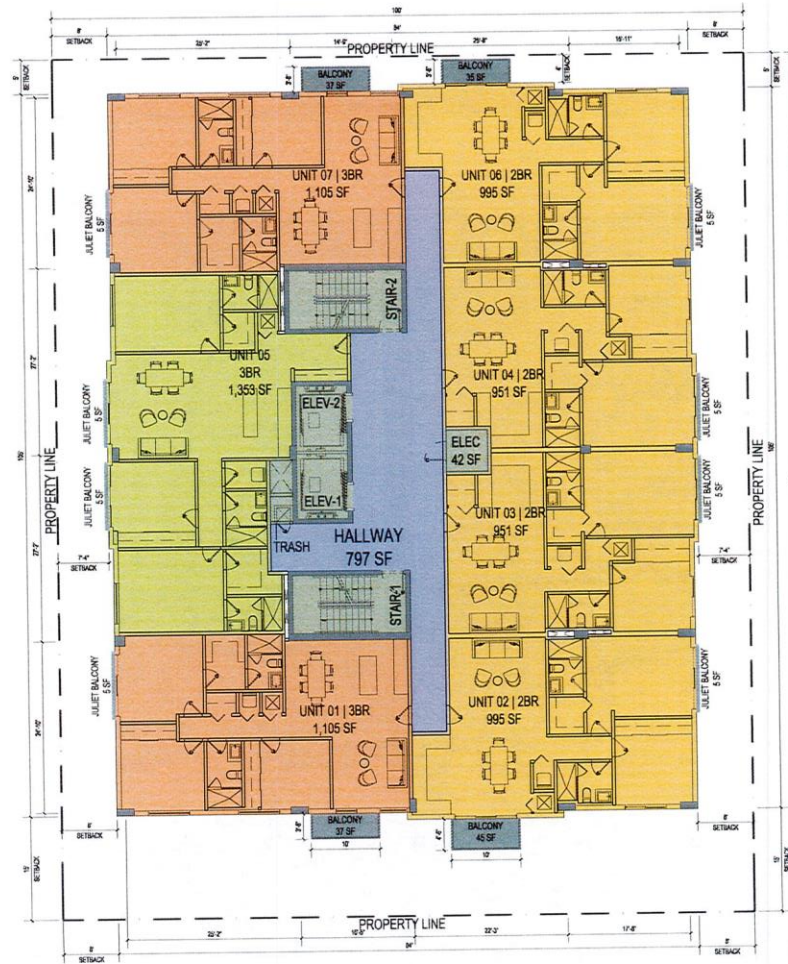
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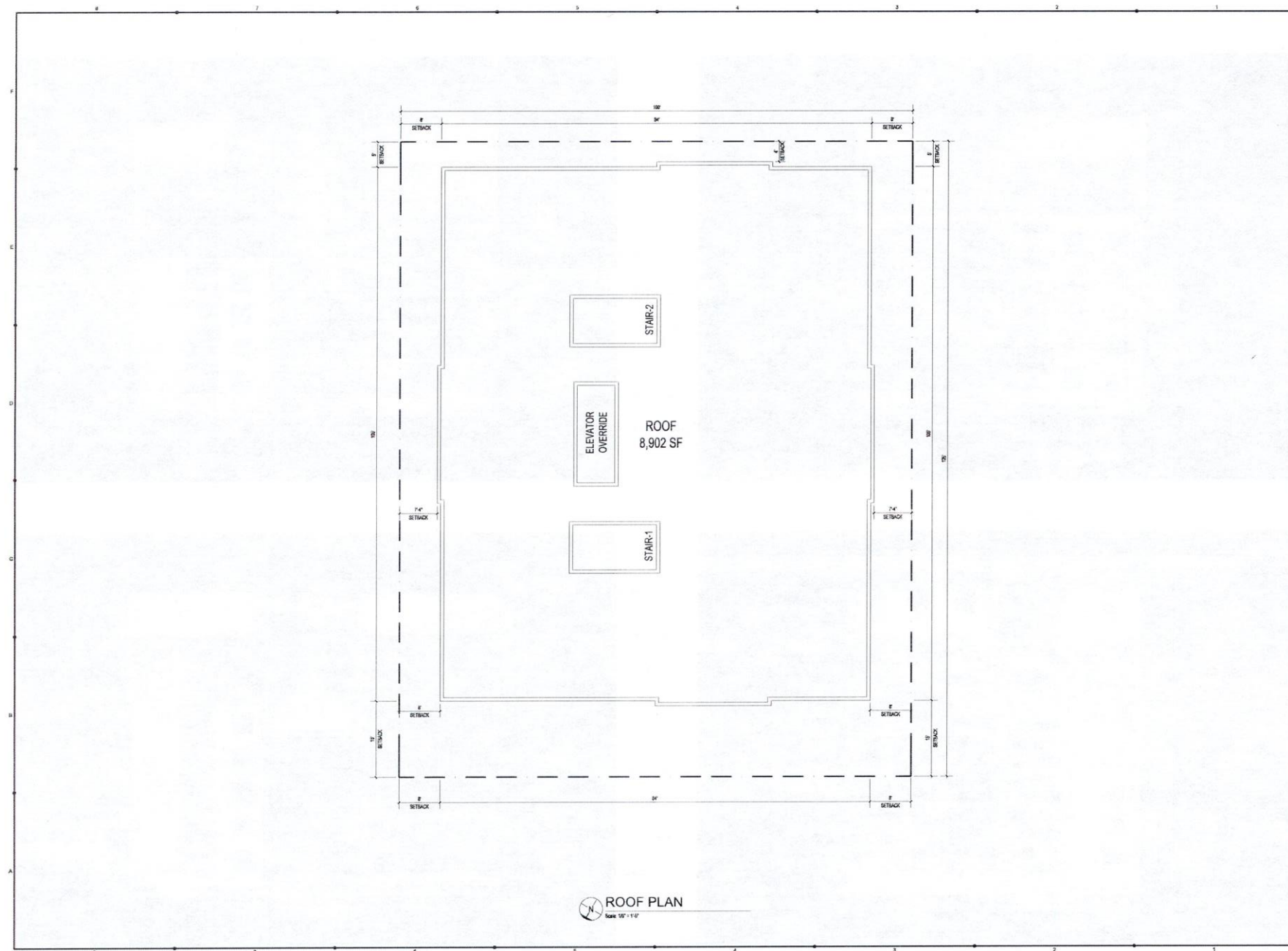


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LN: AA20003715

See of Project Attached		
Know Baymiller / A000003		
Consultants		
Project Name FAY PLASMINE CORPORATION 610 NW 183RD ST. SUITE 207 MIAMI, FL 33169		
Project ALI BABA APARTMENTS		
Project Address 2090 Ali Baba Ave. Opa-Locka, FL 33054		
Project Number 20020		
Project Name FLOOR PLAN		
Project Date 11/20/2020		
Project Issue Date 01/20/2021		
Revision No. Description Date		
Revision 1 01/20/2021		
Revision 2 01/20/2021		
Revision 3 01/20/2021		
Revision 4 01/20/2021		
Revision 5 01/20/2021		
Revision 6 01/20/2021		
Revision 7 01/20/2021		
Revision 8 01/20/2021		
Revision 9 01/20/2021		
Revision 10 01/20/2021		
Revision 11 01/20/2021		
Revision 12 01/20/2021		
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Revision 94 01/20/2021		
Revision 95 01/20/2021		
Revision 96 01/20/2021		
Revision 97 01/20/2021		
Revision 98 01/20/2021		
Revision 99 01/20/2021		
Revision 100 01/20/2021		



5TH-8TH FLOOR PLAN
Scale: 1/8" = 1'-0"



PO BOX 971429
MIAMI, FL 33197
www.thefluxarchitects.com
P: 305.707.8288
LN: AA26003713

Seal of Project Architect	
Project Name: ALI BABA APARTMENTS	
Project Number: 20020	
Project Location: 2090 Ali Baba Ave. Opa-Locka, FL 33054	
Project Date: 11/20/2020	
Project Date: 01/20/2021	
Project Name: FLOOR PLAN	
Project Type: CONCEPT	
Drawn By: ES	
Checked By: ES	
Scale: AS SHOWN	
Sheet Number: A105	



3 EAST ELEVATION

TOP OF PARAPET
89'-0"
ROOF SLAB
87'-0"
8TH FLOOR
79'-0"
7TH FLOOR
69'-0"
6TH FLOOR
59'-0"
5TH FLOOR
49'-0"
4TH FLOOR
39'-0"
3RD FLOOR
29'-0"
2ND FLOOR
19'-0"
1ST FLOOR
0'-0"



1 NORTH ELEVATION



4 WEST ELEVATION

TOP OF PARAPET
89'-0"
ROOF SLAB
87'-0"
8TH FLOOR
79'-0"
7TH FLOOR
69'-0"
6TH FLOOR
59'-0"
5TH FLOOR
49'-0"
4TH FLOOR
39'-0"
3RD FLOOR
29'-0"
2ND FLOOR
19'-0"
1ST FLOOR
0'-0"



2 SOUTH ELEVATION



PO BOX 971429
MIAMI, FL 33197
P: 305.707.8288
LN: AA26003713

Project Name: **ALI BABA APARTMENTS**

Project Address: **2090 Ali Baba Ave., Coral Gables, FL 33136**

Project Number: **20020**

Project Date: **11/20/2020**

Project Issue Date: **01/20/2021**

Project Description: **ELEVATIONS**

Project Type: **CONCEPT**

Project Scale: **AS SHOWN**

Project Sheet Number: **A401**

Appendix C

**Ali Baba Apartments Relevant Excerpts
from the**

ITE Trip Generation Manual (10th Edition)

Land Use: 221

Multifamily Housing (Mid-Rise)

Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have between three and 10 levels (floors). Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), off-campus student apartment (Land Use 225), and mid-rise residential with 1st-floor commercial (Land Use 231) are related land uses.

Additional Data

In prior editions of *Trip Generation Manual*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of vehicle trip data found no clear differences in trip making patterns between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

For the six sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.46 residents per occupied dwelling unit.

For the five sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 95.7 percent of the total dwelling units were occupied.

Time-of-day distribution data for this land use are presented in Appendix A. For the eight general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:00 and 8:00 a.m. and 4:45 and 5:45 p.m., respectively.

For the four dense multi-use urban sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 7:15 and 8:15 a.m. and 4:15 and 5:15 p.m., respectively. For the three center city core sites with 24-hour count data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 6:45 and 7:45 a.m. and 5:00 and 6:00 p.m., respectively.

For the six sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.46 residents per occupied dwelling unit.

For the five sites for which data were provided for both occupied dwelling units and total dwelling units, an average of 95.7 percent of the units were occupied.

The average numbers of person trips per vehicle trip at the five center city core sites at which both person trip and vehicle trip data were collected were as follows:

- 1.84 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.94 during Weekday, AM Peak Hour of Generator
- 2.07 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.59 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 32 dense multi-use urban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.90 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.90 during Weekday, AM Peak Hour of Generator
- 2.00 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.08 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 13 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.56 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.88 during Weekday, AM Peak Hour of Generator
- 1.70 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 2.07 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Delaware, District of Columbia, Florida, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Hampshire, New Jersey, Ontario, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Utah, Virginia, and Wisconsin.

Source Numbers

168, 188, 204, 305, 306, 321, 357, 390, 436, 525, 530, 579, 638, 818, 857, 866, 901, 904, 910, 912, 918, 934, 936, 939, 944, 947, 948, 949, 959, 963, 964, 966, 967, 969, 970

Multifamily Housing (Mid-Rise) (221)

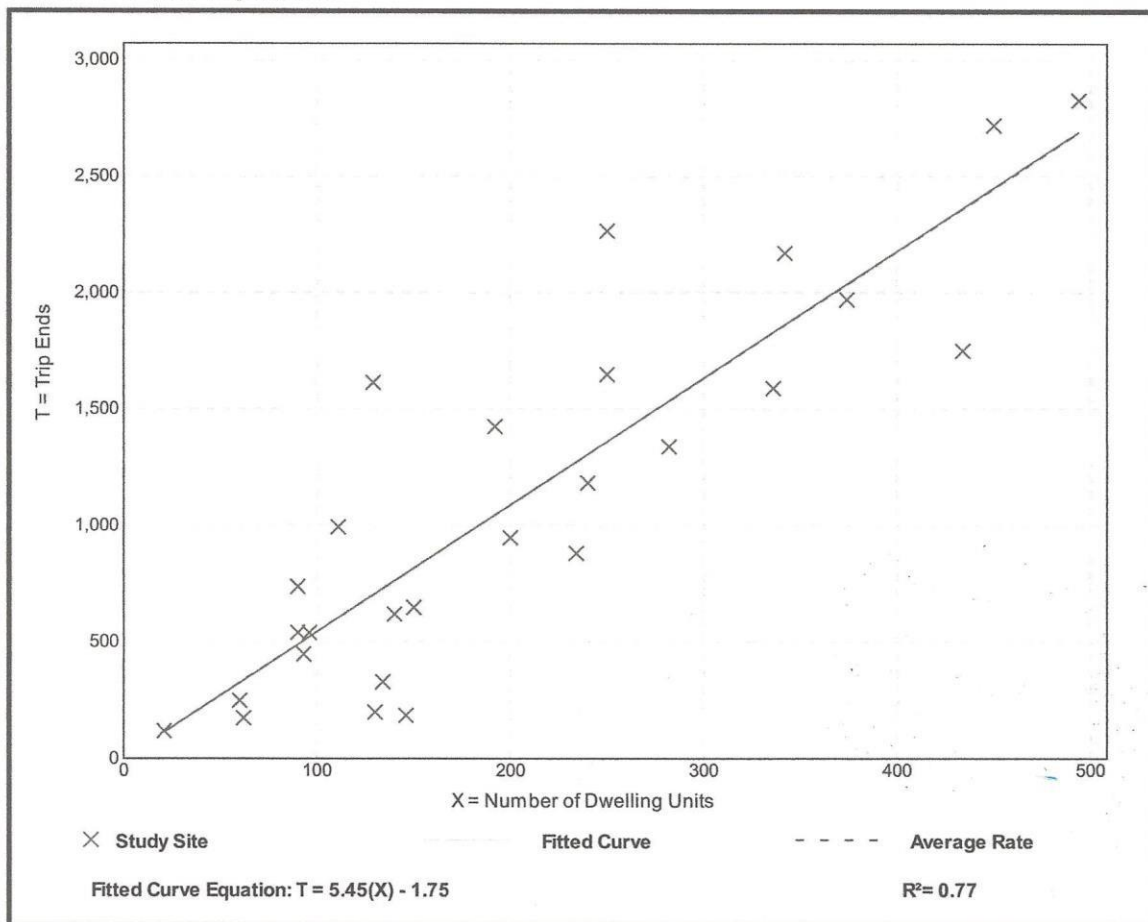
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 27
Avg. Num. of Dwelling Units: 205
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
5.44	1.27 - 12.50	2.03

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 53

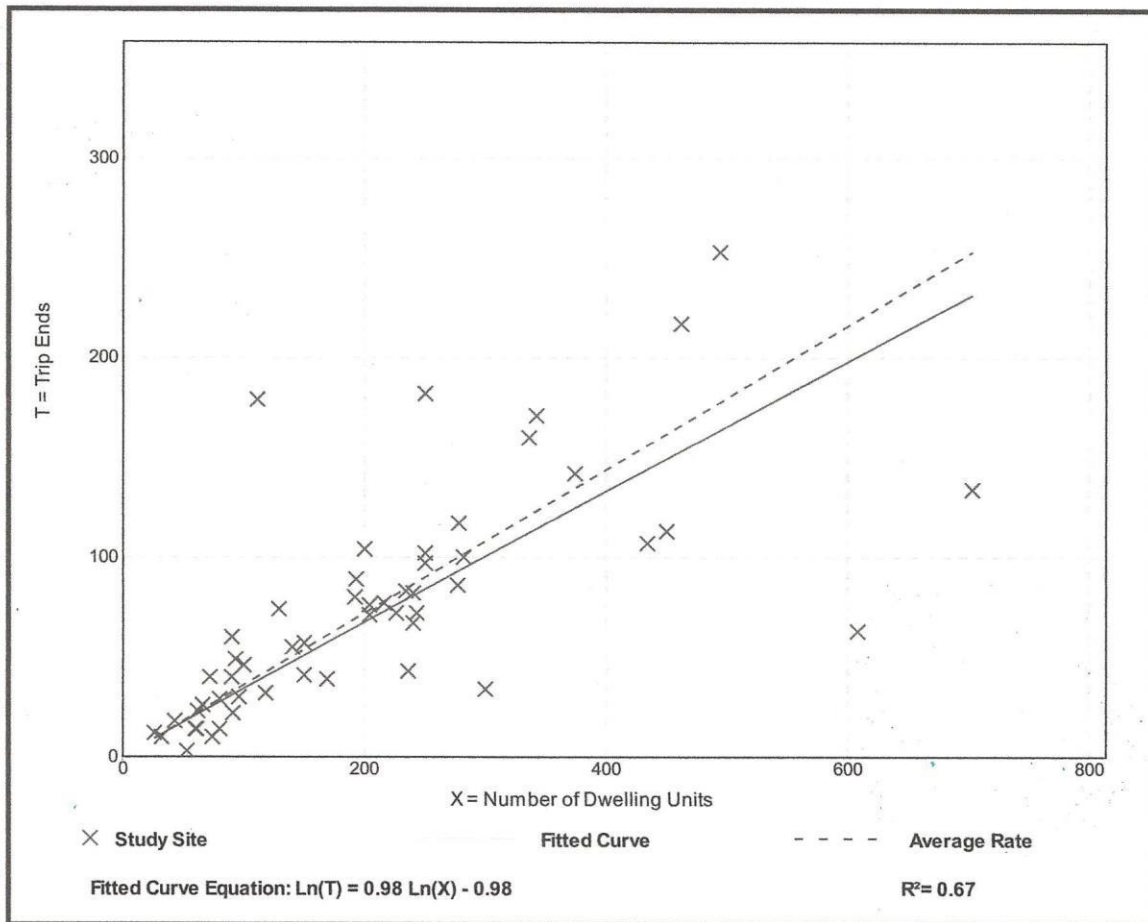
Avg. Num. of Dwelling Units: 207

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.36	0.06 - 1.61	0.19

Data Plot and Equation



Multifamily Housing (Mid-Rise) (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

**Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 60

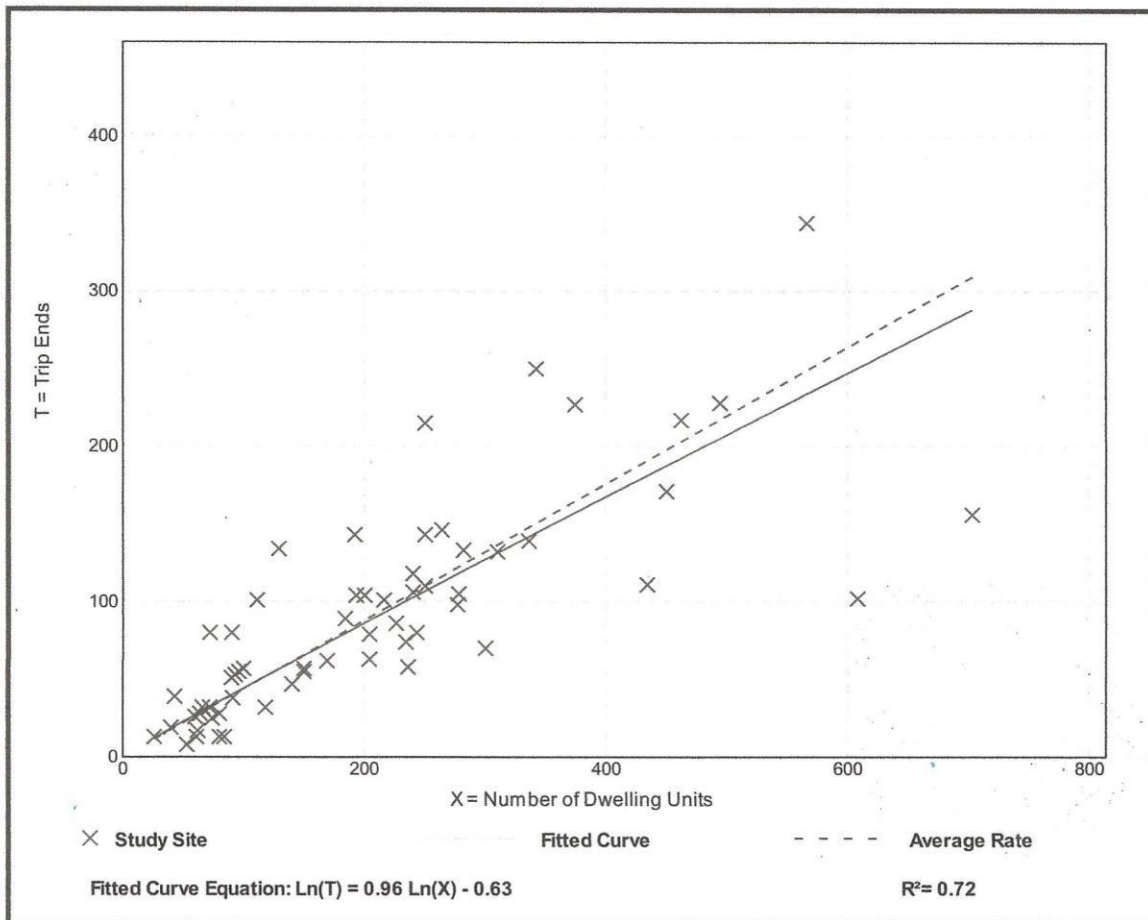
Avg. Num. of Dwelling Units: 208

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.44	0.15 - 1.11	0.19

Data Plot and Equation



Land Use: 820

Shopping Center

Description

A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. A shopping center's composition is related to its market area in terms of size, location, and type of store. A shopping center also provides on-site parking facilities sufficient to serve its own parking demands. Factory outlet center (Land Use 823) is a related use.

Additional Data

Shopping centers, including neighborhood centers, community centers, regional centers, and super regional centers, were surveyed for this land use. Some of these centers contained non-merchandising facilities, such as office buildings, movie theaters, restaurants, post offices, banks, health clubs, and recreational facilities (for example, ice skating rinks or indoor miniature golf courses).

Many shopping centers, in addition to the integrated unit of shops in one building or enclosed around a mall, include outparcels (peripheral buildings or pads located on the perimeter of the center adjacent to the streets and major access points). These buildings are typically drive-in banks, retail stores, restaurants, or small offices. Although the data herein do not indicate which of the centers studied included peripheral buildings, it can be assumed that some of the data show their effect.

The vehicle trips generated at a shopping center are based upon the total GLA of the center. In cases of smaller centers without an enclosed mall or peripheral buildings, the GLA could be the same as the gross floor area of the building.

Time-of-day distribution data for this land use are presented in Appendix A. For the 10 general urban/suburban sites with data, the overall highest vehicle volumes during the AM and PM on a weekday were counted between 11:45 a.m. and 12:45 p.m. and 12:15 and 1:15 p.m., respectively.

The average numbers of person trips per vehicle trip at the 27 general urban/suburban sites at which both person trip and vehicle trip data were collected were as follows:

- 1.31 during Weekday, AM Peak Hour of Generator
- 1.43 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.46 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Jersey, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, and Wisconsin.

Source Numbers

105, 110, 154, 156, 159, 186, 190, 198, 199, 202, 204, 211, 213, 239, 251, 259, 260, 269, 294, 295, 299, 300, 301, 304, 305, 307, 308, 309, 310, 311, 314, 315, 316, 317, 319, 358, 365, 376, 385, 390, 400, 404, 414, 420, 423, 428, 437, 440, 442, 444, 446, 507, 562, 580, 598, 629, 658, 702, 715, 728, 868, 870, 871, 880, 899, 908, 912, 915, 926, 936, 944, 946, 960, 961, 962, 973, 974, 978

Shopping Center (820)

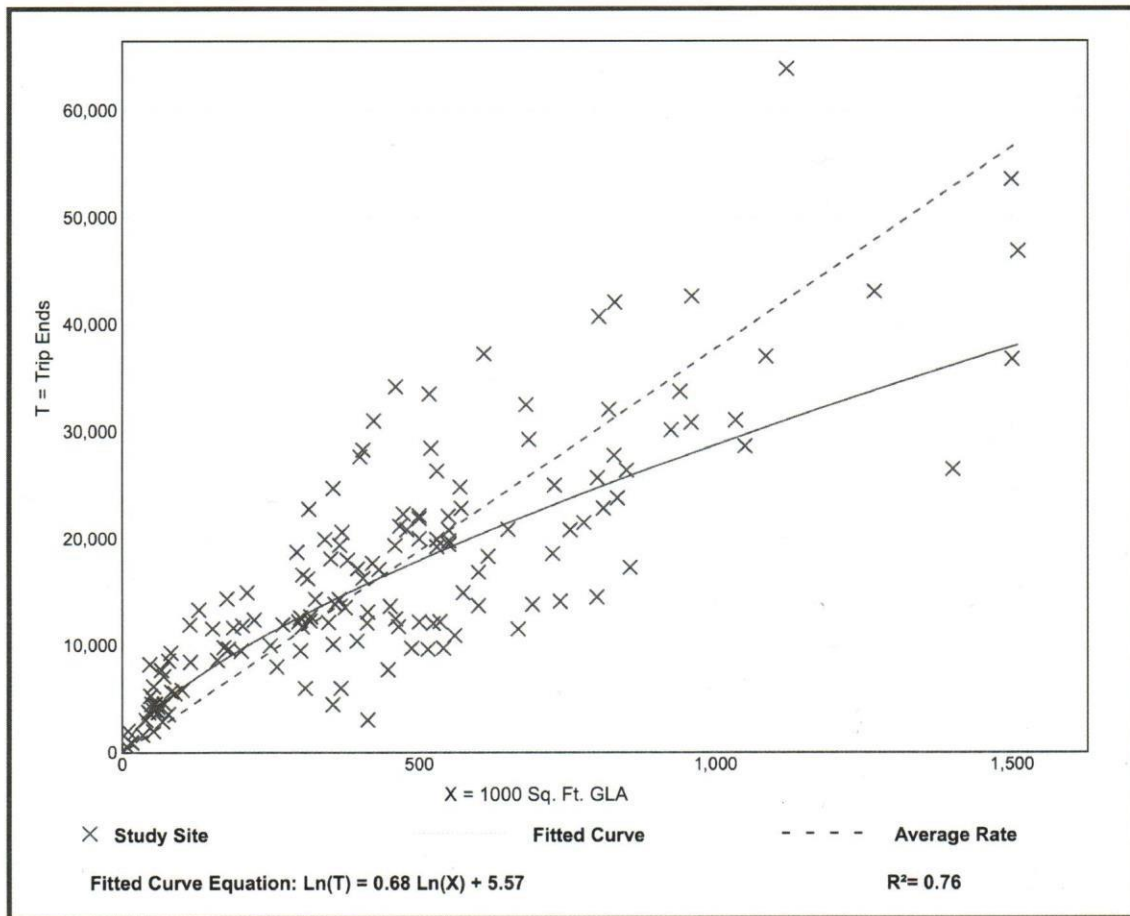
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 147
1000 Sq. Ft. GLA: 453
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
37.75	7.42 - 207.98	16.41

Data Plot and Equation



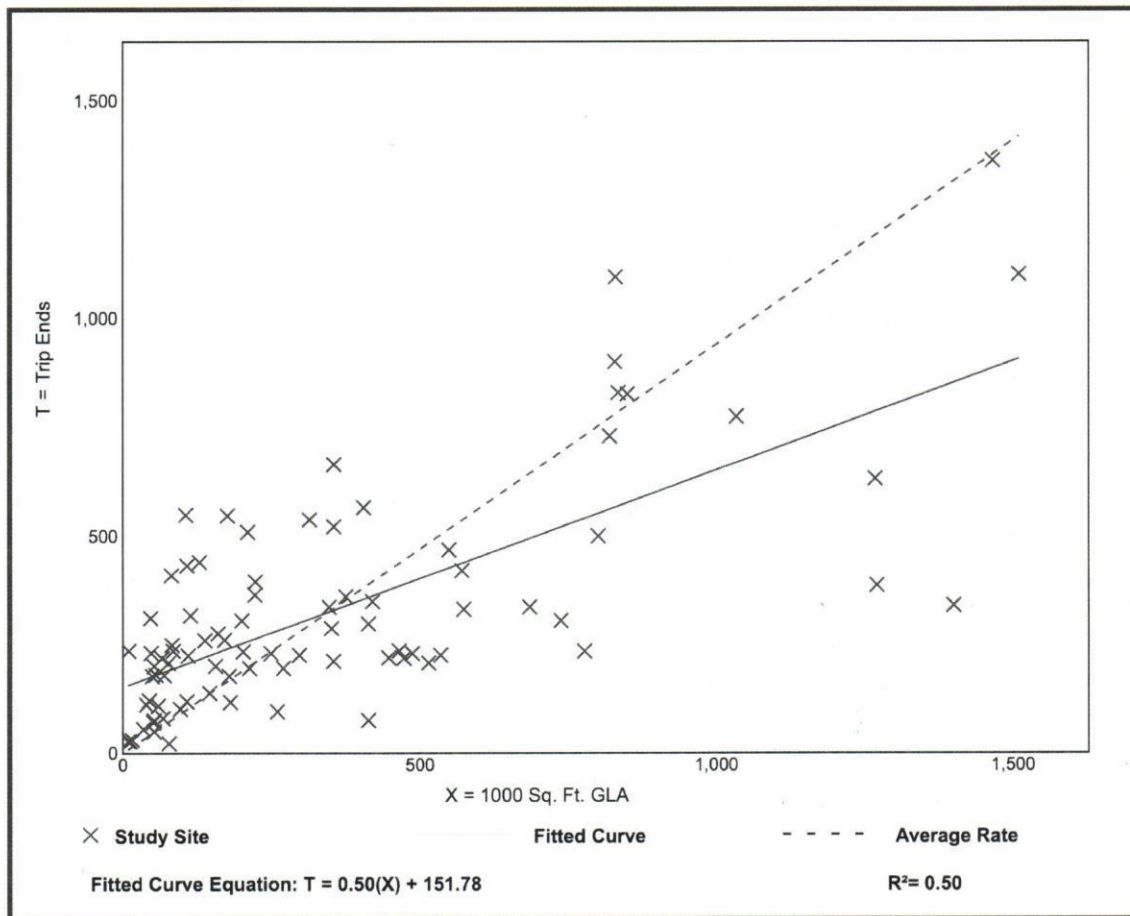
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 84
 1000 Sq. Ft. GLA: 351
 Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
0.94	0.18 - 23.74	0.87

Data Plot and Equation



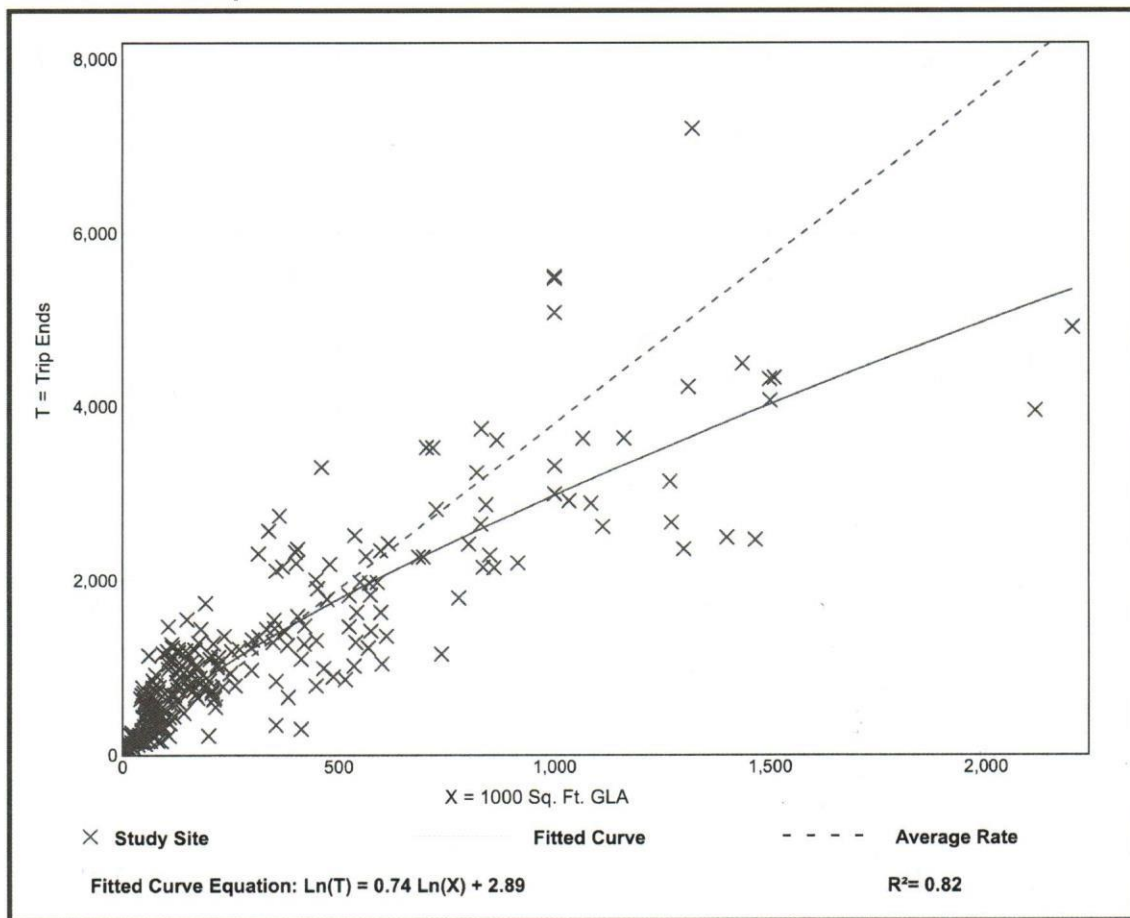
Shopping Center (820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.
 Setting/Location: General Urban/Suburban
 Number of Studies: 261
 1000 Sq. Ft. GLA: 327
 Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.81	0.74 - 18.69	2.04

Data Plot and Equation





Site Plan Checklist Planning and Community Development Department

780 Fisherman Street, Fourth Floor, Opa-locka, FL 33054
305-953-2868 ext. 1503 (tel.)
305-953-3060 (fax)

Contact Information—Developer, Property Owner, or Contractor	
Name of Applicant / Developer / Property Owner (Circle One)	Sean Atkins, Fay Plasnie Corp. as Trustee (Property Owner). Nehemiah Davis (Developer)
Site Address / Location	2050 Ali Baba Avenue, Opa Locka 33054 (approximate) (Property Folio No.# 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160)
Telephone Number	Sean Atkins, (305) 205-7738 Nehemiah Davis, (305) 431-0896
Email Address	ineedproperties@gmail.com Ndavis@dcmdevelopments.com
Date of Application	April 14, 2021

Pre-Application Procedures

Prior to formal application for approval of any site plan, the applicant shall request and attend a mandatory pre-application conference with the appropriate City official(s) in order to become familiar with the City's development regulations and the subdivision process. At the pre-application conference, the applicant may be represented by his or her land planner, engineer and/or surveyor.

Zoning Requirements

A property within the City's corporate limits that is being proposed for development must be properly zoned by the City prior to submission of an application for approval of any site plan. In addition, the proposed development layout or design shown on the proposed site plan must be in conformance with all standards and requirements prescribed in the City's Land Development Code City Ordinance No. 15-31 and Miami-Dade County Subdivision Regulations adopted by City Ordinance No. 85-5

Completeness of Application

Site Plan applications which do not include all required information and materials, as outlined below and per other City policies which may change from time to time, will be considered incomplete, shall not be accepted for official submission by the City, and shall not be scheduled on a Planning Council agenda until the proper information is provided to City officials.

Applicability

Administrative Site plan review and approval shall be required for all nonresidential, mixed-use, townhouse, single-family attached and multi-family residential projects and structures and for any condition of special exception or conditional use as required by the Mayor and City Commission.

Exceptions

Site plan review shall not be required for single-family residential developments, unless the proposed subdivision will include a private amenity, facility or a golf course. In these instances, site plan submission and approval will be required for the private amenity or facility, or the golf course clubhouse/hospitality area.

Site Plan Checklist

The proposed site plan shall show the following information (other physical and engineering data shall be included in the engineering plans or as separate documents):

	Required	N/A	Requested	Provided
1. A title block within the lower right hand corner of the site plan with the proposed name of the project/subdivision, total site acreage, and the location of the property according to the abstract and survey records of Miami-Dade County	X		X	X
2. The name and address of the owner/developer and the land planner, engineer, architect or surveyor responsible for the plan		X	X	X
3. The scale of the drawing (both written and graphic scale)	X		X	X
4. The date the drawing was prepared		X		
5. Zoning			X	X
6. A vicinity or location map showing the location of the proposed development within the City and in relationship to existing roadways	X			X
7. The boundary survey limits of the tract and each proposed lot/tract and scale distances with north clearly indicated	X			X
8. The names of adjacent additions or subdivisions or the name of the owners of record with north clearly indicated and recording information for adjacent parcels of un-platted land, including parcels on the other sides of roads, canals, etc		X	X	X
9. The existing zoning and existing/proposed uses on adjacent land;		X		
10. The location, width and names of all existing or platted streets or other public ways within or adjacent to the tract	X			X
11. Any existing easements, with recording information	X			X
12. Existing buildings	X			
13. Railroad rights-of-way		X		
14. Topography (contours at two-foot intervals) with existing drainage channels or creeks including the 100-year flood plain, if applicable	X			X
15. Any other important natural features, such as wetlands, wildlife habitats, and all substantial natural vegetation	X			X
16. Proposed strategies for tree preservation including showing individual trees or tree masses that will be preserved, and the techniques that will be used to protect them during construction	X			
17. The layout and width (right-of-way lines and curb lines) of existing and proposed thoroughfares, collector streets and/or intersections, and specific configuration of proposed streets		X		
18. Lot/tracts and blocks	X			X
19. Proposed driveways including driveway widths and distances between driveways	X			X
20. Proposed median openings and left turn lanes on future divided roadways and existing and planned driveways on the opposite side of divided roadways must also be shown for coordination and sharing of future median openings		X		
21. Specific locations and footprints of buildings, including but not limited to proposed nonresidential and residential densities	X			X

22. Building heights	X			X
23. Square footages (for multi-tenant or multi-purpose buildings, show square footage for each intended use), massing, orientation		X	X	X
24. Loading/service areas (including proposed screening)	X			X
25. Recycling containers, compactors & dumpster enclosures	X	X		X
(including proposed screening)				
26. Pedestrian walkways		X		
27. Parking areas (including parking ratio calculations)	X			
28. Any proposed sites for parks, schools, public facilities, public or private open space	X			X
29. Flood plains/drainage ways	X			X
30. All proposed and existing utilities, easements and drainage structures	X			X
31. Traffic Impact Statement	X			
32. Retention/detention ponds with proposed aesthetic treatments	X			X
33. Screening walls; fences	X			X
34. Signage location	X			X
35. Fire lanes and fire hydrants	X			X
36. Lighting		X	X	X
37. Visibility easements		X	X	X
38. Other pertinent development related features		X	X	X
trees to be planted, and irrigation plans, if required		X		
Tree Ordinance 10-03 For removal, relocation, or maintenance standards for trees.				
40. Color building façade (elevation) plans showing elevations with any attached (wall-mounted) signage to be used, as determined appropriate by the City Manager, or his/her designee.	X			X

Effect of Approval

The approval of a site plan shall be effective for a period of twelve (12) months beyond the date that the plan was approved by the City Commission. If this is not accomplished, then the approved site plan shall be deemed to have expired and shall become null and void.

Revisions to Approved Site Plan

Minor Revisions/Amendments – It is recognized that final architectural and engineering design may necessitate minor changes in the approved site plan. In such cases, the City Manager, or his/her designee, shall have the authority to approve minor modifications to an approved site plan and which shall be submitted as an “amended site plan,” which substantially conforms to the previously approved site plan, provided that such modifications do not significantly change traffic circulation, building location(s) on the site, proximity of building(s) to nearby residential areas, increase the size or height of building(s), or any other conditions specifically attached as part of the City Council’s approval of the site plan. Submission materials and requirements for approval of an amended site plan shall be as determined by the City Manager or his/her designee. If the City Manager, or his/her designee, refuses to approve an amended site plan, then the applicant shall re-submit the amended site plan as a “revised site plan”, whereupon the revised site plan shall be scheduled for consideration by the Planning Council and City Commission

Major Revisions – In the event of revisions that are more extensive in nature and do not conform to the description for minor amendments above, a “revised site plan” must be resubmitted, reviewed by the City Manager, or his/her designee, and reconsidered by the Planning Council and City Commission.

Developer’s Agreement – A Developer’s agreement may be required for all development except for single-family homes or duplexes pursuant to Section 4.16 of City Ordinance No. 86-8.

Applicant's
Name

Sean Atkins

Address

610 NW 143rd St #207, Miami, FL 33169

Signed.



Date

4/14/2021

My signature certifies that I have been provided with a copy of the site plan checklist and have also had a pre-conference meeting with the Planning and Community Development staff.

Reviewed by Planning Staff -

Date of Pre-Conference Meeting -

Date of Site Plan Review -

OPA-LOCKA, FL 33054 | FOLIO: 08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160



T: 786-302-7693



Consultants
CIVIL ENGINEER:
ZEPHYR ENGINEERING
HOLLYWOOD, FL
P: 786-302-7693 E: wzephyreng@gmail.com

Project Client
FAY PLASNIE CORPORATION
610 NW 183RD ST. SUITE 207
MIAMI, FL 33169

Project
**ALI BABA
APARTMENTS**

Project Address:
**2050 Ali Baba Ave.
Opa-Locka, FL 33054**

Project Number: 20020
Sheet Name: COVER

Sheet Origin Date:
11/20/2020

Sheet Issue Date:
04/14/2021

[illegible]

Submittal Type: **SITE PLAN REVIEW 100%**

Drawn By:
ES

Checked By:
ES

Scale:
AS SHOWN

Sheet Number:

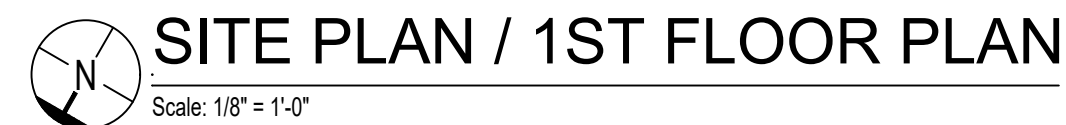
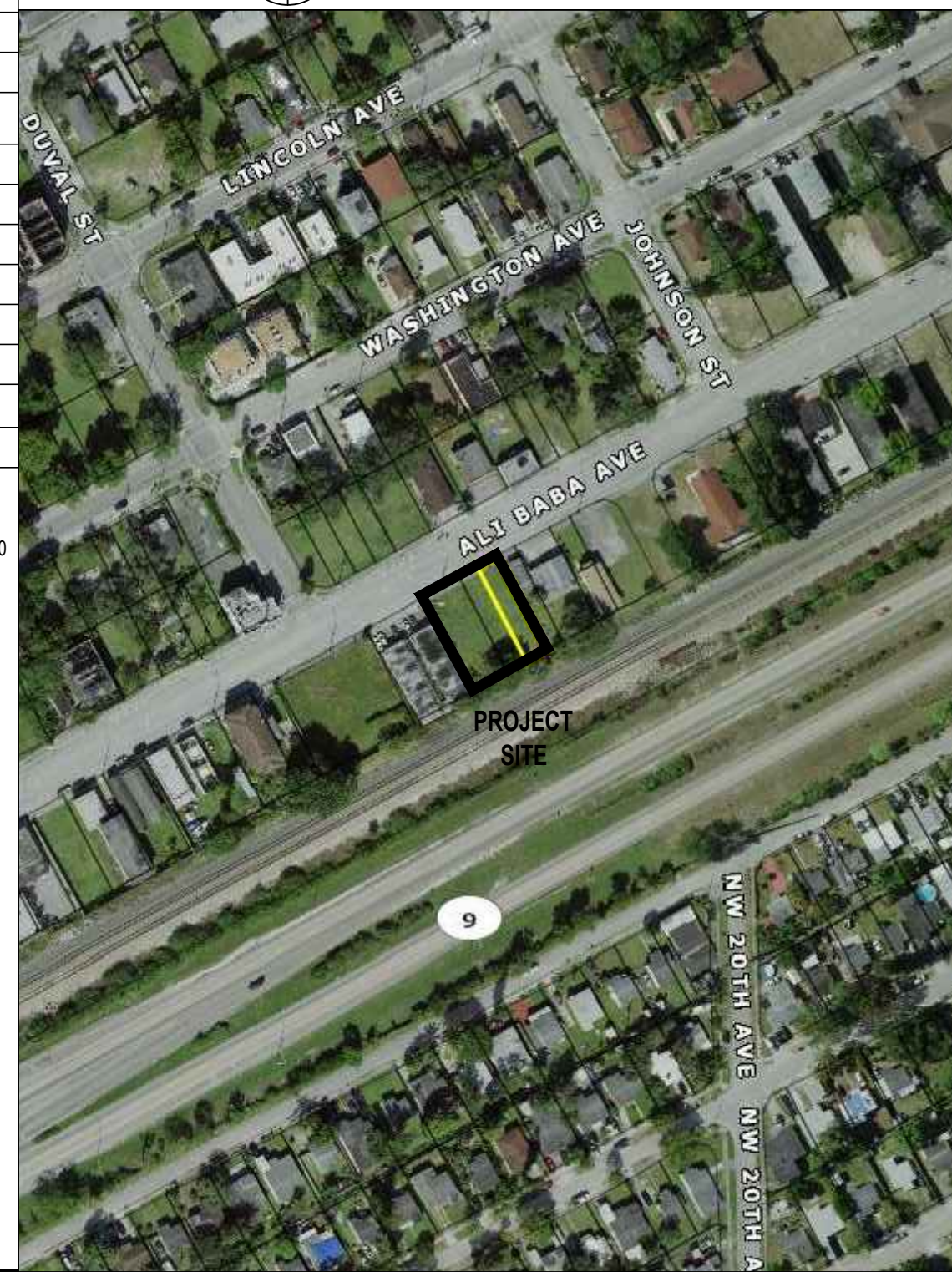
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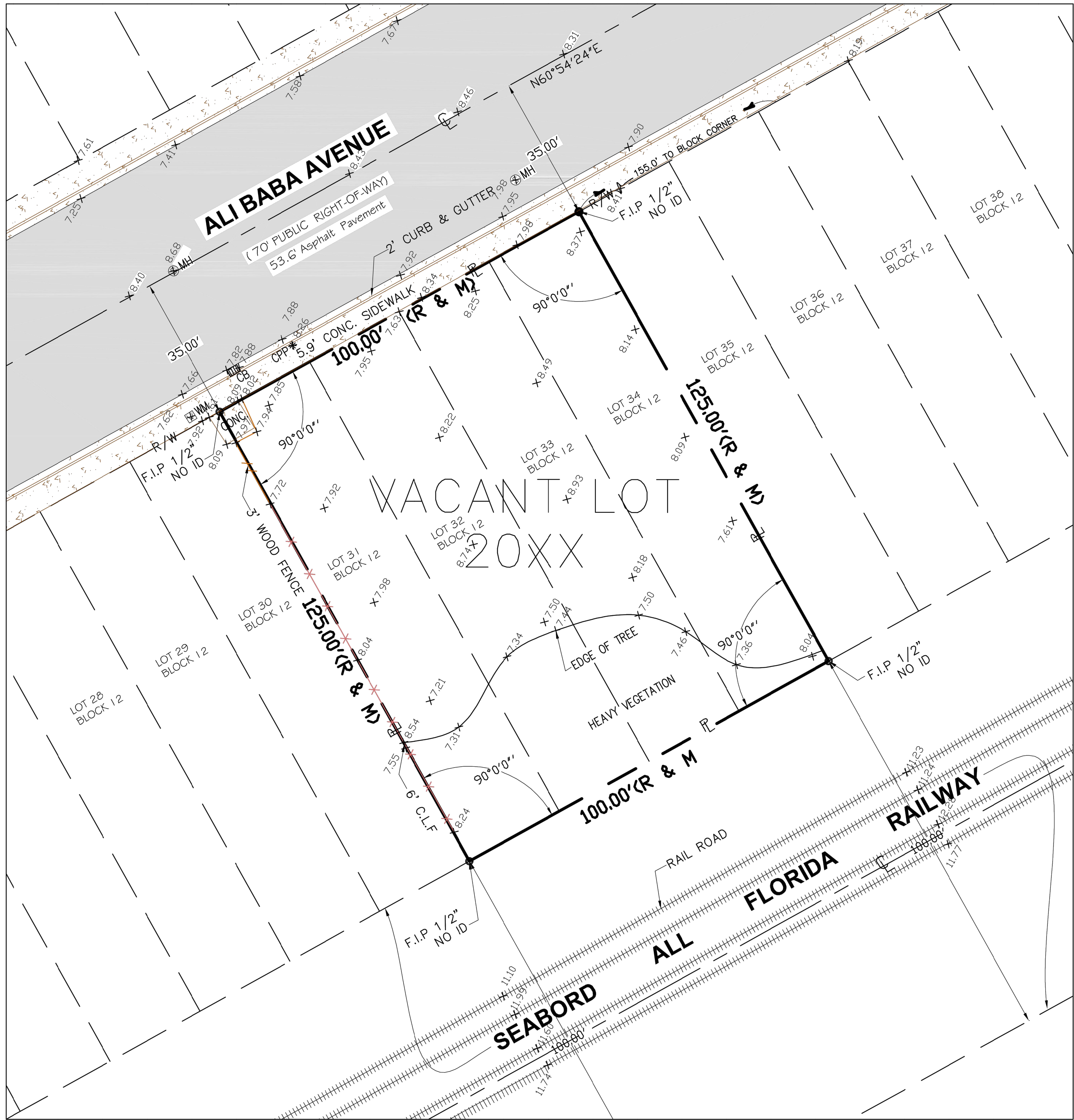
1102192

AREA BREAKDOWN	
SITE AREA	12,500 SF (0.287 ACRES)
BUILDING FOOTPRINT	8,635 SF
STORIES & HEIGHT	8 stories 89' height
RESIDENTIAL UNIT MIX	
UNIT TYPE	QUANTITY
2BR 973 SF	16
3BR 1,196 SF	14
TOTAL	30
HABITABLE FLOOR AREA	
RESIDENTIAL	32,312 SF
HALLWAY CIRCULATION	3,623 SF
LOBBY	169 SF
COMMERCIAL RETAIL Ground Level	962 SF
LEASING OFFICE Ground Level	516 SF
TOTAL HABITABLE FLOOR AREA	37,582 SF
OUTDOOR AMENITIES	
BALCONIES	776 SF
POOL DECK (deck, pool, planters)	0 SF
OPEN GREEN SPACE (ground level)	3,009 SF
TOTAL OUTDOOR AMENITIES AREA	3,785 SF
PARKING	
TOTAL PARKING AREAS	25,376 SF
LEVEL 1	5 Stalls
LEVEL 2	10 Stalls
LEVEL 3	10 Stalls
LEVEL 4	7 Stalls
TOTAL PARKING STALLS	32 Stalls
NON-HABITABLE FLOOR AREA	
ELEVATOR SHAFTS	1,432 SF
STAIRWELLS	2,872 SF
MECHANICAL & SERVICE	1,753 SF
STORAGE	506 SF
ROOF	8,902 SF
TOTAL NON-HABITABLE AREA	15,465 SF
TOTAL GROSS FLOOR AREA	82,208 SF

SOUTH: RAILROAD (FDOT)

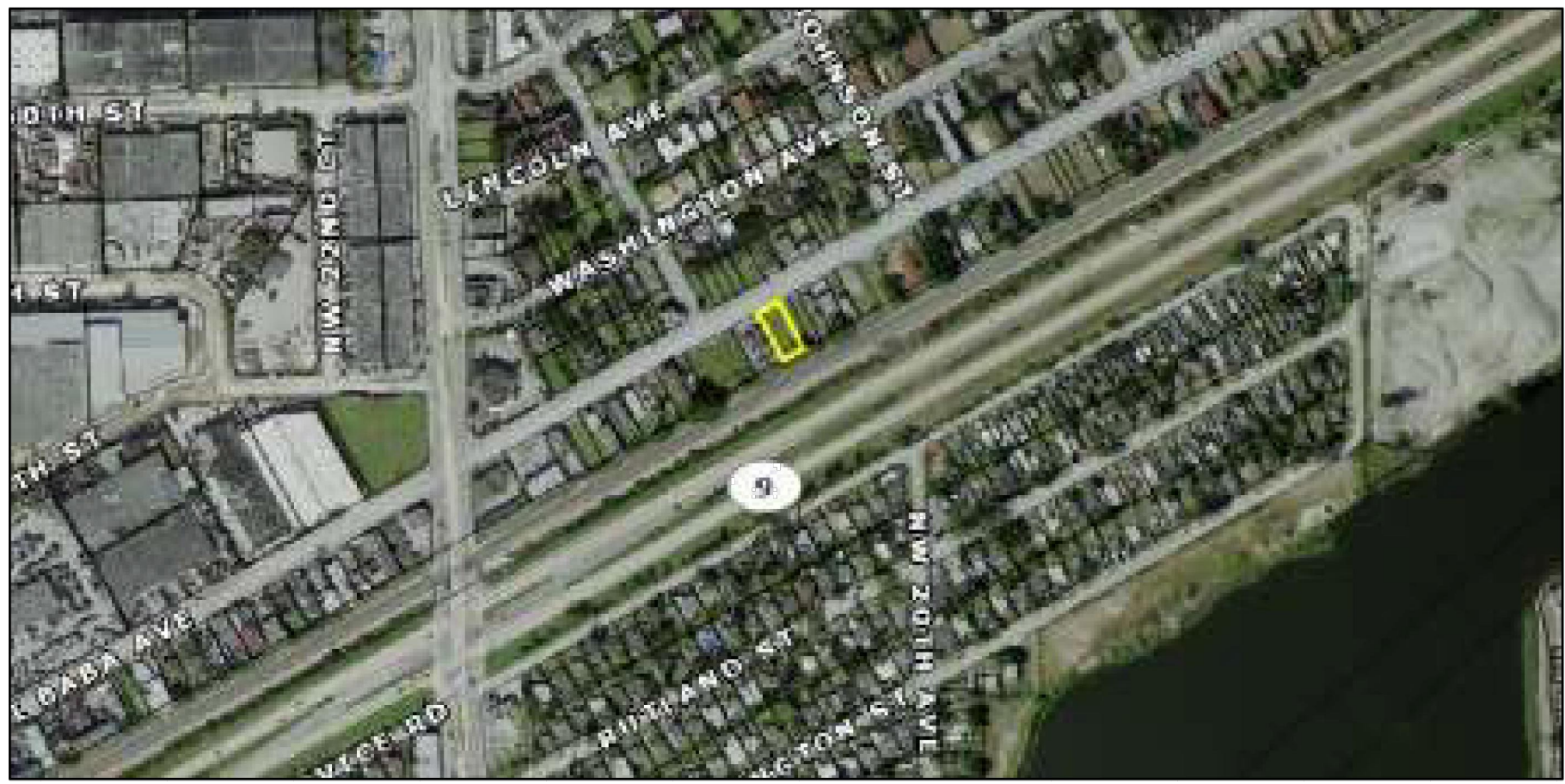
THE PROPOSED 8 STORY MID-RISE (TOP HABITABLE FLOOR <75' ABOVE GROUND LEVEL FIRE STAGING AREA) MIXED-USE PROJECT CONSIST OF MULTI-FAMILY RESIDENTIAL, RETAIL & PARKING COMPONENTS ALONG WITH THE NECESSARY MECHANICAL, SERVICE & STORAGE COMPONENTS FOR FUNCTIONALITY OF THE BUILDING.





ABBREVIATIONS AND LEGEND

PL. = PROPERTY LINE	PG. = PAGE	F.I.P.= FOUND IRON PIPE	—X— CLF = CHAIN LINK FENCE
F.E. = FLOOR ELEVATION	SEC. = SECTION	F.N. = FOUND NAIL	—X—X—X— = WOOD FENCE
(M) = MEASURED	R. = RADIUS	F.N.D.= FOUND NAIL & DISK	—●— = IRON FENCE
(R) = RECORD	C. = CENTER LINE	CONC. = CONCRETE	⊙ WPP = WOOD POWER POLE
NO ID.= NO IDENTIFICATION NUMBER	P.B. = PLAT BOOK	4.56 = EXISTING ELEVATION	⊙ = SIGN
N.T.S.= NOT TO SCALE	(D) = DEED	RES. = RESIDENCE	⊙ FH = FIRE HYDRANT
CB = CATCH BASIN	4.56 = EXISTING ELEVATION	BLDG. = BUILDING	⊙ EB = ELECTRIC BOX
R/W = RIGHT OF WAY		==== C.B.S. WALL	⊙ CPP = Conrete Power Pole



LEGAL DESCRIPTION:

LOT 31 and 32, Block 12, of MAGNOLIA SUBDIVISION to OPA LOCKA, according to the Plat thereof as recorded in Plat Book 40, at Page 80, of the Public Records of Miami Dade County, Florida.

LOT 33 and 34, Block 12, MAGNOLIA SUBDIVISION, according to the Map or Plat thereof as recorded in Plat Book 40, at Page(s) 80, of the Public Records of Miami Dade County, Florida.

SURVEYOR'S NOTES:

- 1) The above captioned Property was surveyed and described based on the above Legal Description: Provided by Client.
- 2) The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on the plat and the same, if any may not be shown on this section.
- 3) Bearings shown hereon are based on an assumed Meridian and referenced on the CENTERLINE OF ALI BABA AVENUE, Bearing N60°54'24"E.
- 4) Ownership subject to opinion of the Title.
- 5) Underground utilities are not depicted hereon.
- 6) Underground portions of Footings, Foundations or other improvements were not located.
- 7) Zoning and Setbacks are not verified by this survey.
- 8) Fence ownership not determined by this survey.
- 9) Flood Elevation Information:
Community: 120657 CITY OF OPA-LOCKA
FIRM Panel: 12086C0136L
Flood Zone: X Base Flood Elevation: N/A. Date of FIRM: 09/11/2009 Suffix: L
- 10) Elevation shown hereon are relative to the NORTH AMERICAN VERTICAL DATUM 1988(N.A.V.D.88) of mean sea level and are based on a Benchmark supplies by the engineering department of MIAMI DADE COUNTY.
Benchmark used: B-65-2 NEW Elevation: 9.125' (N.A.V.D.88).
- 11) The minimum relative distance accuracy for this type of Survey is 1 foot in 7,500 feet. The accuracy obtained by measurement and calculation of closed geometric figures was found to exceed this requirement.
Well-identified features as depicted on the Survey Map were measured to an estimated horizontal positional accuracy of 1/10 foot.
- 12) Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- 13) Roof overhang not located unless otherwise shown.
- 14) Underground improvements and/or underground encroachments not shown unless otherwise indicated.

ENCROACHMENT NOTES:

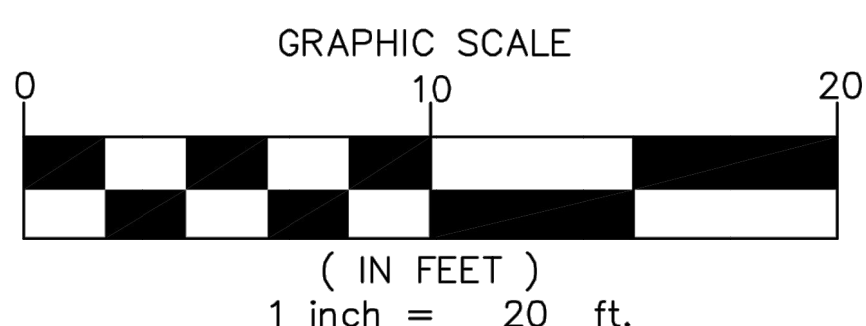
There are no above ground encroachments, other than those shown hereon.

CERTIFICATE NOTE:

I hereby certify that the BOUNDARY SURVEY hereon was completed under my direction on March 22, 2021 and that said survey is true and correct to the best of my knowledge and belief. There are no above ground encroachments, other than those shown hereon.
I further certify that this survey meets the STANDARDS OF PRACTICE set forth by the FLORIDA BOARD OF SURVEYORS AND MAPPERS in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027 Florida State Statutes.

CERTIFICATE TO:

Davis, Consulting and Management INC.
Date of Field Work: 03/22/2021



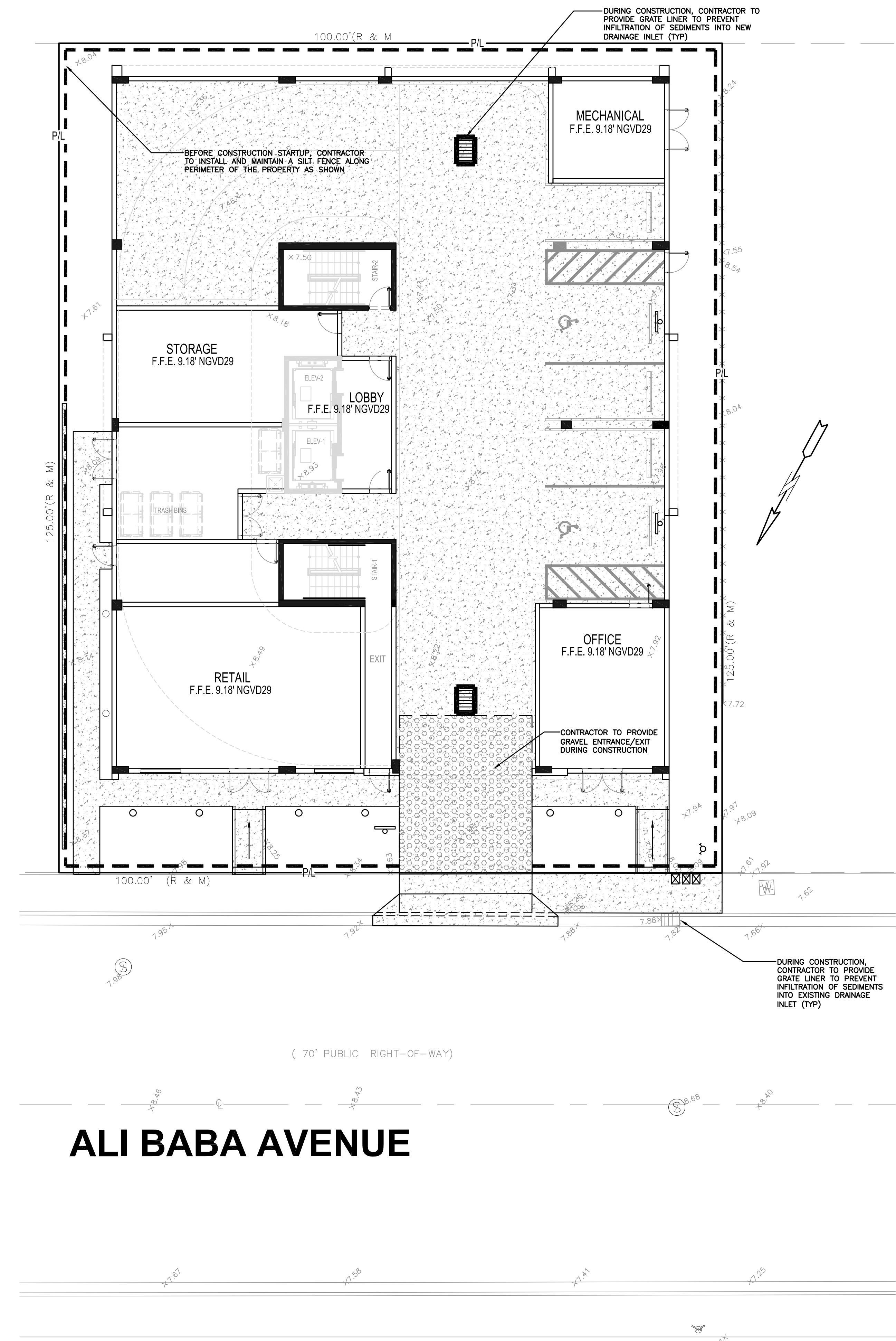
LEVEL-TECH SURVEYORS, LLC.
777 NW 72ND AVENUE,
SUITE 3002,
MIAMI FL, 33126.
TEL:305.261.8483
LB # 7154

LAND SURVEYORS * LAND PLANNERS

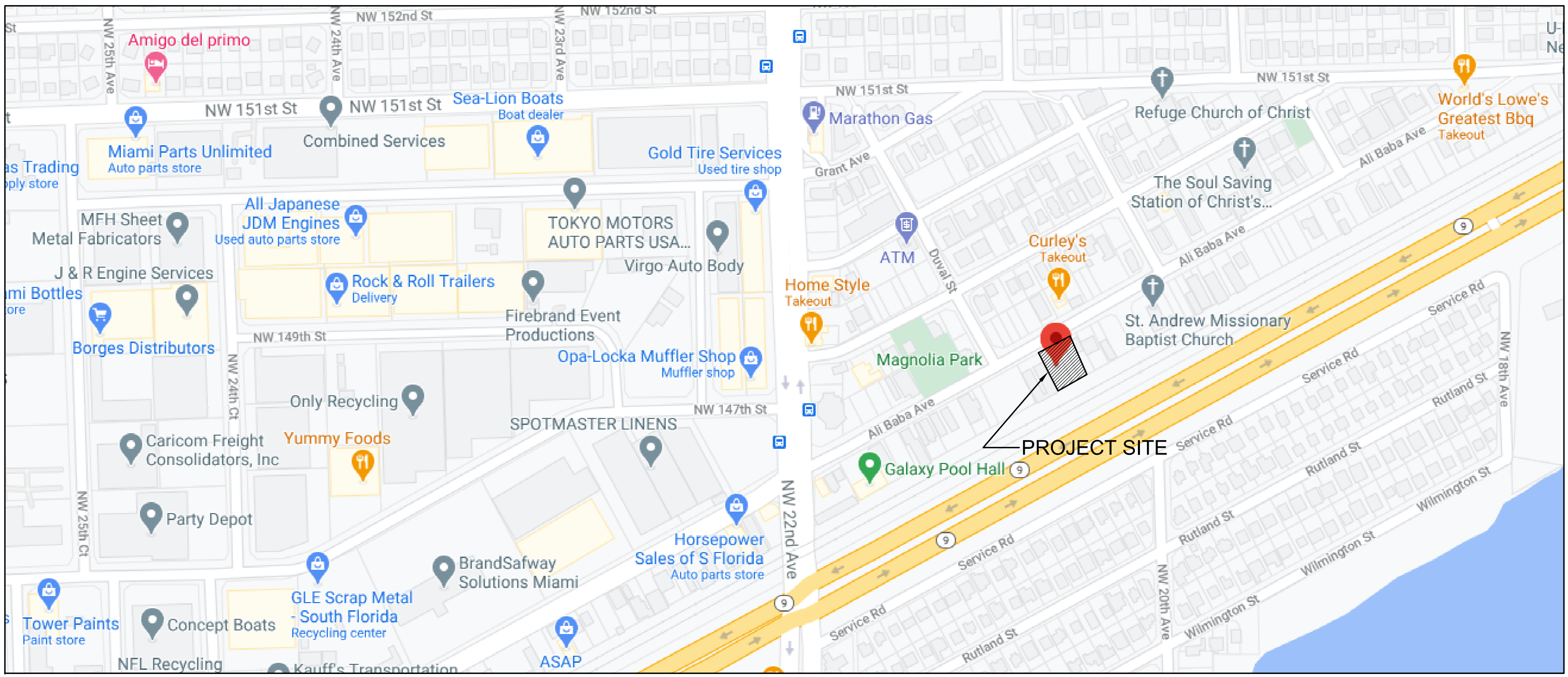
DRAWINGS ARE THE PROPERTY OF LEVEL-TECH SURVEYORS, LLC, AND MAY NOT BE USED BY CLIENT ON OTHER PROJECTS EXCEPT BY AGREEMENT IN WRITING AND WITH THE APPROPRIATE COMPENSATION TO LEVEL-TECH SURVEYORS, LLC

NAME AND TYPE OF PROJECT:		BOUNDARY SURVEY	
PROJECT LOCATION:		20XX ALI BABA, OPA-LOCKA, FL. 33054	
CLIENT:		CLIENT TELEPHONE:	CLIENT ADDRESS:
		Davis, Consulting and Management INC.	
FILE PATH:			
SCALE:		1"=20'	
DATE:		03/22/2021	
DRAWN BY:		OG	
FIELD BOOK:		PH 21-03-9557	
PROJECT No:		LT 21-03-9557	
SHEET: 1			
OF 1		SHEETS	

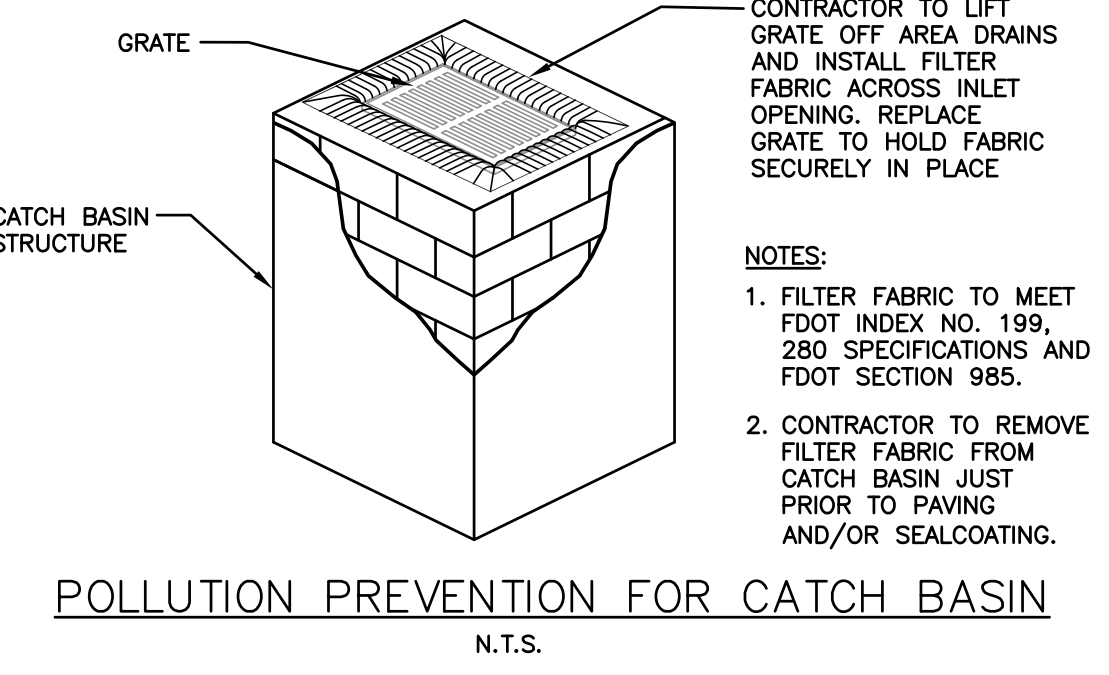
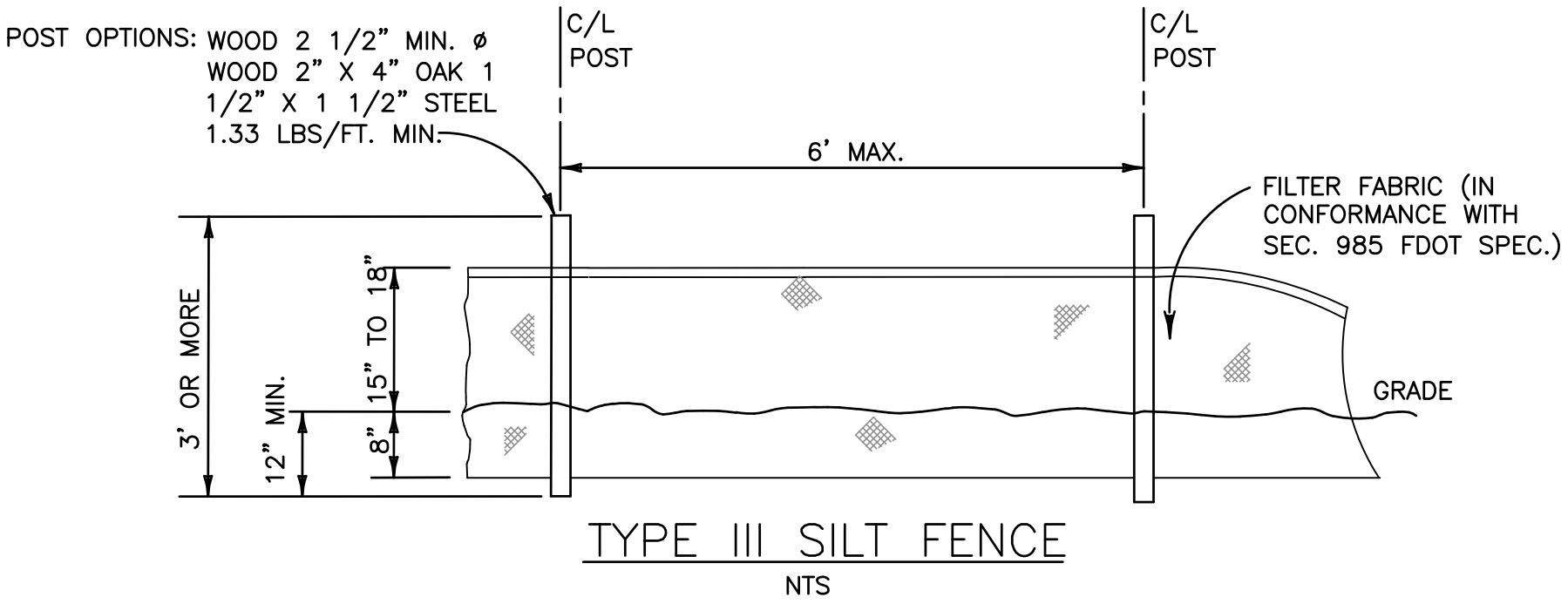
ALL ELEVATIONS ARE REFERENCED TO NGVD29 VERTICAL DATUM



ALI BABA AVENUE



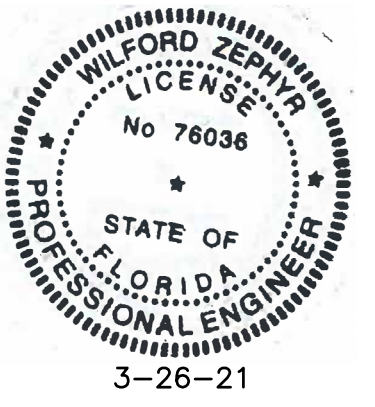
- BMP NOTES:**
1. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
 2. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
 3. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORMWATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
 4. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
 5. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN THIRTY (30) DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
 6. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
 7. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
 8. PROPERTIES AND WATER WAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
 9. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
 10. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
 11. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.



- LEGEND**
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONC. PAVEMENT
 - PROPOSED GRADE
 - EXISTING ELEVATION
 - PROPOSED WATER METER
 - PROPOSED BACKFLOW PREVENTER
 - PROPOSED DOUBLE DETECTOR CHECK VALVE
 - PROPOSED FIRE DEPT. CONNECTION

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WILFORD ZEPHYR ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



EROSION & SEDIMENT CONTROL PLAN

SCALE: 1"=10'

REVISIONS	
NO.	DATE

ZEPHYR ENGINEERING
WILFORD ZEPHYR, P.E.
HOLLYWOOD, FL
(786) 302-7693
wzephyr@gmail.com
CA#: 31158

ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

P.E.#: 76036

DATE: 3/23/21

SCALE: 1"=10'

SHEET NO.: C1

1 OF 5

PROJECT NO.: 21-16

WATER TABLE ELEVATION=1.5' NAVD88 (PER
BROWARD COUNTY FUTURE WATER TABLE MAP)



- 1) CONTRACTOR MUST NOTIFY ZEPHYR ENGINEERING OF THE START OF CONSTRUCTION DATE PRIOR TO START OF CONSTRUCTION. ZEPHYR ENGINEERING WILL NOT CERTIFY ANY CONSTRUCTION THAT WAS NOT INSPECTED BY ZEPHYR ENGINEERING, OR ZEPHYR ENGINEERING'S AUTHORIZED REPRESENTATIVE.
- 2) PRIOR TO CONSTRUCTION, CONTRACTOR RESPONSIBLE TO FIELD VERIFY ALL EXISTING ELEVATIONS.
- 3) CONTRACTOR MUST COORDINATE PROPOSED IMPROVEMENTS SHOWN ON CIVIL PLANS WITH EXISTING SITE CONDITIONS & PROPOSED PLANS BY THE OTHER DESIGN PROFESSIONALS PRIOR TO CONSTRUCTION. CONTRACTOR MUST ALSO VERIFY THAT THERE ARE NO DISCREPANCIES BETWEEN THE WATER, SEWER & DRAINAGE PLANS THAT MAY CAUSE CONFLICTS PRIOR TO CONSTRUCTION. CONTACT ZEPHYR ENGINEERING IF DISCREPANCIES EXIST.
- 4) PRIOR TO CONSTRUCTION, CONTRACTOR RESPONSIBLE TO DOCUMENT EXISTING CONDITIONS ON AND AROUND THE PROJECT AREA, INCLUDING THE R.O.W. AND ADJACENT PROPERTIES. IT'S RECOMMENDED THAT CONTRACTOR TAKE PHOTOGRAPHS & VIDEOS TO CLEARLY DOCUMENT CONDITIONS PRIOR TO CONSTRUCTION. CONTRACTOR RESPONSIBLE TO REPAIR ALL DAMAGES CAUSED BY OR AS A RESULT OF THE PROPOSED CONSTRUCTION.
- 5) ALL ROOF DRAINS MUST BE CONNECTED TO THE ONSITE DRAINAGE SYSTEM.
- 6) CONTRACTOR TO REFER TO ARCHITECTURAL PLANS FOR SITE PLAN LAYOUT AND DIMENSIONS.
- 7) EXISTING UTILITIES SHOWN ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR'S RESPONSIBLE TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR TO BE AWARE THAT THERE MAY BE SOME EXISTING UTILITIES ON OR ADJACENT TO THE PROJECT SITE THAT MAY NOT BE SHOWN ON THE CIVIL PLANS, AND CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY THOSE UTILITIES AS WELL. CONTRACTOR RESPONSIBLE FOR RELOCATION OF EXISTING UTILITIES THAT CONFLICTS WITH PROPOSED CONSTRUCTION.

	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONC. PAVEMENT
	PROPOSED GRADE
	EXISTING ELEVATION
	PROPOSED WATER METER
	PROPOSED BACKFLOW PREVENTER
	PROPOSED DOUBLE DETECTOR CHECK VALVE
	PROPOSED FIRE DEPT. CONNECTION

[illegible]

HOLLYWOOD, FL
(786) 302-7693
wzephyreng@gmail.com
CA#: 31158

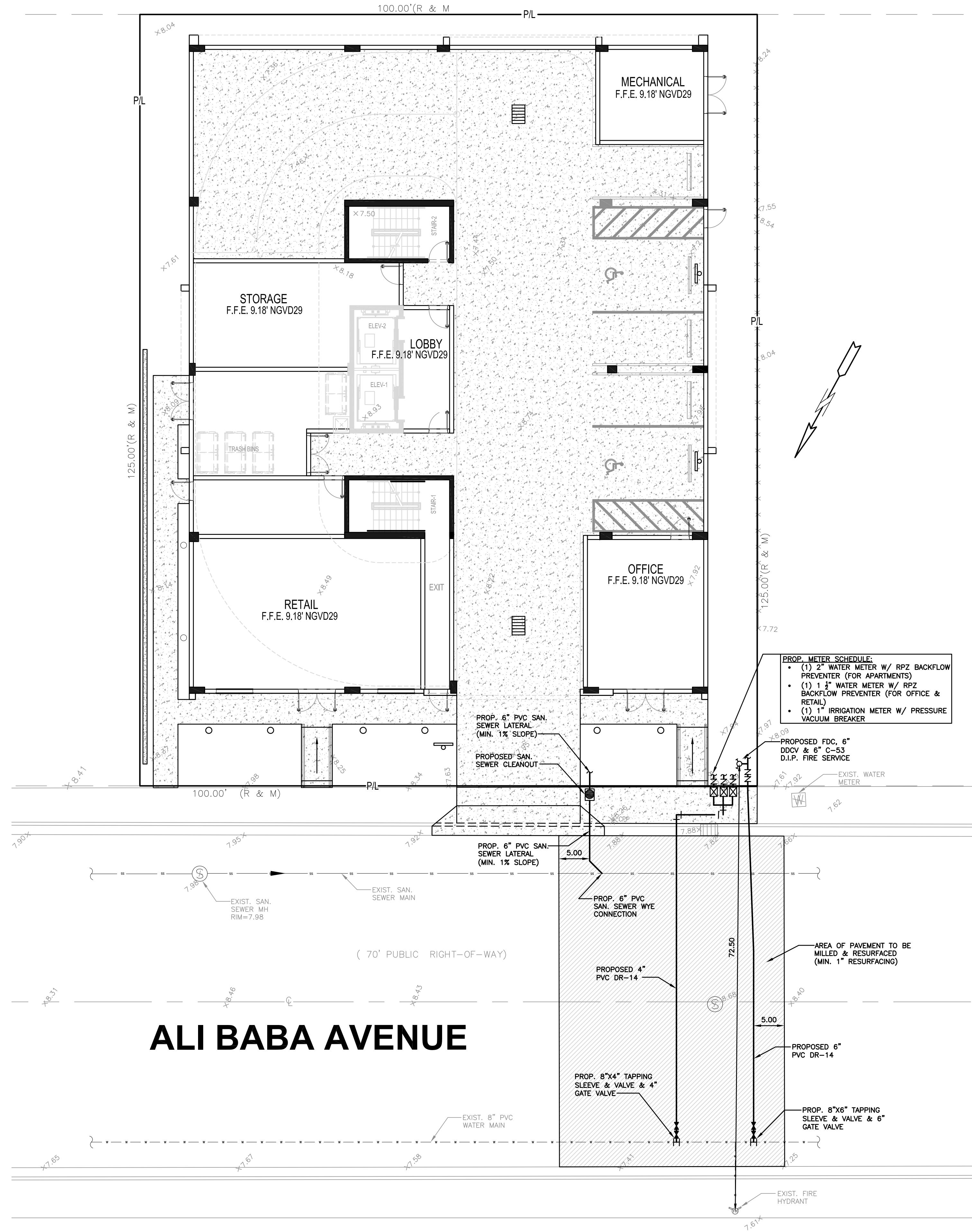


ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

2 OF 5

SCALE: 1"=10'

ALL ELEVATIONS ARE REFERENCED
TO NGVD29 VERTICAL DATUM

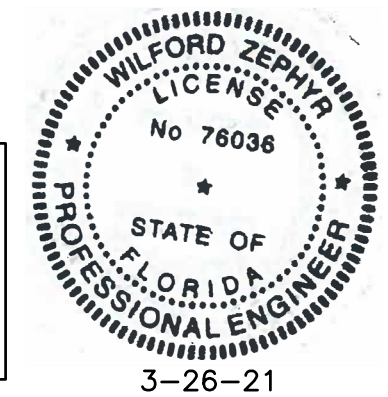


LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONC. PAVEMENT
- PROPOSED GRADE
- EXISTING ELEVATION
- PROPOSED WATER METER
- PROPOSED BACKFLOW PREVENTER
- PROPOSED DOUBLE DETECTOR CHECK VALVE
- PROPOSED FIRE DEPT. CONNECTION

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WILFORD ZEPHYR ON THE DATE ADJACENT TO THE SEAL.

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SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED
ON ANY ELECTRONIC COPIES.



PRELIMINARY WATER & SEWER PLAN

SCALE: 1"=10'

REVISIONS

NO.	DATE	DESCRIPTION

ZEPHYR ENGINEERING
WILFORD ZEPHYR, P.E.
HOLLYWOOD, FL
(786) 302-7693
wzephyreng@gmail.com
CA# 31158

ZE

ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

P.E.#: 76036

DATE: 3/23/21

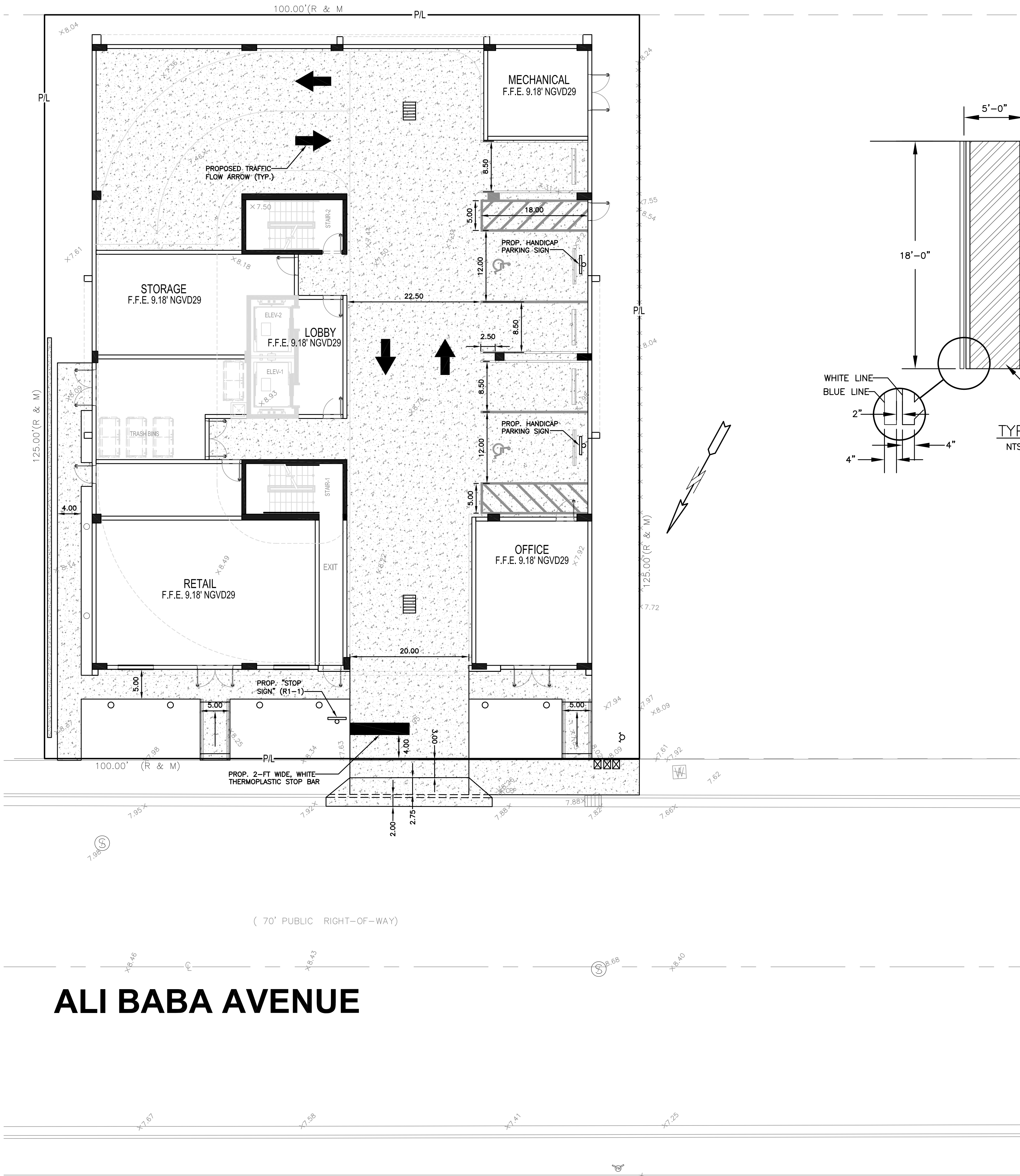
SCALE: 1"=10'

SHEET NO.:

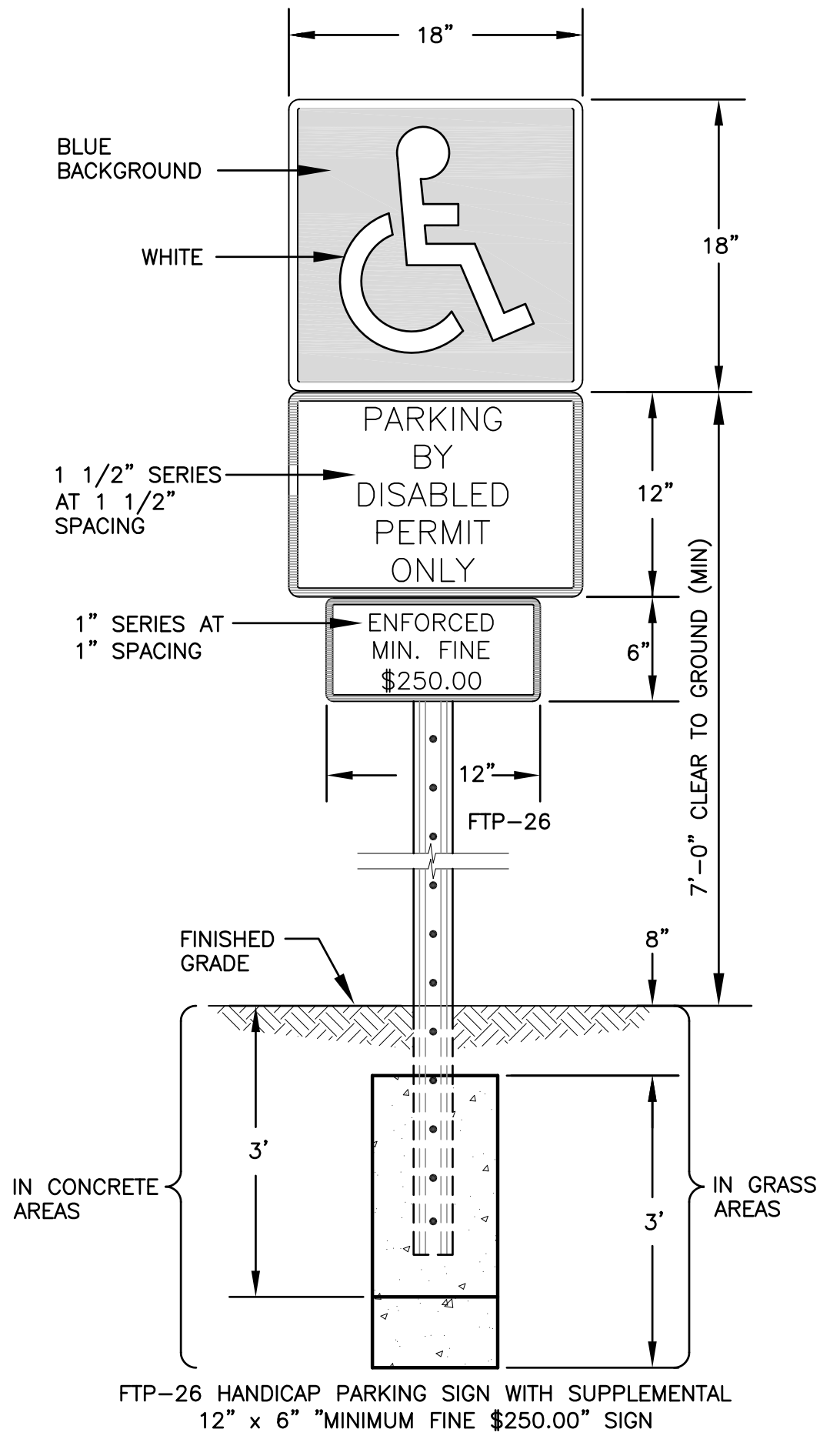
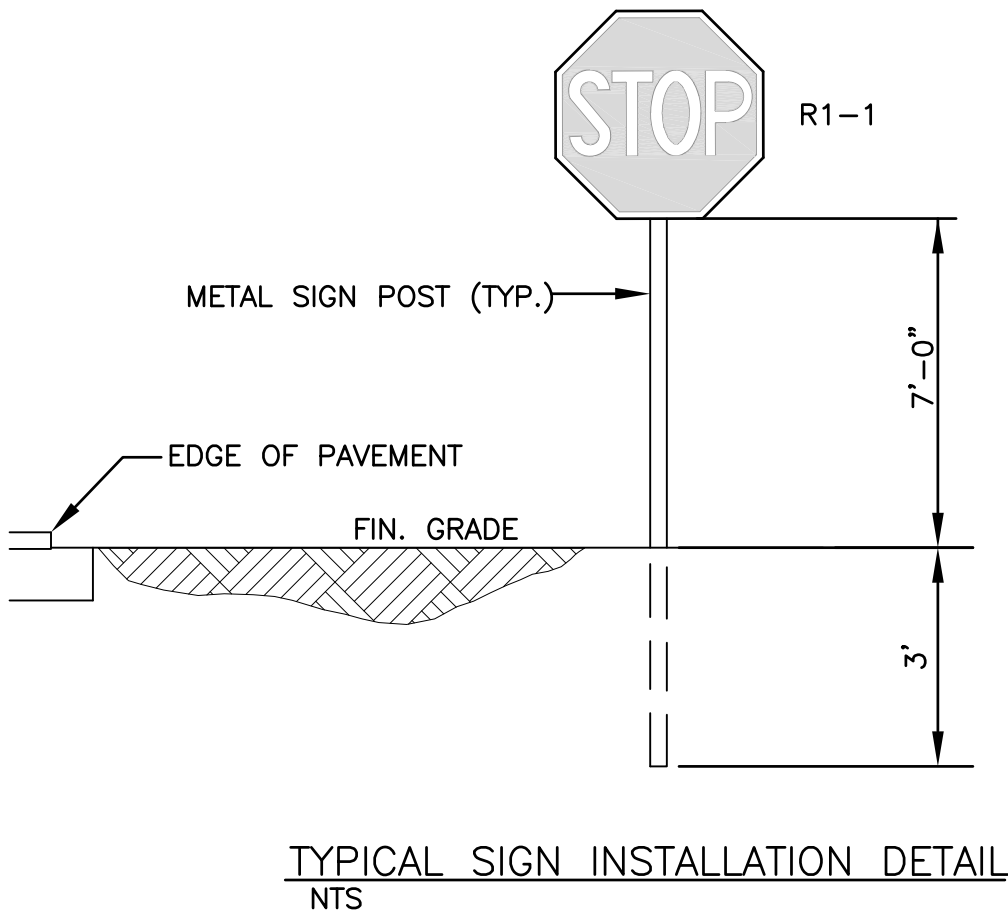
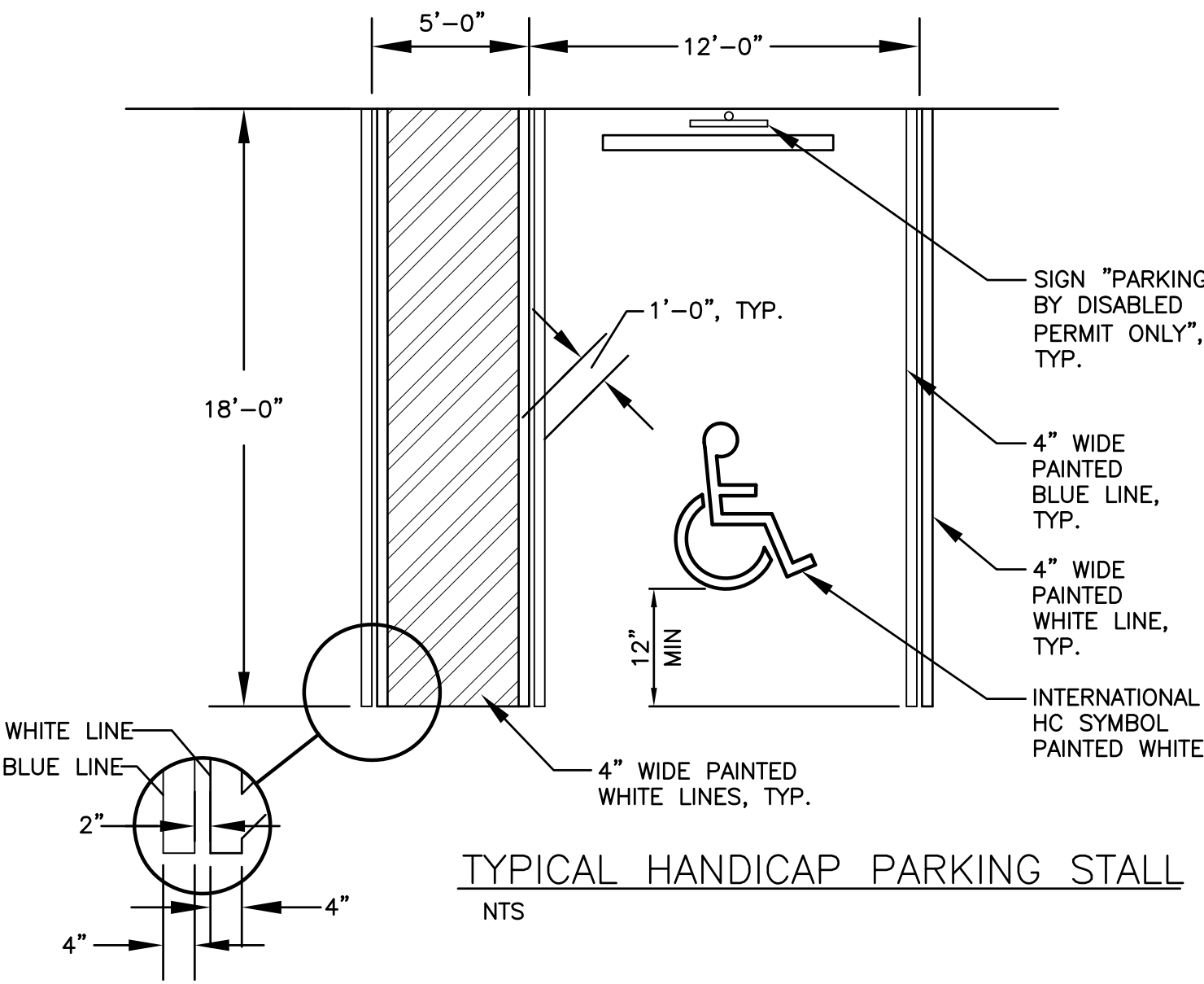
C4

4 OF 5

PROJECT NO.: 21-16



ALI BABA AVENUE

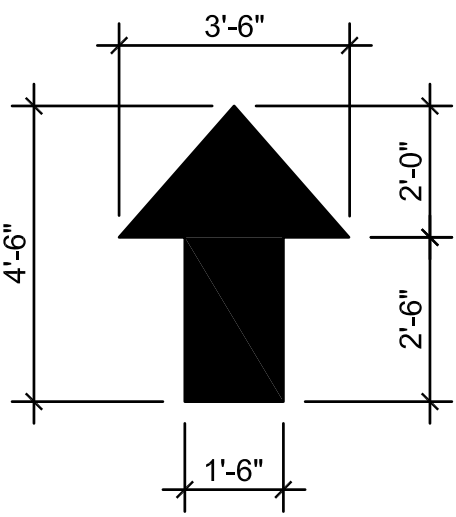


- NOTES:
1. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND.
 2. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
 3. LOCATE SIGN AT CENTERLINE AND HEAD OF EACH HANDICAP PARKING STALL, WHERE APPLICABLE.

HANDICAP PARKING SIGN DETAIL
NTS

TRAFFIC CONTROL ARROWS: DIRECTIONAL ARROWS PAINTED ON CONCRETE - SEE LOCATIONS THIS SHEET.

PAINT FOR ARROWS: PROVIDE A MINIMUM OF 2-COATS OF D.O.T. APPROVED PAINT - UTILIZE "YELLOW" COLORED PAINT ON CONCRETE.

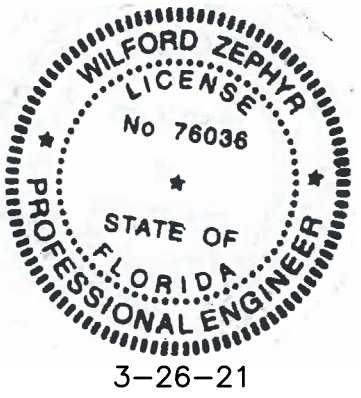


TRAFFIC CONTROL ARROWS DETAILS
NTS

- LEGEND
- PROPOSED ASPHALT PAVEMENT
 - PROPOSED CONC. PAVEMENT
 - PROPOSED GRADE EXISTING ELEVATION
 - PROPOSED WATER METER
 - PROPOSED BACKFLOW PREVENTER
 - PROPOSED DOUBLE DETECTOR CHECK VALVE
 - PROPOSED FIRE DEPT. CONNECTION

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PAVEMENT MARKINGS & SIGNAGE PLAN
SCALE: 1"=10'

REVISIONS	
NO.	DATE

ZEPHYR ENGINEERING
WILFORD ZEPHYR, P.E.
HOLLYWOOD, FL
(786) 302-7693
wzephyr@gmail.com
CA#: 31158

ZE

ALI BABA APARTMENTS
2050 ALI BABA AVENUE
OPA-LOCKA, FL 33054

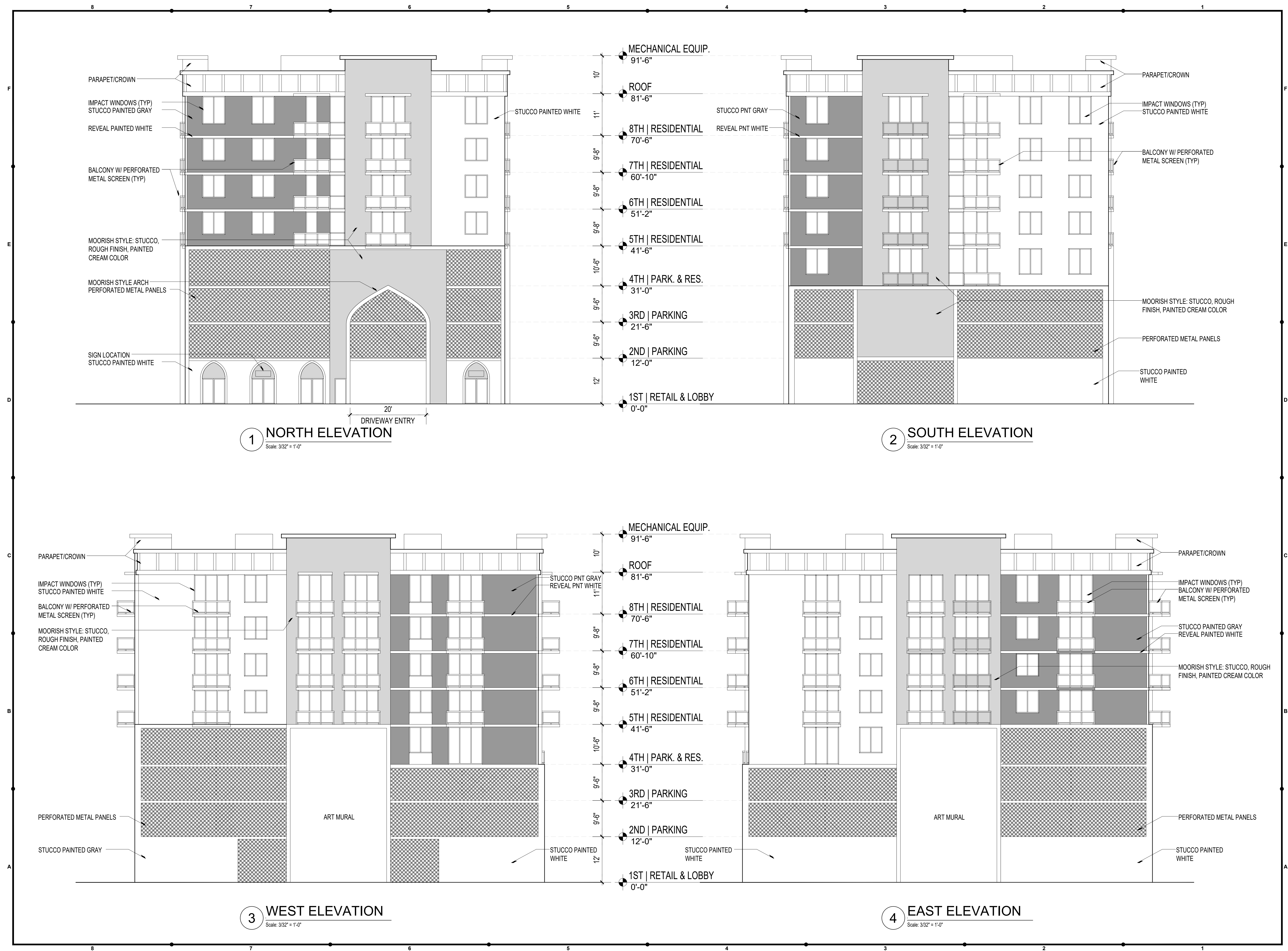
P.E.#: 76036

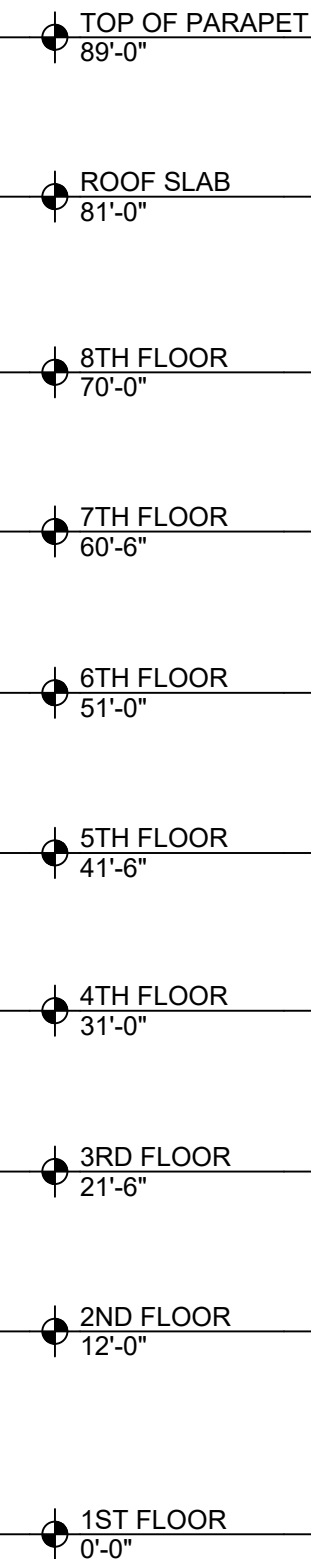
DATE: 3/23/21

SCALE: 1"=10'

SHEET NO.: C5
5 OF 5

PROJECT NO.: 21-16

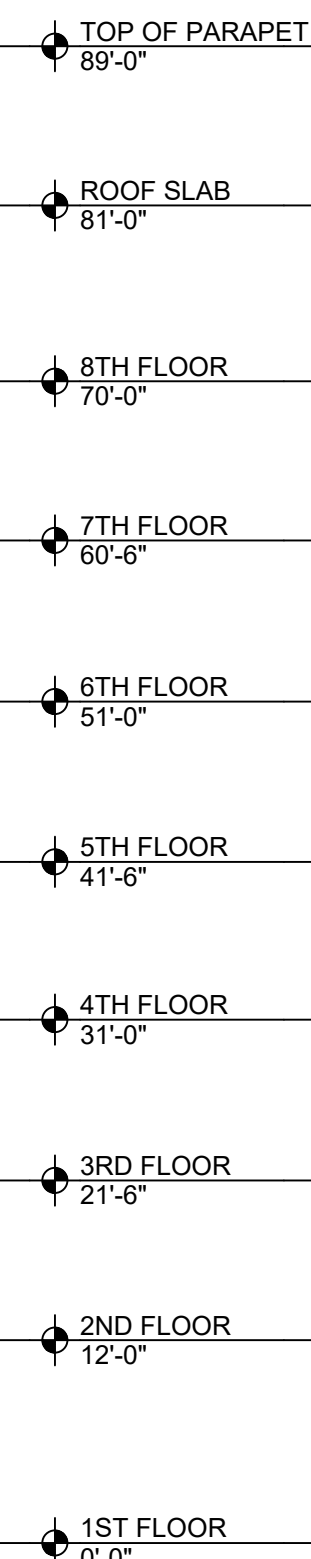




3. EAST PERSPECTIVE



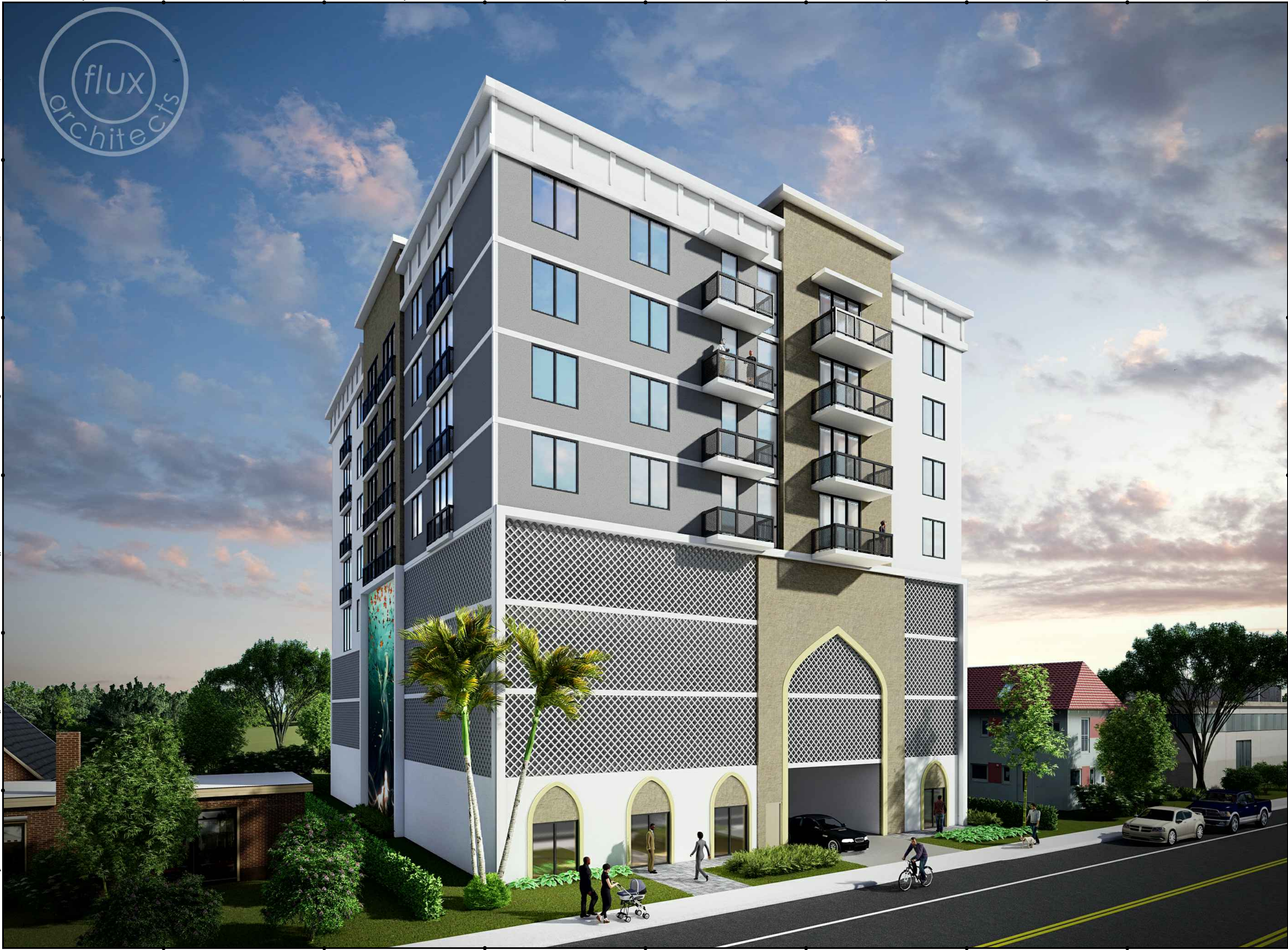
1 NORTH PERSPECTIVE



4. WEST PERSPECTIVE



2 SOUTH PERSPECTIVE



Seal of Project Architect

Edgar Gonzalez - AR080336

Allen G. Vandorbusen - AR92397

shall be followed. These design drawings and specifications are instruments of service.

Project
**ALI BABA
APARTMENTS**

OF ANY REQUIRED WORK, THESE	Project Number:
	20020
	Sheet Name:
	RENDERINGS

Sheet Issue Date:
04/14/2021

[illegible]

THANK YOU

Checked By: **ES**

Sheet Number:
A05

A3D



Memorandum

TO: John E. Pate, City Manager

FROM: Gregory Gay, Director PCD
Corion DeLaine, CRA Planner
Gerald Lee, CRA Zoning Official 

DATE: July 14th, 2021

RE: Ali Baba Apartments Revision – City Commission Meeting 7/14/2021

Per comments and recommendation for approval from the PZAB, this project site plan was modified to address and meet the parking requirement. See the modification below.

Background:

PCD Staff held correspondence with the Eddie Seymour of Flux Architects on Tuesday, June 29 in regards to the reorientation of parking on the site of the proposed Ali Baba Apartments project. Staff is happy to announce the following alterations:

- The developer has mirrored the building to avoid impacting an existing light pole on the public sidewalk that was in conflict with driveway.
- The developer has incorporated automated parking which can accommodate for 62 spaces.
- See attached floor plans showing unit layouts for level 2-4 and levels 5-8 (pg. 2, 3).
- Total unit count is now 43, unit count increases from 30 to 43 units with additional units on the 2-4 floor.

PCD Staff and Developer will be available to make a presentation at the next City Commission meeting if requested. If there are any further questions PCD staff will be able to provide clarification if needed.

END OF MEMORANDUM

ADJACENT PROPERTY OWNERS

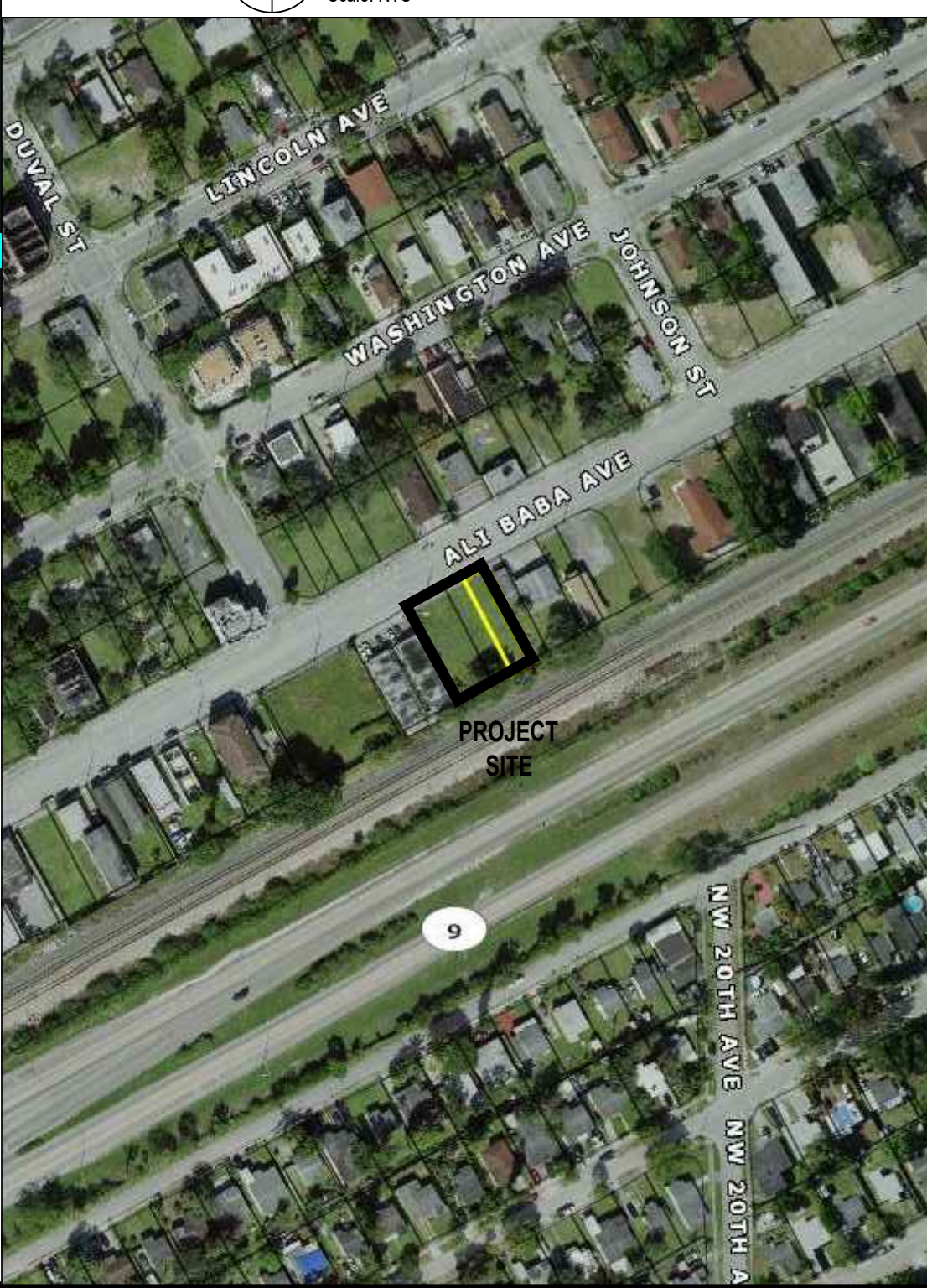
NORTH: PALMETTO HOMES OF MIAMI INC | Folio: 08-2122-003-1490, 08-2122-003-1500, 08-2122-003-1510, 08-2122-003-1520
2055 AL BABA AVE LLC | Folio: 08-2122-003-1480
ERNEST HILL JR | Folio: 08-2122-003-1460

EAST: LOAN TEAM INC | Folio: 08-2122-003-2170, 08-2122-003-2180
OPA LOCKA CHURCH OF OUR LORD INC | Folio: 08-2122-003-2180, 08-2122-003-2190, 08-2122-003-2200

WEST: LODGING IN FLORIDA 3 LLC | Folio: 08-2122-003-2120

SOUTH: RAILROAD (FDOT)

SITE / LEGAL DESCRIPTION
AS UNDERSTOOD, THE PROJECT IS LOCATED AT 2090 ALI BABA AVE. OPA-LOCKA, FL 33054 LEGAL DESCRIPTION: LOT 1: MAGNOLIA SUB PB 40-80 LOT 31 & 32 BLK 12 LOT SIZE 50,000 X 125 OR 20180-3671 0102 1 LOT 2: MAGNOLIA SUB PB 40-80 LOT 33 BLK 12 LOT SIZE 25,000 X 125 OR 15162-2417 0891 4 CQC 25186-2899 12 2006 3 CASE 09-A00842 LOT 3: MAGNOLIA SUB PB 40-80 LOT 34 BLK 12 LOT SIZE 25,000 X 125 OR 15162-2417 0891 4 CQC 25186-3139 12 2006 3
PROJECT DESCRIPTION
THE PROPOSED 8 STORY MID-RISE (TOP HABITABLE FLOOR <75' ABOVE GROUND LEVEL FIRE STAGING AREA) MIXED-USE PROJECT CONSIST OF MULTI-FAMILY RESIDENTIAL, RETAIL & PARKING COMPONENTS ALONG WITH THE NECESSARY MECHANICAL, SERVICE & STORAGE COMPONENTS FOR FUNCTIONALITY OF THE BUILDING.



Seal of Project Architect



The seal is circular with a rope-like border. Inside the border, the text "STATE OF FLORIDA" is on the left and "REGISTERED ARCHITECT" is on the right, separated by a star. In the center, it says "EDDIE A. SEMOUR" and "ARCHITECT". To the right of the seal is a handwritten signature.

Allen G. Vandersluis - AR092397

A102





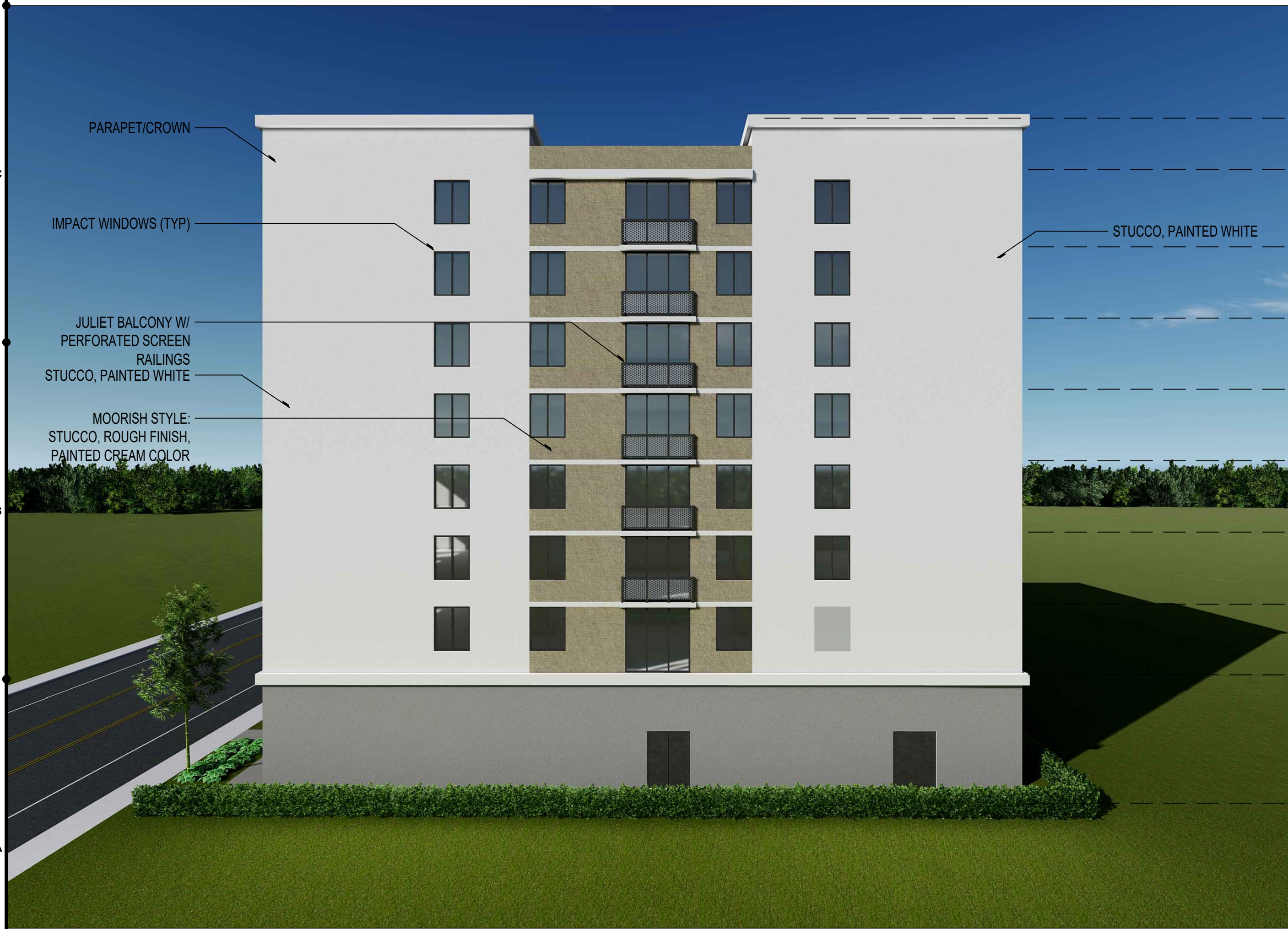




3 EAST PERSPECTIVE



1 NORTH PERSPECTIVE



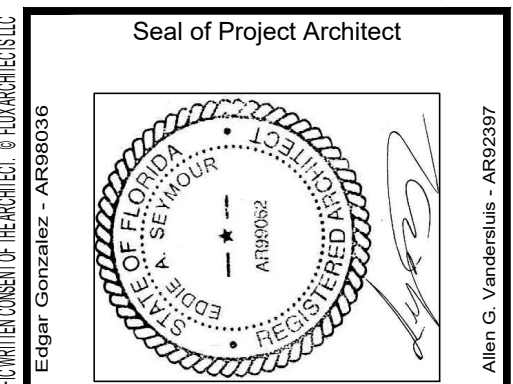
4 WEST PERSPECTIVE



2 SOUTH PERSPECTIVE



Design
Planning
Architecture
PO BOX 971429
MIAMI, FL 33197
www.thefluxarchitects.com
P: 305.707.8288
LN: AA26003713



Consultants
CIVIL ENGINEER:
ZEPHYR ENGINEERING
HOLLYWOOD, FL
P: 786-302-7693 E: wzephyreng@gmail.com

Project Client
FAY PLASNIE CORPORATION
610 NW 183RD ST. SUITE 207
MIAMI, FL 33169

Project
ALI BABA
APARTMENTS

Project Address:
2050 Ali Baba Ave.
Opa-Locka, FL 33054

Project Number:
20020
Sheet Name:
ELEVATIONS

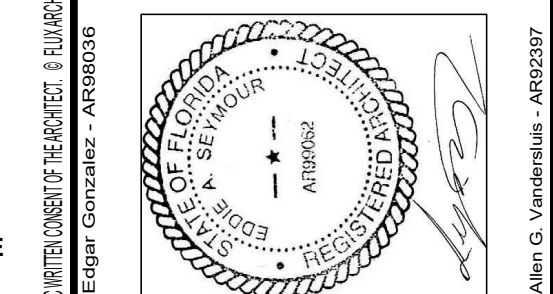
Sheet Origin Date:
11/20/2020
Sheet Issue Date:
07/21/2021

Revisions:		
No.	Description	Date

Submittal Type:
SITE PLAN REVIEW 100%

Drawn By:
ES
Checked By:
ES
Scale:
AS SHOWN

Sheet Number:
A402



RESOLUTION NO. 21-XXXXXXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Applicant, Fay Plasnie Corp (“Applicant”) desires to develop a new residential mixed-use building in the Magnolia North section of City of Opa-Locka (“City”); and

WHEREAS, the Project will consists of the new construction of an eight-story mixed use building located at 2050 Ali Baba Ave, Opa-Locka, Florida; and

WHEREAS, the development will be comprised of 30 residential units, 962 square feet of retail space, 516 square feet leasing office and 32 parking spaces. The project intends to address the following elements both unique to the site and general to the City of Opa-Locka: Revitalization, Architecture, Public Art and Affordable, totaling 66,116 square feet, with a 0.8 surface parking ratio; no reduction in parking is being requested; and

WHEREAS, the building shall be an Affordable/Workforce Housing rental project which creates the opportunity for tenants to live, work and play within Opa-Locka’s downtown urban core area in a quality building; and

WHEREAS, Fay Plasnie Corp presented their formal application request and all evidence, documents, and marked exhibits were before the Planning & Zoning Board on June 11th 2021 and the Planning & Zoning Board recommended approval of the Development Agreement by a 4 to 1 vote, pursuant to the City Code of Ordinance and the City Zoning Regulations; and

WHEREAS, the City desires to approve the Development Agreement attached hereto as Exhibit “A”.

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

SECTION 1. Recitals.

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

SECTION 2. Approval/Denial.

Approval/Denial of Development Agreement. The City Commission of the City of Opa-Locka hereby approves a request for the Development Agreement, attached hereto as Exhibit "A", for the Construction and Operation of a Residential Mixed-Use Building located at 2050 Ali Baba Ave. identified by Folios 08-2122-003-2140, 08-2122-003-2150, and 08-2122-003-2160.

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 or re-codified copy of same with the City Clerk.

SECTION 4. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of _____, 2021.

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 Taylor

(Yes) _____ (No) _____

Commissioner Burke

(Yes) _____ (No) _____

Commissioner Davis

(Yes) _____ (No) _____

Vice-Mayor Williams

(Yes) _____ (No) _____

Mayor Pigatt

(Yes) _____ (No) _____



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 its Regular Commission Meeting on **Wednesday, June 23, 2021 at 7:00 p.m.**, at Sherbondy Village Auditorium, 215 Perviz Avenue, Opa-locka, Florida, to consider the following items for final adoption:

SECOND READING/PUBLIC HEARING:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT, ATTACHED HERETO, WITH TEEN UP-WARD BOUND, INCORPORATED TO OCCUPY SPACE AT 2105 ALI BABA AVENUE; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (first reading/public hearing held on June 9, 2021).

RESOLUTIONS/PUBLIC HEARING:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A SENIOR AFFORDABLE HOUSING FACILITY LOCATED AT 14703 NW 27TH AVENUE, IDENTIFIED BY FOLIOS 08-2122-025-0580 AND 08-2122-025-0590; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING THE FINAL SITE PLAN REQUEST FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Additional information on the above items may be obtained by contacting the Office of the City Clerk by telephone 305-953-2800 or email jflores@opalockafl.gov. To participate or provide comments virtually, please register on the City of Opa-locka website at www.opalockafl.gov no later than 7:00 p.m. on Wednesday, June 23, 2021.

All interested persons are encouraged to participate 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 not later than seven (7) days prior to the proceeding. If hearing impaired, you may telephone the Florida Relay Service at (800) 955-8771 (TTY), (800) 955-8770 (Voice), (877) 955-8773 (Spanish) or (877) 955-8707 (Creole).

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

**Joanna Flores, CMC
City Clerk
City of Opa-locka**



LEGAL NOTICE

NOTICE IS HEREBY GIVEN THAT ON WEDNESDAY, JUNE 23RD, 2021 AT 6:00 P.M., THE CITY OF HIALEAH PLANNING AND ZONING BOARD WILL HOLD A PUBLIC HEARING IN THE COUNCIL CHAMBERS OF CITY HALL, 3RD FLOOR, 501 PALM AVENUE.

THE PLANNING AND ZONING BOARD WILL CONSIDER THE FOLLOWING REQUESTS:

Rezoning properties 821 and 831 SE 8th Avenue from R-1 (One-Family District) to B-1 (Highly Restricted Retail District) and property located at 820 SE 8th Court from R-1 (One-Family District) to P (Parking). Variance permit to allow a mixed development with 100% of the units having an area of approximately 650 square feet, where only 10% of the units may have an area of less than 850 square feet; allow interior south side setback of 0 feet and 5 feet, and 5 feet rear setback, where 15 feet setback is required on property lines abutting low density residential; allow 40 parking spaces, where 70 are required and allow 15% pervious area, where 30% is required. Property located at 821 and 831 SE 8th Avenue and 820 SE 8th Court, Hialeah, zoned R-1 (One-Family District).

Conditional Use Permit (CUP) to allow a K-12th Charter School with a maximum capacity of 2,950 students. Property generally located at the southwest corner of East 32nd Street and East 4th Avenue, Hialeah, zoned C-1 (Restricted Retail Commercial District).

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; CREATING SECTION 98-350 UNITY OF TITLE; COVENANT IN LIEU THEREOF FOR HPD HIALEAH PARK DISTRICT, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY ADDING AN EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE HPD HIALEAH PARK DISTRICT, PROVIDED THAT ALL APPLICATIONS FOR BUILDING PERMITS WHERE MULTIPLE BUILDINGS ARE PROPOSED FOR A SINGLE SITE OR PARCEL BE ACCOMPANIED BY A UNITY OF TITLE OR DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING THAT SUCH EXCEPTION IS SUBJECT TO THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AMENDING CHAPTER 98 ENTITLED "ZONING", ARTICLE III. "PLANS AND PLATS", DIVISION 3. SUBDIVISION PLATS; SECTION 98-349 UNITY OF TITLE; COVENANT IN LIEU THEREOF, OF THE CODE OF ORDINANCES OF THE CITY OF HIALEAH, BY CLARIFYING THAT THE EXCEPTION TO THE SUBDIVISION OF PLAT REQUIREMENT FOR THE BDH BUSINESS DEVELOPMENT DISTRICT, IS SUBJECT TO COMPLIANCE WITH THE SUBDIVISION PROVISIONS OF CHAPTER 28 OF THE MIAMI-DADE COUNTY CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

ALL RECOMMENDATIONS MADE AT THIS MEETING WILL BE PRESENTED FOR HEARING TO THE CITY COUNCIL AT ITS MEETING OF **TUESDAY, JULY 13TH, 2021.**

Written objections **must** be filed prior to hearing date with the **Hialeah Planning Division, 501 Palm Avenue, Hialeah, Florida 33010**. Oral objections will be heard at the hearing. For additional information, please call (305) 883-8075.

HIALEAH PLANNING DIVISION

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING, A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE PLANNING DIVISION NO LATER THAN SEVEN DAYS PRIOR TO THE PROCEEDING. TELEPHONE (305) 883-8075 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



City of Opa-Locka Agenda Cover Memo

Department Director:	Gregory Gay		Department Director Signature:				
Finance Director:			FD Signature:				
City Manager:	John E. Pate		CM Signature:				
Commission Meeting Date:	6-23-21		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 X		2nd Reading	
		X	Public Hearing: (Enter X in box)	Yes X	No	Yes	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:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA APPROVING A DEVELOPMENT AGREEMENT FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED-USE BUILDING LOCATED AT 2050 ALI BABA AVENUE, IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, AND 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

PLANNING & ZONING ADVISORY BOARD

May 11th

2021



FAY PLASNIE CORPORATION: DEVELOPMENT AGREEMENT

Staff Report

APPLICANT'S REQUEST: A RESOLUTION OF THE PLANNING AND ZONING BOARD OF THE CITY OF OPA-LOCKA RECOMMENDING DEVELOPMENT AGREEMENT APPROVAL FOR THE CONSTRUCTION AND OPERATION OF A RESIDENTIAL MIXED USE BUILDING LOCATED AT 2050 ALI BABA AVE. IDENTIFIED BY FOLIOS 08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.



I. Site Background

- According to Miami-Dade County Property Appraiser's website, the subject Property's legal description is as follow:

MAGNOLIA SUB
PB 40-80
LOTS 23 THRU 27 BLK 12
LOT SIZE 125.000 X 125
OR 10640-1364 1179 5

- The subject property is currently own by Fay Plasnie Corproation according to the Miami-Dade County Property appraiser's website. The subject Property is currently a Vacant lot and the current zoning on both parcels (Folio #08-2122-003-2140 | 08-2122-003-2150 | 08-2122-003-2160), is B-1.
- The site is located along Ali Baba Avenue. The site is only accessible via NW 22th Avenue at its north western edge providing for ingress and egress. Currently the site is zoned as B-1 also within the Corridor Mixed Use Overlay which allows for the operation of a Mixed Use Housing Facility. (*see Existing Condition Section*).



← EAST Ali Baba Avenue WEST →

Figure 1: Google Street View, dated:

II. Project Details

- Applicant's intent**

Fay Plasnie Corporation, owner of the subject property located at (approx.) 2050 Ali Baba Ave, Opa-locka, FL 33054, requests development agreement review and approval in order to allow the construction and operation of a new Residential Mixed Use building at the subject property. The property is bounded by residential to the east and west, by Ali baba Avenue to the north, and the Rail line to the south. The entire property is fenced, with controlled access. The applicant wishes to construct a proposed 8 story mixed-use project at a height of 89 ft. (including rooftop mechanical spaces).

The project intends to address the following elements, both unique to the site and general to the city of Opa-Locka; Revitalization, Architecture & Public Art & Affordable / Workforce Housing. The development will consist of 30 units / 962 sf of retail / 516 sf leasing office and 32 parking spaces. The site has laid vacant (under- serving the community at-large) for years. This proposal seeks to reinvigorate the area by introducing mixed-use components as a generator for new activity with new residents, ground level commercial space for local small businesses, front lawn green area with native vegetation and aesthetically pleasing architecture & art. New residents will find the rental units appealing as these will be priced at affordable workforce housing rates and nearly 50% of the units are 3 bedrooms to accommodate large families. The ground level commercial space would take advantage of the prime visibility and exposure along Ali Baba Ave. creating an inviting & relaxing atmosphere for patrons. The streetscape shall adhere to the City's streetscape requirements for trees, planters, pavers and lighting. An integrated 4-story parking garage provides the necessary parking to accommodate the various types of uses, while being screened from the exterior by perforated metal panels.

Site Computations & Land Development Regulation / Zoning Code			Table 1
Applicant	Fay Plasnie Corporation		
Folio Number (s)	Opa-locka: 08-2122-003-2140 08-2122-003-2150 08-2122-003-2160		
Address Location	(approx.) 2050 Ali Baba Ave, Opa-Locka, FL		
Building (s) Footprint	Gross Area – 8,835 SF		
Floor Area	Total 37,582 SF		
Zoning	B-1 – Commercial Neighborhood		
Zoning Code Consistency	The proposed use for a Residential Mixed Use Building is consistent with the B-1 Zoning Code.		
Existing Land Use	B-1 / Corridor Mixed Use Overlay		
Future Land Use Designation	B-1 / Corridor Mixed Use Overlay		
Comprehensive Plan Consistency	- The proposed use for Residential Mixed Use Building is consistent with the Comprehensive Plan with the requested property being B-1.		
Applicable LDR Sections	Ordinance no. 15-31, Article III Sec. 22-55; Article IV Sec. 22-80, 22-82; Article V Sec. 22-89; Article VI Sec. 22-155, Ord. no. 14-16		
SET BACKS/ YARD	REQUIRED	PROPOSED	COMPLIANCE
Front	15 Feet	15 Feet	YES

Side/Main Street	0 Feet	N/A	YES
Side/Interior	0 Feet	8'	YES
Rear	0 Feet	5'	YES
Corner Lots/ Other	N/A	N/A	N/A
Lot Coverage	N/A	70% - 8,835 sf	YES
Density	110DU/AC	30DU (105DU/AC)	N/A
Lot Size	5,000 SF (0.22 Acres)	12,500 SF (0.287 Acres)	YES
Lot Width	N/A	100 FT	N/A
Building Height	B-1 - 3 stories or 45 feet, whichever is less CMU Overlay - Mixed-use buildings in the MXUOD may be built to a maximum height of six (6) stories, except to allow for architectural features, parapet, elevator overrides, machine room, etc. with the approval of FAA. All other buildings shall be limited to a maximum of four (4) stories in height, except to allow for architectural features.	Apartment Building: 8 Stories 89' height	NO
Structure Length	N/A	N/A	N/A
Other Vehicular Use Area	N/A	Total: 25,376 SF	YES
Parking Details	Apartment buildings: pursuant to the Land development Regulation Ordinance 86-8: Article IV, section 22-155. 1.5 Parking per 2BR unit 2 Parking Spaces per 3BR 1 Parking space per 500SF Total 54 spaces	Number of Units: 30 Units Total Space Provided: 32 Total Spaces	NO
Landscape/ Pervious Lot Coverage	5% minimum required pervious	2,653 SF or 21.2% 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 Monday, April 12th, 2021. To be advertise at least 10 days prior to this Planning and Zoning Board meeting on Tuesday, May 11th, 2020. - 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.		

III. Overall Analysis

Existing Conditions:

The proposed facility requests final site plan review in order to construct and operate a Residential Mixed Use Building at the subject property.

- The Subject Property is generally surrounded by commercial properties to the east and west.
- The Subject Property is currently vacant lots.
- The property is within both the CRA Boundaries and the Corridor Mixed Use overlay.



Enlarged Aerial View of Subject Property

Surrounding Land Use and Zoning: Table 2

Location	Existing Land Use	Future Land Use (FLU)	Zoning
North	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
South	ROW	Rail (FDOT)	ROW
East	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)
West	Commercial	Magnolia North Mixed Use	B-1 (Commercial Neighborhood)

Surrounding Zoning Designation Map

The Site is Highlighted in image



- **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 'Residential Mixed Use Building' is in harmony with the general characteristic of the surrounding neighborhood: Industrial 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 .070ac. (*Please see attached Landscape Plan for Trees detailed information*).

- **Fence:** All fences constructed on property perimeters shall be of a decorative masonry block to prevent the view of any back of house operations. 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 required to have fencing as the property is on a commercial corridor pursuant to the City Land development Regulation/Zoning Code B-1 District (Section 22-89).

- **Future Land Use:** Commercial/Corridor Mixed Use Overlay

- 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.

COMPLIES

- **B-2 (Commercial Neighborhood) Permitted Uses:** Project Specific: *Residential Mixed Use Building*

- **Findings:**

- According to the City's Land Development Regulation/ Zoning Code B-1 (Commercial Neighborhood) as well as the Corridor Mixed Use overlay allows for Residential Mixed Use Building.
- The uses allow per B-1 are as follows: Artist Studio, Appliance electronic and furniture sales service and repair, Café [takeout only], Consignment shop, Fine Arts Studio/Gallery, Medical, Offices/Workspace, Public Facilities, Retail/Commercial sales and service, Self-service Laundry Mat/Dry Cleaners [PU-DO Only].

COMPLIES

- **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.

IV. **Project Need Assessment / other Required Approvals**

1. Site Plan
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.
2. Development Agreement
 - Application submitted for Planning Council Meeting (this meeting) Tuesday, May 11th 2021.

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

VI. Staff Recommendation:

- Staff recommend approval of this Development Agreement pending the following other approvals:
 - A Development Agreement must be submitted along with this Residential Mixed Use Building 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 Residential Mixed Use Building Site Plan;
 - Trees to be planted 25' avg. oc.;
 - Adequate landscape buffer around parking area;
 - If the parking spaces on level two thru four are reduced in size to compact spaces, 5 more parking spaces may be created;
 - 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 and Zoning Board deem necessary to this Residential Mixed Use Building 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 Senior Apartment site plan;
 - Address all Miami-Dade County's input/recommendations as appropriate

VII. Attachments:

- Letter of Intent
- Site Plan
- Development Agreement

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	

VIII. Staff Report Updated After the Planning and Zoning Board Meeting on May 11th 2020. *Reflected Actions:*

I. Planning and Zoning Board Decision: (PLEASE SEE MEETING MINUTES FOR DETAIL DISCUSSIONS)

Resolution No.

RESOLUTION OF THE PLANNING AND ZONING BOARD, OF THE CITY OF OPA-LOCKA, RELATING TO THE APPLICATION OF: Residential Mixed Use Building
FOR: DEVELOPMENT AGREEMENT REVIEW REQUEST TO CONSTRUCT AND OPERATE THE FOLLOWING:

To construct a 8 story residential mixed-use project.

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: 5-11-2021
 - 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 8 story residential mixed-use project.

Record and Return to:
(enclose self-addressed stamped envelope)

Sean Atkins, Owner

**Fay Plasnie Corp. Trust. 610
NW 183rd Street Suite 207
Miami, Florida 33169**

This Instrument Prepared by:

Law Offices of Burnadette Norris-Weeks, P.A.

City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

SPACE ABOVE THIS LINE FOR RECORDING DATA

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA; AND
PROJECT NAME AND PROJECT OWNER**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 21 day of July, 2021 ("Execution Date") by and between Developer, (" Sean Atkins, Fay Plasnie Corp. Trust"), with the address of 610 NW 183rd Street, Opa Locka, Florida 33169 and the City of Opa-Locka, Florida, a municipal corporation and a political subdivision of the State of Florida ("City"), with a mailing address of 780 Fisherman Street, Opa-Locka, Florida 33054.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of approximately .2869 acres (12,500 sqft.) of land located at aproximate address:2050 Ali Baba Avenue, Opa Locka 33054, within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. (08-2122-003-2140, 08-2122-003-2150, 08-2122-003-2160) (the "Property"), the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the City's Commission adopted Resolution Number _____ approving a Master Site Plan lot the Proposed Development type which includes an approximately _____ square foot office building, as well as approximately _____ surface parking spaces; and

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

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

WHEREAS, the Owner and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish identifiable parameters for future development; and

WHEREAS, the City Commission pursuant to Resolution No. _____, adopted on _____, 20____, authorizes the City Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and listed below, and the Owner have authorized the Owner/Manager to execute this Agreement upon the terms and conditions set forth by the City Commission and as listed below; and

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

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed apart hereof.
2. **Consideration.** The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.
3. **Definitions.**
 - (a) "Additional Term" means anyone or more additional term(s) approved by mutual consent of the parties pursuant to a public hearing pursuant to Section 163.3225, F.S.
 - (b) "Agreement" means this Chapter 163, F.S., Development Agreement between the City and Owner.
 - (c) "City" means the City of Opa-Locka, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.
 - (d) "Comprehensive Plan" means the plan adopted by the City pursuant to Chapter 163, F.S.
 - (e) "Owner" means the persons or entities undertaking the development of the Property, defined in the preamble to this Agreement, [Ali Baba Apartments-1](#), with the address of [2050 Ali Baba Avenue, Opa Locka, Florida 33054](#) and/or any of its respective successors, assigns, or heirs thereof.
 - (f) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.
 - (g) "Development Permit" includes any building permit, zoning or subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
 - (h) "Effective Date" is the date this Agreement is recorded with the clerk of the Circuit Court in and for Miami-Dade County,

- (i) "Entire Term" is the total term of this Agreement, combining the Initial Term (thirty (30) years) and the Additional Term, as defined herein.
- (j) "Execution Date" is the date that all parties have affixed their signatures to this Agreement.
- (k) "Existing Zoning" means (a) all entitlements associated with the City's approval of the [Ali Baba Apartments-1](#) Site Plan, and (b) the provisions of the Charter, Comprehensive Plan and Laws of the City of Opa-Locka, including the City of Opa-Locka's Unified Land Development Regulation Code and the Ordinance, as amended through the Effective Date.
- (l) "Final Site Plan" means the "[Ali Baba Apartments-1](#) " Site Plan approved by the City Commission via Resolution No. _____ for [\(Multifamily Mix Use 8-Story Building with Total of 68 parking space plus 5 stoesl bike rakes and 38 Residential units 19 -2 bdrm and 19 3-bedroom 2-bath \)](#)
- (m) "Governing Body" means the City of Opa-Locka's City Commission.
- (n) "Initial Term" is thirty (30) years commencing on the Effective Date.
- (o) "Land" means the earth, water, and air, above, below, or on the surface and Includes any improvements or structures customarily regarded as land, except as provided herein.
- (p) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.
- (q) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by the City of Opa-Locka affecting the development of land in effect as of the Effective Date, including Opa-Locka's Land Development Regulation Code, the Ordinance Number 15-31.
- (r) "Parties" means the City and the Owner.
- (s) "Project" is the [Ali Baba Apartments-1](#) at [address of development facility](#) as described in the plans prepared by [ARCHITECT or ENGINEERING Firm](#) and dated [January 20, 2021](#), which proposes the development of an approximately [81,551](#) square foot building and [67](#) parking spaces [5 bike parking spaces](#) with related employee and guest parking.
- (t) "Property" means the approximately [.2869](#) acres of land located on [Opa Locka](#), within the municipal boundaries of the City and identified by Miami-Dade County Tax Folio Nos. ([08-2122-003-2140](#), [08-2122-003-2150](#), [08-2122-003-2160](#)) the legal description of which is attached hereto and made a part hereof as Exhibit "A."
- (u) "Public Facilities" means major capital improvements, including, but not limited to transportation, transit, sanitary sewer, solid waste, drainage, potable water, educational facilities, parks and recreational, and health systems and facilities for which the City's Comprehensive Plan sets forth required levels of service.

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

- (b) All Public Facility improvements required by the City, by Miami-Dade County, Florida, or voluntarily proposed by the Owner to be installed by Owner shall be constructed in accordance with applicable governmental regulations prior to the issuance of a Certificate of Occupancy of the Project.
- (c) All signage shall comply with all city sign code ordinance requirements.
- (d) Owner will abide by and not deviate from the terms of its graphic and verbal representation submitted to the City Commission in order to receive approval of the Project Name Site Plan. Such items include, but are not specifically limited to:
- Design of all physical structures, water bodies, private and public improvements and
 - The color and dimensional characteristics of all building materials.
 - All landscaping, bay loading and parking spaces must be provided and maintained as shown on the site plan.
- (e) Owner guarantees to preserve and maintain all buildings and structures consistent with the Project Name Site Plan, or to cause any tenant of the Property to do so, for the entire period in which the Owner owns the land or controls at least 51% ownership of the Property, or controls a least 10% of any entity to which this agreement has been assigned, sold or otherwise transferred. Any new owner must abide by the terms of this agreement until Current Month, 2049.
- (f) Owner shall submit annual reports and additional documentation to the City as required by the Resolution to verify continuing compliance with the Resolution. *[NOTE: City to provide Owner with form of annual reports and any additional documentation that will be required.]*
- (g) The Owner will not physically alter or substitute the design of structures, materials and colors included in the Project Name Site Plan except as approved by the City in the City's sole discretion. In the event that building materials or colors are no longer available, the burden shall be on the Owner to prove that said materials or colors are in fact unavailable.
- (h) Owner agrees that the City may enter onto the Property to confirm compliance with the terms of this Agreement.
- (i) Owner agrees to employ Opa-locka residents through the assistance of the Career Source South Florida Office (or other similar organization as determined by City) and shall also encourage all contractors and all of their subcontractors to employ Opa-Locka residents through the assistance of the Career Source South Florida office in coordination with the City of Opa-Locka and in accordance with the Memorandum of Understanding between the City of Opa-Locka and Career Source. *[NOTE: City to provide Owner with a copy of the referenced Memorandum of Understanding and any additional documentation regarding this requirement.]*
- (j) Owner agrees:

- (1) To host job fairs before and during the construction phase of this development for construction jobs;
- (2) To encourage any tenants of the Project to host job fairs after construction for building (business) operation jobs;
- (k) All trash and garbage containers shall comply with all city dumpster enclosure requirements.
- (l) The following timelines shall be complied with by Owner, Project Name. Said entity must work immediately to seek all applicable permits immediately upon approval of this Agreement and shall:
 - Apply for building permits: within 6 months from the execution of the Development Agreement. The City Manager may grant a single 6 month extension for good cause shown.
 - Must start construction: within 18 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause shown.
 - Must complete project: within 24 months following issuance of permits. The City Manager may grant a single 12 month extension for good cause

10. **Development Permits.** In accordance with Section 163.3227(I), F.S., the City needs to approve the following additional development permits upon proper submission of all requirements, and City review or inspections, in order for the Owner to develop the Project:

- (a) Site plan approvals;
- (b) Modifications to existing approvals and permits, including the Project Name Site Plan.
- (c) Water, sewer, paving and drainage permits;
- (d) Building permits;
- (e) Sign permits;
- (f) Certificates of use and occupancy; and
- (g) Any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of Property.
- (h) Any City liens, fees, code violations or unpaid assessments shall be satisfied prior to the execution of this agreement for this property or any other property owned by Project Name.
- (i) All currently non-compliant physical structures or vehicles if applicable, shall be removed prior to the execution of this agreement.

11. **Public Services and Facilities; Concurrency.** In accordance with Section 163.3227(d), F.S., the City and the Owner anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami—Dade County, the City, and/or as contemplated in Project Name Site Plan. The Property and the Project will also be served by all public facilities provided in the City's Comprehensive Plan, specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to water, sanitary sewer, solid waste, drainage, fire and police to serve the development of the Project on the Property for the period of this Agreement. The Owner shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement. Nothing in this paragraph shall relieve the Owner of the requirement to pay impact fees and assessments.
12. **Consistency with Comprehensive Plan.** In accordance with Section 163.3227(g), F.S., the City hereby finds and declares that the Owner's development of the Project on the Property complies with the Laws, ordinances, regulations and policies of the City of Opa-Locka, and is consistent with the City's Laws, Comprehensive Plan and Land Development Regulations.
13. **Reservation of Development Rights.** Except as otherwise provided in the Act for the Entire Term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Laws of the City of Opa-Locka, including the City's Comprehensive Plan and Land Development Regulations, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. Except as otherwise provided in the Act, the City's Laws and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the Entire Term of this Agreement unless terminated. Development of the Property as outlined herein shall not be subject to any future changes to the Laws of the City, including the City's Land Development Regulations and Comprehensive Plan designation alter the Effective Date and during the Entire Term of this Agreement, except to the extent that the Owners consent to such changes and except as otherwise provided in the Act. The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act or as provided above or upon this agreement being terminated or having expired
14. **Zoning and Other Approvals.** The Parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.
15. **Necessity of Complying, with Local Regulations Relative to Development Permits.** In accordance with Section 163.3227(i), F.S., this Agreement is not and shall not be construed as a development permit or authorization to commence Development. The Owner and the City agree that the failure of this Agreement to address a particular

permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve the Owner of the necessity of complying with any and all regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Owner to develop the Property in a manner that is inconsistent with the Laws of the City of Opa-Locka in existence as of the Effective Date.

16. **Good Faith: Further Assurances.** The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. In that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement, provided that the foregoing shall in no way be deemed to inhibit, restrict, or require the exercise of the City's police power or actions of the City when acting in a quasi—judicial capacity.
17. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by a recognized courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope and addressed as follows:

If to the City at:

City Manager
City of Opa-Locka
780 Fisherman Street
Opa-Locka, Florida 33054

With a copy to:

Law Offices of Burnadette Norris-Weeks, P.A.
City Attorney
City of Opa Locka
780 Fisherman Street
Opa-Locka, Florida 33054
And
401 North Avenue of the Arts
Ft. Lauderdale, FL 33311

If to the Owner at:

Ali Baba Apartments-1,
Sean Atkins, Fay Plasnie Corp. Trust.
610 NW 183rd Street, Suite 207
Miami, Florida 33169

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

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

18. **Severability.** In the event that any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
19. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Owner and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto and in accordance with Section 163.3225, F.S.
20. **Indemnification.** The Owner shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and assigns from and against any claims or litigation arising under this Agreement instituted by third parties to the extent arising as a result of the activities of Owner at the Property or in connection with the construction of the Project.
21. **Periodic Review of Agreement.** Pursuant to Section 163.3235, F.S., the City shall review the Property subject to this Agreement at least once every 12 months to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY

CITY OF OPA-LOCKA FLORIDA

ATTEST: _____

By: _____
City Manager

Dated: ____ day of _____, 2021

Approved for form and legal sufficiency:

City Attorney: _____

WITNESS:

Print Name

Signature

Print Name

Print Name

Signature

Print Name

OWNER

**Ali Baba Apartments-1,
Sean Atkins, Fay Plasnie Corp. Trust.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A- PROPERTY (LEGAL DESCRIPTION)

XXXXXXXXXXXXXXXXXXXX OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SECOND READING ORDINANCES / PUBLIC HEARINGS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH SFSE LLC. TO OCCUPY SPACE AT 780 FISHERMAN STREET; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; CONFLICTS OF LAW, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 1, 2019, pursuant to Resolution 19-9687, a Lease Agreement was entered into by and between the City of Opa-Locka ("City") and SFSE LLC. ("SFSE", "School") for the premises located in a portion of the third floor of the facility located at 780 Fisherman Street, Opa-Locka, FL. The lease for SFSE's current tenancy is set to expire on August 31, 2021; and

WHEREAS, SFSE LLC desires to continue its current lease of space at 780 Fisherman Street, as well as add additional Tenant Space, Suite 250, to its tenancy. The proposed date for SFSE's occupancy of Suite 250 is August 1, 2021; and

WHEREAS, SFSE LLC provides well structured, academically focused classes with high rigor curricula for Science, Technology, Engineering, and Mathematics for Gifted and Autistic students grades K-12; and

WHEREAS, the School is dedicated to serving the educational and social-emotional needs of all students, including those who are Average, At Risk, have Disabilities, Gifted, Autistic and Asperger; and

WHEREAS, the proposed term of the lease is two years with a monthly base rent of Eighteen Thousand, Nine Hundred Eighty-Five Dollars and Thirty-Two Cents (\$18,985.32) for the first year. The rent payments will provide annual revenue to the City of Two Hundred Twenty-Seven Thousand, Eight Hundred Twenty-Three Dollars and Eighty-Four Cents (\$227,823.84) per year. Tenant will also be responsible for a Proportionate Share of Ten Thousand, Six Hundred Sixteen Dollars and Fifty-Nine Cents (\$10,616.59). The base rent will be increased by three percent (3%) each year. The proposed start date of the lease is August 1, 2021; and

WHEREAS, the City desires to enter into a Lease Agreement with SFSE LLC for a portion of the property located at 780 Fisherman Street, in the City of Opa-Locka, pursuant to the terms and conditions set forth in the Lease Agreement attached hereto as Exhibit “A”; and

WHEREAS, the City Commission of the City of Opa-Locka has determined that entering into the Lease Agreement is in the best interest of the residents of the City.

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

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. Authorization. The City Commission hereby authorizes the City Manager to execute a lease agreement, attached hereto as Exhibit "A", with SFSE LLC for space located at 780 Fisherman Street, under the terms and conditions set forth in Exhibit “A” hereto.

Section 3. This Ordinance shall become effective upon passage, approval and publication or as otherwise provided by law.

Section 4. Conflict & Repealer. All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 5. 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 of the Code 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 6. Effective Date. This Ordinance shall take effect upon the adoption of this Ordinance by the Commission of the City of Opa-Locka is subject to the approval of the Governor or Governor’s Designee.

PASSED FIRST READING this ____ day of _____ 2021.

PASSED SECOND READING this ____ day of _____ 2021.

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 Davis	_____ (Yes)	_____ (No)
Commissioner Burke	_____ (Yes)	_____ (No)
Commissioner Taylor	_____ (Yes)	_____ (No)
Vice-Mayor Williams	_____ (Yes)	_____ (No)
Mayor Pigatt	_____ (Yes)	_____ (No)



City of Opa-locka Agenda Cover Memo

Department Director:			Department Director Signature:		
City Manager:	John E. Pate		CM Signature:		
Commission Meeting Date:	07.14.2021	Item Type: (Enter X in box)	Resolution	Ordinance	Other
				X	
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)	1st Reading	2nd Reading
	X			X	
			Public Hearing: (Enter X in box)	Yes	No
				X	
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)	Yes	No
				X	
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bi#:		
	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:

An ordinance authorizing the City Manager to execute a lease agreement with South Florida School of Excellence to occupy space at the facility located at 780 Fisherman Street, Opa-locka, FL 33054.

Staff Summary:

South Florida School of Excellence provides an education for Gifted and Autistic students grades K-12. The school currently occupies space on the third floor at 780 Fisherman Street; however, there is a great need for additional space to accommodate the entire school. The school recently closed its previous location because they felt it was necessary to make accommodations for the students and staff to operate from one facility.

South Florida School of Excellence have agreed to a staggered dismissal with 15-minute intervals to not interrupt traffic and to allow for a smooth dismissal process.

By entering into the lease agreement this would allow the school to operate from one facility in addition to occupying additional space to accommodate their students and staff through July 31, 2023.

Financial Impact: The lease will consist of two years with annualized revenue in the first year of \$227,824, including the tenant's share of common area charges, with a 3% escalator for the second year. It is the City's intent to allow the current tenant (SFSE, LLC) to occupy space at 780 Fisherman Street for 2 years.

Proposed Action:

The City Manager recommends approval.

Attachment:

1. Draft Lease Agreement

Lease Agreement

South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of August 1, 2021

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** South Florida School of Excellence
- C. ADDRESS OF
LEASED PREMISES:** 780 Fisherman Street, Ste. 250, 328, 334, and 335
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 15,712 rentable sq. ft.
- E. LEASE DATE:** August 1, 2021
- F. LEASE TERM:** Two (2) years
- G. RENT:** Suite 250 (6,638 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$8,020.91 per month for year one (\$96,251.00 per year).
Base rent will be increased by 3% each year.
- Suite 328 (1,830 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$2,211.25 per month for year one (\$26,535.00 per year).
Base rent will be increased by 3% each year.
- Suite 334 (3,598) sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$4,347.58 per month for year one (\$52,171.00 per year).
Base rent will be increased by 3% each year.
- Suite 335 (3,646 sq. ft.) Base rent is \$14.50 per sq. ft. The rent shall be \$4,405.58 per month for year one (\$52,867.00 per year).
Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.66% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on August 1, 2021, Tenant will pay its prorate share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2021. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended use.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

DATE OF LEASE EXECUTION:

As of August 1, 2021

ARTICLE 1

REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
 - 1.1.1 LANDLORD: City of Opa-locka
 - 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
 - 1.1.3 TENANT: South Florida School of Excellence
 - 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
 - 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
 - 1.1.6 TENANT'S SPACE: Suites 250, 328, 334, and 335 located on the third floor of the Building, as shown on the floor plan attached hereto as Exhibit A
 - 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 15,712 square feet
 - 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.66%
 - 1.1.9 TENANT: The Tenant will be responsible for paying property taxes to the City in the amount not to exceed \$160,000 or pay the property taxes on its condominium unit, whichever is greater.
 - 1.1.10 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof.
 - 1.1.11 TERM COMMENCEMENT DATE: August 1, 2021
 - TERM EXPIRATION DATE: July 31, 2023
 - 1.1.12 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.

- 1.1.13 SECURITY DEPOSIT: First and Last month rent = \$37,220.46
(\$21,178.64) Previously paid in original lease agreement
(\$16,041.82) Due for Ste. 250
- 1.1.14 PERMITTED USE: School
- 1.1.15 BROKERS: None
- 1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

On September 1, 2019 a Lease Agreement was entered into by and between the City of Opa-locka, a Florida municipal corporation and South Florida School of Excellence for the premises located in a portion of the third floor of the building located at 780 Fisherman Street in the City of Opa-locka. Upon the signatures of the authorized agents, the parties hereby acknowledge:

1. The Lease shall include additional space on the second floor of the building located at 780 Fisherman Street, Opa-locka, FL 33054. The rentable floor area will be revised from 9,074 sq. ft. to 15,712 sq. ft.
2. The Lease shall extend the term of the lease from September 1, 2019 - August 31, 2021 to August 1, 2021 - July 31, 2021.
3. Effective August 1, 2021 the monthly rent shall be \$18,985.32, which is \$14.50 per sq. ft. Tenant is also responsible for paying its Proportionate Share which is 4.66 % (\$884.71) per month.

ARTICLE 2

PREMISES AND TERM

2.1 **PREMISES:** Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building

and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.1.4 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "Term"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of

observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE 4

RENT

4.1 RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term, beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other

applicable taxes which may be due or payable thereon.

4.1.1 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.1.2 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.1.3 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.1.4 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.1.5 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for, and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

(a) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

- (b) Freight elevators on an "as available" basis for incidental use by Tenant;
- (c) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and
- (d) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease, Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at

its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.9 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.10 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.11 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term

all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord,

unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises

if the Mortgagee elects to do so and a reasonable time to corrector cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligor hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord

shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its

sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY; CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of

the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS· MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in insufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS: MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation

under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and (v) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers,

employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:

_____ By: _____
Name: _____

TENANT: SOUTH FLORIDA SCHOOL OF
EXCELLENCE

Witness:

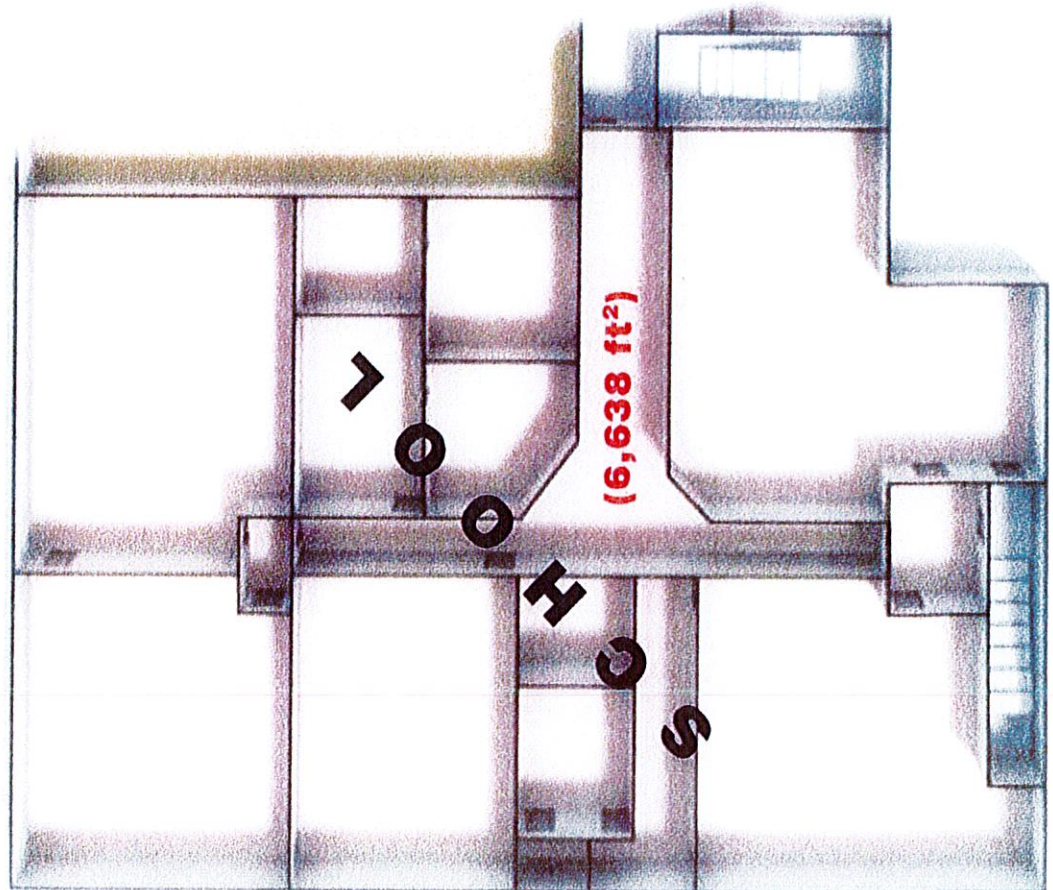
_____ By: _____
Name: _____

As To Legal Sufficiency and Form

Burnadette Norris-Weeks, City Attorney
City of Opa-locka



Fisherman Street



780 - Fisherman Street
Opa-Locka

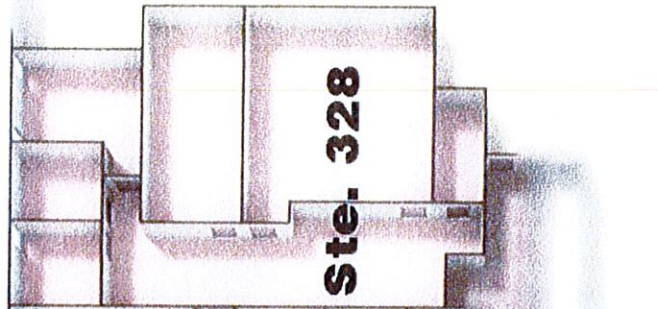
2nd Floor

(Ste. 250 WEST)

(6,638 ft²)



Fisherman Street



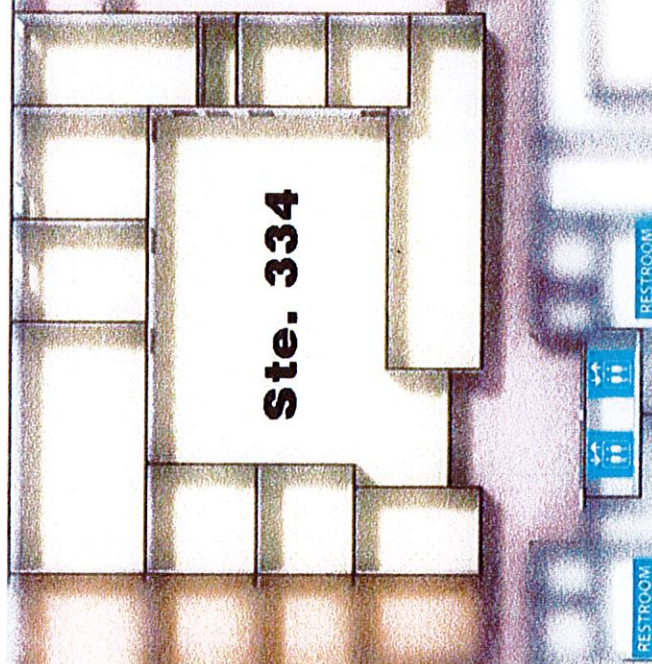
**780 - Fisherman Street
Opa-Locka**

3rd Floor

Ste. 328 1,830 ft²



Fisherman Street



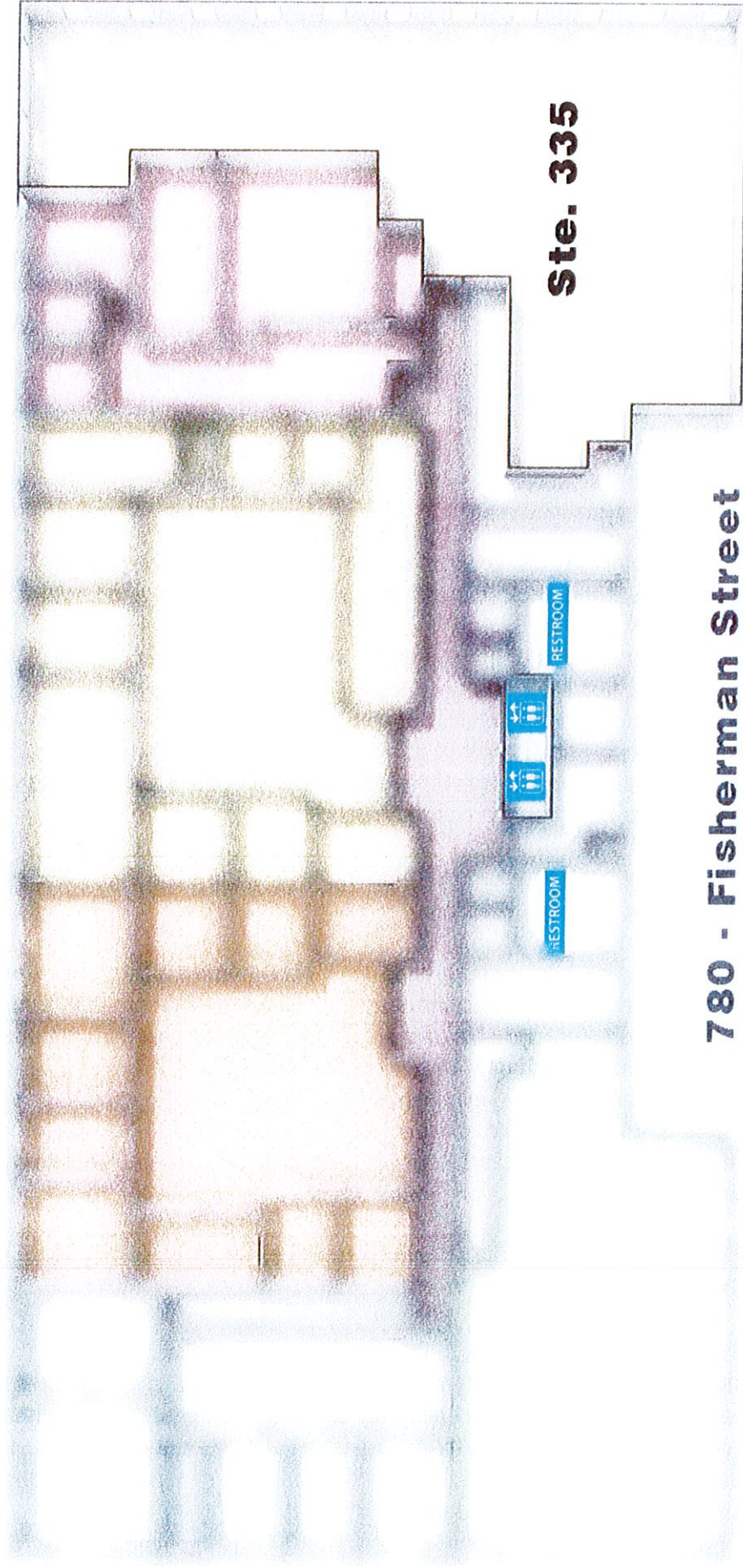
**780 - Fisherman Street
Opa-Locka**

3rd Floor

Ste. 334 3,598 ft²



Fisherman Street



Ste. 335

**780 - Fisherman Street
Opa-Locka**

3rd Floor

Ste. 335 3,646 ft²

EXHIBIT B

RULES AND REGULATIONS

1. The entrance, lobbies, passages, corridors, elevators, and stairways shall not be encumbered or obstructed by Tenant, Tenants agents, servants, employees, licenses, and visitors, nor be used by them for any purpose other than for ingress and egress to and from the Premises. The moving in or out of all safes, freight, and furniture or bulky matter of any description must take place during the hours which Landlord may determine from time to time. Landlord reserves the right to inspect all freight and bulky matter to be brought into the building and exclude from building all freight and bulky matter which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.
2. No curtains, blinds, shades, screens, or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the premises without prior written consent of the Landlord. Said consent shall not be unreasonably withheld and shall be consistent with other establishments of similar nature.
3. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof without prior written consent of the Landlord. Tenant must, upon the termination of its tenancy, restore to Landlord all keys of offices and toilet rooms either furnished to or otherwise procured by Tenant; and in the event of the loss of any keys so furnished; Tenant shall pay to Landlord the cost thereof.
4. Canvassing, soliciting and peddling in the building or on the lot are prohibited, and Tenant shall cooperate to prevent same.
5. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the Building Manager's office no later than 2:00 P.M. of the preceding workday (Monday through Friday) on forms available from Building Manager. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel who are authorized to make such requests. Charges are to be determined by the Building Manager on the additional hours of operation, as shall be fair and reasonable and reflect the additional operating cost involved.
6. Tenant shall comply with all security measures from time to time established by Landlord for the Building.
7. Tenant shall have the right to install within the Premises, at its sole expense, such a sign or signs as may be reasonable and appropriate under the circumstances. All such signs shall be located within the glass line of the building and in accordance with all applicable zoning codes, building codes and related rules, regulations and ordinances. Tenant shall put in an installation for Landlords approval. Landlord's approval of any sign will not be unreasonably withheld or delayed.

8. Tenant shall have reasonable access to the elevators within the building for the purpose of transporting furniture to the Premises; provided such use shall not be permitted to interfere with normal and usual use of the elevators by other tenants and their visitors. Tenant shall be responsible for any damage done to the elevators or other areas of the building in connection with transportation of said products and shall promptly repair any damage caused thereto.
9. All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside the Premises prepared for collection in the manner and at the times and places specified by Landlord and in accordance with all governmental regulations. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at tenant cost.
10. No radio or television aerial or other similar devices shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof of the building or any exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without Landlord's written consent may be removed by Landlord at any time and Landlord shall not be liable to Tenant for such removal including any damage to property caused during the removal.
11. Tenant and its employees shall park their cars in those portions of the parking areas designated by Landlord.
12. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provisions shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.



South Florida School Of Excellence
General & Special Education- Gifted & Autism Center
PRE K 3 -12th Grade
INTEGRITY - PERSEVERANCE - DETERMINATION

Date: 02/9/21
City of Opa Locka
780 Fisherman Street, 4th Floor
Opa Locka, FL 33054
Office: 305.953.2868 Ext. 1203
Email: slawson@opalockafl.gov

To the Honorable Commissions' of City Of Opa Locka,

Thank you very much for providing South Florida School Of Excellence, General & Special Education - Gifted & Autism Center opportunity to rent 3rd floor at the city hall of Opa Locka since last year. SFSE is the first clinical educational school in South Florida for the children with Autism. City have gained a genuine pride for being the only South Florida's clinical educational Autism school, serves children ages 3- to 22-year-old. **Since 2016 within three years the growth of school has received a tremendous amount of success in city's economic growth and community services with estimated 300 student enrollment.**

Floridians are not only travelling to city of Opa Locka's from nearby cities likewise, Miami Gardens, North Miami, Hialeah, student enrollment have extended towards South- city of Kendall and North- city of Miramar.

South Florida School Of Excellence would like to request the opportunity to expand via renting the 1st floor of City Hall or maybe 2nd floor upon its availability in future to meet the needs fastest growing population of children in need of private school setting.

We have decided to rent 1st floor, starting Monday April 5th and we are writing to notify you of that intent

- **1st floor - \$14.00 per sq. ft (8,397 sq. ft.), followed by yearly 2% increase in rent.**

School will be responsible to pay its monthly electricity expenses. We would like to know the amount of partial security deposit needed. School would like to receive the leasing agreement reviewed, **the first day of school with students will be on 04/05/2021, for the school year 2020 to 2021 from Monday 04/5/2021 till 6/30/2022.**

Please contact us so we can discuss the leasing agreement.

Our students and staff are looking forward to moving into this property, and thanks again for your support to South Florida School Of Excellence's one and only the unique program of clinical services at school facilities for children with Autism/Special needs. Please contact us to discuss this further and hopefully arrive at the final terms of lease. We believe it can be a great support to the community. Thank you so much and have great day.

Yours Sincerely,

Mrs. Batul Maniar
MA.ED, MS.ESE, Autism Certified
Principal,
South Florida School Of Excellence
General & Special Education - Gifted & Autism Center Prek-3 - 12th Grade 3400 NW 135th St Building B
Opa Locka, FL 33054, Cell: 754.204.3738, Tel.: 786.502.3901, Fax.: 786.953.6138
maniarb3@hotmail.com- sfschoolofexcellence.com



LLCDBAS-01

SCAMACHO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diverse Insurance Group, Inc. DBA Global Green Insurance Agency 9900 Stirling Rd., Ste. 240 Cooper City, FL 33024-8065	CONTACT NAME: PHONE (A/C, No, Ext): (754) 300-7352 FAX (A/C, No): (954) 530-1743 E-MAIL ADDRESS: mohammed@insurefloridians.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Wesco Insurance Company	
INSURER B: AmTrust North America, Inc.	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 SFSE LLC DBA South Florida School of Excellence INC
 780 Fisherman Dr
 3rd floor
 Opa Locka, FL 33054

COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		WPP149062704	8/22/2020	8/22/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						
A	☐ AUTOMOBILE LIABILITY			WPP149062704	8/22/2020	8/22/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						
	EXCESS LIAB						
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	AWC1133805	8/8/2020	8/8/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Please refer to the policy jacket for terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Opa Locka
 780 Fisherman
 4th Floor
 Opa Locka, FL 33054

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sylvia Camacho

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SFSE LLC

Filing Information

Document Number L16000103985
FEI/EIN Number 81-2780334
Date Filed 05/27/2016
State FL
Status ACTIVE

Principal Address

3400 NW 135 ST
HIALEAH GARDENS, FL 33054

Mailing Address

3400 NW 135 ST
MIAMI GARDENS, FL 33054

Registered Agent Name & Address

BILLOO, YASIR, ESQ.
2122 HOLLYWOOD BLVD.
HOLLYWOOD, FL 33020

Authorized Person(s) Detail

Name & Address

Title MGR

MANIAR, BATUL
3536 SW 173 WAY
MIRAMAR, FL 33029

Annual Reports

Report Year	Filed Date
2019	04/29/2019
2020	06/29/2020
2021	04/29/2021

Document Images

[04/29/2021 -- ANNUAL REPORT](#)[View image in PDF format](#)[06/29/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)

04/29/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
05/27/2016 -- Florida Limited Liability	View image in PDF format

Florida Department of State - Division of Corporations

Florida Department of State

DIVISION OF CORPORATIONS

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Fictitious Name Search

No Filing History

Submit

Fictitious Name Detail

Fictitious Name

SOUTH FLORIDA SCHOOL OF EXCELLENCE

Filing Information

Registration Number G16000053640
Status ACTIVE
Filed Date 05/30/2016
Expiration Date 12/31/2021
Current Owners 1
County MIAMI-DADE
Total Pages 1
Events Filed NONE
FEI/EIN Number NONE

Mailing Address

3400 NW 135 ST
MIAMI GARDENS, FL 33054

Owner Information

SFSE LLC
3400 NW 135 ST
MIAMI GARDENS, FL 33054
FEI/EIN Number: APPL
Document Number: L16000103985

Document Images

[05/30/2016 -- Fictitious Name Filing](#) [View image in PDF format](#)[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

Submit

Florida Department of State: Division of Corporations

Lease Agreement

South Florida School of Excellence

DATE OF LEASE COMMENCEMENT:

As of September 1, 2019

- A. LANDLORD:** City of Opa-locka
780 Fisherman Street
Opa-locka, Florida 33054
- B. TENANT:** South Florida School of Excellence
- C. ADDRESS OF LEASED PREMISES:** 780 Fisherman Street, Ste. 328, 334, and 335
Opa-locka, Florida 33054
- D. LEASED PREMISES:** 9,074 rentable sq. ft.
- E. LEASE DATE:** September 1, 2019
- F. LEASE TERM:** Two (2) years
- G. RENT:**
- Suite 328 (1,830 sq. ft.) Base rent is \$14.00 per sq. ft. The rent shall be \$2,135.00 per month for year one (\$25,620.00 per year). Base rent will be increased by 3% each year.
- Suite 334 (3,598) sq. ft.) Base rent is \$14.00 per sq. ft. The rent shall be \$4,197.66 per month for year one (\$50,372.00 per year). Base rent will be increased by 3% each year.
- Suite 335 (3,646 sq. ft.) Base rent is \$14.00 per sq. ft. The rent shall be \$4,253.66 per month for year one (\$51,044.00 per year). Base rent will be increased by 3% each year.
- Tenant is also responsible for paying their Proportionate Share which is 4.66% of the monthly rent.

**H. COMMON AREA
MAINTENANCE, TAXES
AND INSURANCE:**

Landlord will insure the building and will maintain in good repair the building and all common areas, including the parking areas, sidewalks and exterior landscaped areas. Commencing on September 1, 2019, Tenant will pay its prorate share of increases in Landlord's cost for real estate taxes, insurance, management fees, utilities and common area maintenance over a base year of 2019. Such charges shall be payable in equal monthly installments on the first day of each month and will be adjusted annually, such adjustment to be effective as of January 1 of each year. Tenant shall pay for all electricity used at the premises, which shall be separately metered in Tenant's name.

I. PARKING:

Landlord shall provide sufficient parking for Tenant's intended used.

**J. LANDLORD SERVICES DURING
THE TERM:**

Landlord shall perform the following during the Term.

- Cleaning and janitorial services will be provided in the common areas of the building.
- Maintenance and repair of the exterior of the Building and the Building grounds, including shrubbery and the parking lot area.
- Security service for the Building.

K. REPAIRS:

Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as may be necessary to keep them in serviceable condition.

LEASE AGREEMENT

DATE OF LEASE EXECUTION:

As of September 1, 2019

ARTICLE 1

REFERENCE DATA

- 1.1 SUBJECTS REFERRED TO: Each reference in this Lease to any of the following terms shall incorporate the data stated for that subject in this Section
- 1.1.1 LANDLORD: City of Opa-locka
- 1.1.2 MANAGING AGENT: City of Opa-locka, 780 Fisherman Street, Opa-locka, Florida 33054
- 1.1.3 TENANT: South Florida School of Excellence
- 1.1.4 TENANT'S ADDRESS (FOR NOTICE & BILLING): The Premises
- 1.1.5 LOT: The parcel of land at 780 Fisherman Street, Opa-locka, Florida 33054, on which the Building is located
- 1.1.6 TENANT'S SPACE: Suites 328, 334, and 335 located on the third floor of the Building, as shown on the floor plan attached hereto as Exhibit A
- 1.1.7 RENTABLE FLOOR AREA OF TENANT'S SPACE: Approximately 9,074 square feet
- 1.1.8 TENANT'S PROPORTIONATE SHARE: 4.66%
- 1.1.9 EFFECTIVE DATE: The date of lease execution set forth on the first page hereof
- 1.1.10 TERM COMMENCEMENT DATE: September 1, 2019

TERM EXPIRATION DATE: August 31, 2021
- 1.1.11 ANNUAL AND MONTHLY BASE RENT INSTALLMENTS: Base rent and Proportionate Share is due on the first day of each month.
- 1.1.12 SECURITY DEPOSIT: First and Last month rent = \$21,178.64

1.1.13 PERMITTED USE: School

1.1.14 BROKERS: None

1.2 EXHIBITS AND SCHEDULES: The exhibits and schedules listed below in this Section are incorporated in this Lease by reference and are to be constructed as part of this Lease.

EXHIBIT A: Floor Plan of Premises

EXHIBIT B: Rules and Regulations

ARTICLE 2

PREMISES AND TERM

2.1 **PREMISES:** Subject to and with the benefit of the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, Tenant's Space in the Building located on the Lot, excluding exterior faces of exterior walls, the common facilities and building service fixtures and equipment serving exclusively or in common other parts of the Building. Tenant's Space, with such exclusions, is referred to in this instrument as the "**Premises**". The Lot and the Building are sometimes referred to in this instrument as the "**Property**".

2.1.1 Tenant shall have, as appurtenant to the Premises, the right to use in common with others entitled thereto, subject to reasonable rules of general applicability to tenants of the Building from time to time made by Landlord of which Tenant is given notice, common facilities included in the Building or on the Lot, including use of the parking areas, as set forth below to the extent from time to time designated by Landlord and the Building and service fixtures and equipment serving the Premises.

2.1.2 Tenant shall have use of the parking areas provided for the common use of all tenants and their guests, subject to rules and regulations which may be promulgated by Landlord from time to time.

2.1.3 Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, remove, use, maintain and relocate for service to the Premises and to other parts of the Building or either building, service fixtures and equipment wherever located in, the Building and (b) to alter or relocate any other common facility, including the parking areas, provided that substitutions are substantially equivalent or better.

2.2 TERM: To have and to hold for the term beginning on the Commencement Date and ending on the Expiration Date (the "**Term**"), unless sooner terminated as provided herein below, in Section 7.1 or in Article 9. See Section 4.1 below relative to the Rent Commencement Date. The Term may be extended as set forth in Exhibit C attached hereto and made a part hereof. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to terminate this Lease prior to the Expiration Date if Tenant loses its federal funding and is unable to continue. In such event, Tenant will give Landlord written notice of such loss of funding and its intent to terminate this Lease not less than 30 days prior to such termination.

ARTICLE 3

CONSTRUCTION

3.1 DELIVERY OF PREMISES: Landlord shall deliver the Premises to Tenant with the Premises finished as described in Schedule 3.1.

3.2 ACCESS: Landlord shall permit Tenant access for installing equipment and furnishings in the Premises prior to the Commencement Date when it can be done without material interference with remaining work. Such access shall be subject to the provisions of this Lease, except for payment of Base Rent. Tenant shall indemnify and save Landlord harmless from and against any and all loss, liability, damage, cost and expense, including without limitation attorneys' fees and costs, claimed for or actually arising from, growing out of or related to any act, negligence or failure to act of Tenant or anyone entering the Premises or Building with Tenant's permission. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors. The provisions of this Section shall survive the termination of this Lease.

3.3 GENERAL PROVISIONS APPLICABLE TO CONSTRUCTION: All construction work required or permitted by this Lease, whether by Landlord or by Tenant, shall be done in a good and workmanlike manner and in compliance with all applicable laws and all

lawful ordinances, regulations and orders of governmental authority and insurers of the Building. Either party may inspect the work of the other at reasonable times and shall promptly give notice of observed defects. Landlord shall have no further obligation to fund or complete construction work once the Landlord's obligations contained in Section 3.1 have been fulfilled.

3.4 TENANT ALTERATIONS: Tenant shall not make any changes or alterations to the Premises without Landlord's prior written consent; and shall not in any event make unauthorized structural changes or additions to the Building or Premises or changes or additions to the heating, ventilating and air conditioning or other systems of the Building, consent to which may be withheld by Landlord in its sole discretion. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. All Tenant alterations shall be accomplished in a good and workmanlike manner at Tenant's sole expense, in conformity with all Applicable Laws, by a licensed and bonded contractor approved in advance by Landlord, such approval not to be unreasonably withheld or delayed. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials. Any Tenant alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at its option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal or alterations to be borne by Tenant. This clause will not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant if (a) such equipment, furniture and trade fixtures are not then subject to any other rights, liens and interests of Landlord, or (b) Tenant is not then in default.

3.5 NO LIENS: Tenant shall pay promptly; when due, the entire cost of any work done on the Premises by Tenant, its agent, employees or independent contractors. Tenant shall have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Tenant will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Landlord, and will indemnify Landlord against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LANDLORD WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANY ONE HOLDING THE PREMISES THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN THE PREMISES. TENANT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY TENANT PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE 4

RENT

4.1 RENT: Tenant agrees to pay, without any offset or reduction whatsoever, to Landlord fixed rent and proportionate share on the first day of each calendar month of the Term,

beginning on the first day of the first (1st) full calendar month of the Term. The Base Rent shall be applicable for the Term commencing on the Term Commencement Date (the "**Rent Commencement Date**"). Tenant shall pay, with each payment of Rent, all sales and other applicable taxes which may be due or payable thereon.

4.2 **OPERATING COSTS AND TAXES; ESCALATION:**

4.2.1 As used in this Section, these words and terms shall have the following meanings:

(a) "**Base Year**" shall mean calendar year 2019.

(b) "**Operating Costs**" shall mean all costs incurred and expenditures made by Landlord in the operation and management of the Building and the Lot, including management and maintenance of the parking areas, exclusive of financing expenses, as determined in accordance with generally accepted accounting principles. Operating Costs include, without limitation security maintenance and repairs to the Property (including snow removal, landscaping, elevators and other Building components); payments under all service contracts relating to the operation and maintenance of the Property; management fees; wages, salaries; benefits, payroll taxes and unemployment compensation insurance for employees of Landlord or any contractor of Landlord engaged in the cleaning, operation, maintenance or security of the Property; insurance relating to the Property; legal fees related to the management of tenants and operations of the Property; auditing expenses; any capital expenditure made by Landlord following the Commencement Date for the purpose of reducing other operating expenses or complying with any governmental requirement so long as such expenditure is amortized in accord with generally accepted accounting principles, provided however, that no other capital expenditure shall be deemed an Operating Cost for purposes hereof; payments other than Taxes (as hereinafter defined) (including, but not limited to, water and sewer charges, special assessments and other user fees), supplies and all other expenses customarily incurred in connection with the operation of buildings similar to the Building.

(c) "**Taxes**" shall mean all payments, all taxes, assessments and betterments levied, assessed or imposed by any governmental or regulatory authority upon or against the Property or payments in lieu therefore. If, at any time during the Term, any tax or excise on rents or other taxes, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder, either wholly or partially in substitution for real estate taxes assessed or levied on the Property, or payments in lieu thereof, such tax or excise on rent shall be included in Taxes; however, Taxes shall not include franchise, estate, inheritance, succession, capital levy, transfer, income or excess profit taxes assessed on Landlord.

(d) **"Operating Cost Escalation Statement"** shall mean statements in writing signed by Landlord setting forth the amounts payable by Tenant for a specified calendar year or other computation period pursuant to this Section.

(e) **"Tax Escalation Statements"** shall mean statements in writing signed by Landlord setting forth the amounts payable by Tenant for a specified calendar year or other computation period pursuant to this Section.

4.2.2 Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of any increase in the Taxes over the Base Year Taxes (the **"Tax Cost Excess"**). Such amount or amounts shall be estimated by Landlord and due in monthly installments, together with Tenant's payments of Base Rent. At the end of each calendar year, Landlord shall compute the actual Tax Cost Excess, and shall inform Tenant of the amount in the Tax Escalation Statement. Tenant shall be given a credit against its payment of any future Tax Cost Excess for any overpayment of Tax Cost Excess that shall have been paid up to the time of such statement. If Tenant has underpaid, then Tenant shall pay the balance due to Landlord within thirty (30) days of the date of the Tax Escalation Statement, unless the statement is rendered at the end of the Term, in which case any underpayment due Landlord will be paid by check at the time Tenant delivers the Premises to Landlord, and any overpayment due Tenant will be promptly refunded by Landlord. If this Lease shall commence or terminate in the middle of a calendar year, Tenant shall be liable for only that portion of the Tax Cost Excess in respect of such calendar year represented by a fraction, the numerator of which is the number of days of the Term which fall within the calendar year and the denominator of which is three hundred sixty-five (365).

4.2.3 Tenant shall pay to Landlord an amount equal to Tenant's Proportionate Share of any increase in the Operating Costs over the Base Year Operating Costs (the **"Operating Cost Excess"**). Such amount or amounts shall be estimated by Landlord and due in monthly, together with Tenant's payments of Base Rent. At the end of each calendar year, Landlord shall compute the actual Operating Cost Excess, and shall inform Tenant of the amount in the Operating Cost Escalation Statement. Tenant shall be given a credit against its payment of any future Tax Cost Excess for any overpayment of Operating Cost Excess that shall have been paid up to the time of such statement. If Tenant has underpaid, then Tenant shall pay the balance due to Landlord within thirty (30) days of the date of the Operating Cost Escalation Statement, unless the statement is rendered at the end of the Term, in which case any under payment due Landlord will be paid by check at the time Tenant delivers the Premises to Landlord, and any over payment due Tenant will be promptly refunded by Landlord. If this Lease shall commence or terminate in the middle of a calendar year, Tenant shall be liable for only that portion of the Operating Cost Excess in respect of such calendar year represented by a fraction, the numerator of which is the number of days of the Term which fall within the calendar year and the denominator of which is three hundred sixty-five (365).

4.2.4 If, after Tenant shall have made any payment of Tax Cost Excess to Landlord pursuant to this Section, Landlord shall receive a refund of any portion of Taxes paid by Tenant during the Term hereof as a result of abatement of such Taxes by legal proceedings, settlement or otherwise, Landlord shall pay or credit to Tenant the Tenant's share of the refund

(less the proportional, pro rata expenses, including attorney's fees and appraiser's fees, incurred in connection with obtaining any such refund), as related to Taxes paid by Tenant to Landlord with respect to any portion of the Term for which a refund is obtained. Tenant shall have no right to seek or to control any abatement, dispute, or other proceedings with any other governmental agency or entity.

4.2.5 Any disputes arising with respect to the amount of any payment due under this Section shall, upon request by either party, be finally determined by a court of competent jurisdiction in Miami-Dade County, Florida. Tenant shall pay all of its costs and expenses of litigation, and if said litigation determines that the amount stated in the Tax Escalation Statement or Operating Cost Escalation Statement is not more than ten percent (10%) above the Tax Cost Excess or the Operating Cost Excess, respectively, as billed to Tenant, Tenant shall also pay all of Landlord's costs and expenses of litigation, including, without limitation, the fees of experts and reasonable attorneys' fees. Any obligation of Tenant under this Section which shall not have been paid at the expiration of the Term shall survive such expiration and shall be paid when and as the amount of same shall be determined together with interest thereon at the prime rate of interest then currently charged by Bank of America, N.A. (or, if applicable, its successors) plus 2% from the date the sum was first due to Landlord.

4.2.6 The additional rent required to be paid by Tenant under this Section, together with the Base Rent and any other sums due Landlord under this Lease, is hereinafter collectively called the "**Rent**".

4.3 PAYMENTS: All payments of Rent shall be made to Managing Agent, or to such other person as Landlord may from time to time designate.

4.4 LATE CHARGES: If any Base Rent or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay in addition to such payment a late charge equal to the greater of 5% of the payment which is past due or Two Hundred Fifty Dollars and No Cents (\$250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum or the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) or \$250.00 late charge or any other remedy available to Landlord.

4.5 ELECTRICITY: Tenant shall pay for all electricity consumed in Tenant's Space. The consumption shall be measured by an independent meter installed specifically for the Premises. The meter shall be in the name of Tenant, who shall have sole responsibility for paying this expense directly to the utility company. The consumption of electricity for common areas will be paid for by Landlord, and included in Operating Costs.

4.6 NET LEASE. This Lease shall be deemed and construed to be a "net lease" and Tenant shall pay to Landlord, absolutely net throughout the term of this Lease, the Base Rent, and other payments hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement deduction or set-off, other than as here in expressly provided for,

and under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall Landlord be expected or required to make any payment of any kind whatsoever or be under any other obligation or liability hereunder except as herein otherwise expressly set forth.

ARTICLE 5

LANDLORD'S OBLIGATIONS

5.1 LANDLORD'S SERVICES DURING THE TERM: Landlord shall perform the following during the Term.

5.1.1 Building Services: Landlord will furnish the following services to Tenant, and shall pay all costs for water, sewer and solid waste for the Property and the Leased Premises:

(a) Cleaning and janitorial services will be provided in the common areas of the Building on Monday through Friday, except for national, state and local holidays and for weekends, including holiday weekends;

(b) Automatically operated passenger elevator service and water at those points of supply provided for general use of its tenants;

(c) Freight elevators on an "as available" basis for incidental use by Tenant;

(d) Maintenance and repair of the exterior of the Building and Building grounds, including shrubbery and the parking lot area; and

(e) Security service for the Building.

5.1.2 Additional Building Services: Landlord shall furnish, solely at Landlord's election, through Landlord's employees or independent contractors, reasonable additional Building operation services upon reasonable advance request of Tenant at equitable rates from time to time established by Landlord to be paid by Tenant.

5.1.3 Repairs: Except as otherwise provided in Article 7, Landlord shall make such repairs to the roof, exterior walls, floor slabs and common facilities of the Building as maybe necessary to keep them in serviceable condition. It is agreed upon between Landlord and Tenant that the Landlord shall be responsible for the maintenance and upkeep of the outside of the Building and all repairs to the Leased Premises, including electrical, plumbing and air conditioning within the Building, unless damage caused by the negligence or fault of Tenant, its employees, agents or invitees, in which event Tenant shall be responsible for said costs, which Landlord may charge to Tenant as additional rent. If the Leased Premises become un-tenantable by reason of fire, windstorm or other events beyond the control of Tenant or Landlord, then during such period the rental provided herein shall cease and be abated and the Landlord shall have a reasonable time during which to make the required repairs, or in the event Landlord elects not to rebuild or repair the Leased Premises, then this Lease shall thereupon cease and be deemed

terminated.

5.2 QUIET ENJOYMENT: Landlord has the right to make this Lease and Tenant, on paying the rent and performing its obligations hereunder, shall peacefully and quietly have, hold and enjoy the Premises throughout the Term without any manner of hindrance or molestation from Landlord or anyone claiming under Landlord, subject, however, to all the terms and provisions hereof. Landlord shall not be liable to Tenant, which shall have no recourse against Landlord, by reason of interference with quiet enjoyment caused by other tenants.

5.3 INTERRUPTIONS:

5.3.1 Landlord shall not be liable to Tenant for any compensation or reduction of Rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord's entering the Premises for any of the purposes in this Lease authorized, or for repairing the Premises or any portion of the Property. In case Landlord is prevented or delayed from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord's part, by reason of any cause reasonably beyond Landlord's control, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises.

5.3.2 Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE 6

TENANT'S COVENANTS

6.1 TENANT'S COVENANTS DURING THE TERM: Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises, to do and perform the following matters.

6.1.1 Tenant's Payments: Tenant shall pay, when due, (a) all Base Rent and additional rent, (b) all taxes which may be imposed on Tenant's personal property in the Premises (including, without limitation, Tenant's fixtures and equipment) regardless to whomever assessed, (c) all sales taxes which may be imposed on the payment by Tenant of Base Rent and/or additional rent due hereunder, (d) all charges for telephone, electricity and other utility services (including service inspections therefor) rendered to the Premises and separately metered or billed to Tenant, and (e) as additional rent, all charges of Landlord rendered pursuant to Section 4.2 here of and any other sums due Landlord pursuant to this Lease.

6.1.2 Repairs and Yielding Up: Tenant shall keep the Premises in good order, repair and condition, reasonable wear only excepted; at the expiration or termination of this Lease,

Tenant shall peaceably yield up the Premises and all changes and additions there in such order, repair and condition. Subject to the provisions of Section 3.5, Tenant shall remove all personal property of Tenant, and any items required to be removed by Landlord pursuant to Section 3.5 or otherwise, repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat. Any property remaining on the Premises may, at Landlord's discretion, be removed, destroyed, sold, stored or otherwise disposed of at Tenant's cost.

6.1.3 Occupancy and Use: Tenant shall, continuously from the Commencement Date, use and occupy the Premises only for the Permitted Use, and shall not injure or deface the Premises or Property, and shall not permit in the Premises any auction, sale, nuisance or the emission from the Premises of any objectionable noise or odor, nor any use which is improper, offensive, contrary to law or ordinances, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alteration or addition to the Building, nor cause the violation of any laws, ordinances, building codes, rules or regulations, any order or judgment, permit or license, of any federal, state or local governmental or regulatory entity having jurisdiction over or application to the Property, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act and all regulations and orders promulgated to such act (collectively, "**Applicable Laws**"); Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or at any time during the term of this Lease, will comply with all Applicable Laws. Tenant will procure at its own expense all permits and licenses required for the transaction of its business in the Premises.

6.1.4 Hazardous Materials: Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises other than in strict compliance with Applicable Laws. For purposes of this provision, the term "**Hazardous Materials**" will mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws. If Tenant's activities at the Premises or Tenant's use of the Premises (a) results in a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder; (b) gives rise to any claim or requires a response under common law or Applicable Laws or permits issued thereunder; (c) causes a significant public health effect; or (d) creates a nuisance, then Tenant shall, at its sole cost and expense: (i) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (ii) promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of their mediation plan to be undertaken.

6.1.5 Rules and Regulations: Tenant shall comply with the Rules and Regulations set forth in Exhibit B and all other reasonable Rules and Regulations hereafter made by Landlord, of which Tenant shall have been notified, for the care and use of the Property.

6.1.6 Safety Appliances: Tenant shall keep the Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by Tenant and to procure all licenses and permits so required and, if requested

by Landlord, shall do any work so required because of such use, it being understood that the foregoing provisions shall not be construed to broaden in any way Tenant's Permitted Use.

6.1.7 Assignment and Subletting: Tenant shall not, without the prior written consent of Landlord, assign this lease, make any sublease or permit occupancy of the Premises or any part thereof by anyone other than Tenant, voluntarily or by operation of law (it being understood that Landlord shall not unreasonably withhold or delay its consent herein required). Tenant shall, as additional rent, reimburse Landlord promptly for reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to assign or sublet. No consent by Landlord shall affect the continuing liability of Tenant (which, following assignment, shall be joint and several with the assignee), and no consent to any of the foregoing in a specific instance shall operate as a waiver in any subsequent instance. Any permitted assignee, subtenant or other occupant must deliver a written instrument to Landlord, in form and substance reasonably satisfactory to Landlord, by which such assignee, subtenant or other occupant agrees to be bound by and assume all obligations of Tenant under this Lease relating to the portion of the Premises acquired by such assignee, subtenant or other occupant. Any attempted assignment, subleasing or other occupancy not approved by Landlord as required by this Subsection 6.1.7 shall be void and a default under this Lease; any net income (after commercially reasonable brokerage fees and out of pocket costs of leasing) which is payable to Tenant in connection with such subleasing or assignment or occupancy, in excess of the sums due Landlord by Tenant under this Lease, shall be payable one-half to Landlord, and one-half may be retained by Tenant.

6.1.8 Space Sharing: Opa-locka Community Development Corporation will provide the City with a bi-weekly schedule of user agreements for the space at 780 Fisherman Street and the City will provide a response to OLCDC within 72 hours. The Opa-locka Community Development Corporation and users will list the City of Opa-locka as an insurer on their liability insurance.

6.1.9 Loading: Tenant shall not place a load upon the Premises exceeding an average rate of fifty (50) pounds of live load per square foot of floor area, and shall not move any safe, vault or other heavy equipment in, about or out of the Premises, except in such manner and at such times as Landlord shall in each instance approve. Tenant's business machines and mechanical equipment which cause vibration or noise that may be transmitted to the Building structure or to any other leased space in the Building shall be placed and maintained by Tenant in settings of cork, rubber, spring or other types of vibration eliminators sufficient to eliminate such vibration or noise.

6.1.10 Landlord's Costs: In case Landlord shall, without any fault on its part, be made party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, Tenant shall pay, as additional rent, all costs including, without implied limitation, reasonable attorneys' fees incurred by or imposed upon Landlord in connection with such litigation and, as additional rent, shall also pay all such costs and fees incurred by Landlord for any obligations of Tenant under this Lease.

6.1.11 Tenant's Property: All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere in the Property shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be

destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, no part of said loss or damage is to be charged to or to be borne by Landlord unless located off the Premises and due to the willful act or gross negligence of Landlord.

6.1.12 Holdover: Tenant shall pay to Landlord twice the total of the Base Rent and additional rent then applicable for each month or portion thereof, in the event that Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, and shall also pay all damages sustained by Landlord on account thereof. The provisions of this Subsection shall not operate as a waiver by Landlord of any right of re-entry provided in this Lease, at the option of Landlord exercised by written notice given to Tenant while such holding over continues. Such holding over shall, at Landlord's option, exercised by written notice at any time during the holding over, constitute an extension of this Lease for a period of one (1) year.

ARTICLE 7

CASUALTY AND TAKING

7.1 CASUALTY AND TAKING: In case during the Term all or any substantial part of the Premises, the Building or Lot or any one or more of them, are damaged materially by fire or any other cause, this Lease shall terminate at Landlord's election, which may be made, notwithstanding that Landlord's entire interest may have been divested, by notice given to Tenant within sixty (60) days after the occurrence of the event giving rise to the election to terminate, which notice shall specify the effective date of termination which shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice of such termination. In case during the Term all or any substantial part of the Premises shall be taken by eminent domain, then either Landlord or Tenant may within sixty (60) days after receipt of notice of such taking by notice in writing to the other terminate this Lease as of the date of actual physical taking of possession under such taking. If in any such case the Premises are rendered unfit for use and occupation and the Lease is not so terminated, Landlord shall use due diligence to put the Premises, or, in the case of taking, what may remain thereof (excluding any items installed or paid for by Tenant, which Tenant may be required or permitted to remove), into proper condition for use and occupation to the extent permitted by the next award of insurance or damages and applicable laws then in effect and a just proportion of the Base Rent and additional rent according to the nature and extent of the injury shall be abated until the Premises or such remainder shall have been substantially completed by Landlord in such condition, and in case of taking which permanently reduces the area of the Premises, a just proportion of the Base Rent and additional rent shall be abated for the remainder of the Term and an appropriate adjustment shall be made to the annual estimated Operating Costs.

7.2 RESERVATION OF AWARD: Landlord reserves to itself any and all rights to receive awards made for damages to the Premises, Building or Lot and the lease hold hereby created, or any one or more of them, accruing by reason of exercise of eminent domain or by reason of anything lawfully done in pursuance of public or other authority. Tenant hereby releases and assigns to Landlord all Tenant's rights to such awards, and covenants to deliver such further assignments and assurances thereof as Landlord may from time to time request, hereby irrevocably designating and appointing Landlord as its attorney-in-fact to execute and deliver in Tenant's name, it being agreed and understood, however, that Landlord does not reserve to itself

and Tenant does not assign to Landlord any damages payable for (i) movable trade fixtures installed by Tenant or anybody claiming under Tenant, at its own expense, or (ii) relocation expenses recoverable by Tenant from such authority in a separate action.

ARTICLE 8

RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE: Landlord or any mortgagee of Landlord, from time to time, shall have the option to subordinate this Lease to any mortgage or deed of trust (a "**Mortgage**") of the Lot or Building, or both (the "**Mortgaged Premises**"), provided that the holder thereof ("**Mortgagee**") agrees in writing to recognize the rights of Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such holder through foreclosure proceedings or otherwise; Tenant agrees to recognize Mortgagee as Landlord in such event. The provisions of this Section 8.1 shall bind and inure to the benefit of the successors and assigns of Tenant and of Mortgagee and upon anyone purchasing the Mortgaged Premises at any foreclosure sale or otherwise. Any such Mortgage to which this Lease shall be subordinated may contain such terms, provisions and conditions as the Mortgagee deems usual or customary.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY: Upon entry and taking possession of the Mortgaged Premises for any purpose other than foreclosure, Mortgagee shall have all rights of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no such holder shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform or be liable in damages for failure to perform, any of the obligations of Landlord, unless and until such holder shall enter and take possession of the Mortgaged Premises for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such holder shall be liable to perform all of the obligations of Landlord, subject to the provisions of Section 3.3, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.3 to the owner of the equity of the mortgaged premises. In no event, however, shall the holder of a mortgage on the Lot and/or the Building have any duty to perform or liability with respect to Landlord's obligations under this Lease unless and until such holder acquires title to the Lot and/or Building through foreclosure or otherwise, and if such holder does so acquire title, in no event shall such holder have any duty to perform or any liability with respect to Landlord's obligations or any fact, circumstance or condition existing, arising or accruing before such acquisition of title.

8.3 MORTGAGEE'S ELECTION: Notwithstanding any other provisions to the contrary contained in this Lease, if prior to substantial completion of Landlord's obligations under Article 3, any holder of a first mortgage on the mortgaged premises enters and takes possession thereafter for the purpose of foreclosing the Mortgage, such holder may elect, by written notice given to Tenant and Landlord at any time within ninety (90) days after such entry and taking of possession, not to perform Landlord's obligations under Article 3, and in such event such holder and all persons claiming under it shall be relieved of all obligations to perform and all liability for failure to perform said Landlord's obligations under Article 3, in which event Tenant may terminate this Lease and all its obligations hereunder by written notice

to Landlord and such holder given within thirty (30) days after the day on which such holder shall have given its notice as aforesaid.

8.4 NO PREPAYMENT OR MODIFICATION: No Base Rent, additional rent, or any other charge shall be paid more than thirty (30) days prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee in possession or in the process of foreclosing its mortgage) be a nullity as against such mortgagee, and Tenant shall be liable for the amount of such payments to such mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term or otherwise materially change the rights of Landlord or holder of a mortgage affecting the Premises under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid, unless consented to in writing by Landlord's mortgagees of record, if any.

8.5 NO RELEASE OR TERMINATION: No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) Tenant shall have first given written notice of Landlord's act or failure to act to Landlord's Mortgagees of record, if any, specifying the act or failure to act on the part of Landlord which could or would give basis to Tenant's rights, and (ii) such Mortgagees, after receipt of such notice, shall have failed or refused to correct or cure the condition complained of within a reasonable time thereafter, but nothing contained in this Section 8.5 shall be deemed to impose any obligation on any such Mortgagee to correct or cure any such condition. "Reasonable time" as used above means and includes a reasonable time to obtain possession of the Mortgaged Premises if the Mortgagee elects to do so and a reasonable time to correct or cure the condition if such condition is determined to exist.

8.6 CONTINUING OFFER: The covenants and agreements contained in this Lease with respect to the rights, powers and benefits of a mortgagee (particularly, without limitation thereby, the covenants and agreements contained in this Article 8) constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry or foreclosure assumes the obligations herein set forth with respect to such Mortgagee, subject to the provisions of Section 8.3, such Mortgagee being hereby constituted a party to this Lease as an obligee hereunder subject to the provisions of Section 8.3 to the same extent as though its name was written hereon as such, and such Mortgagee shall be entitled to enforce such provisions in its own name.

8.7 MORTGAGEE'S APPROVAL: Landlord's obligation to perform its covenants and agreements hereunder is subject to the condition precedent that this Lease be approved by the holder of any mortgage of which the Premises are a part and by the user of any commitment to make a Mortgage loan which is in effect on the date hereof. Unless Landlord gives Tenant written notice within fifteen (15) business days after the Effective Date that such holder or issuer, or both, disapproves or has not approved this Lease, then this condition shall be deemed to have been satisfied or waived and the provisions of this Section 8.7 shall be of no further force or effect.

8.8 SUCCESSORS OF MORTGAGEE: All of the rights and privileges of the holders of mortgages on the Lot and/or Building set forth in this Article 8 shall inure to the benefit of any such holders and their respective successors and assigns, including without limitation where applicable any purchases at foreclosure and other parties claiming title by, through or under any such holders. Where reference is made herein to foreclosure, the same rights and privileges for any such holder shall arise and the same results shall obtain if such holder instead acquires title through deed in lieu of foreclosure or otherwise.

ARTICLE 9 DEFAULT

9.1 EVENTS OF DEFAULT: The occurrence of any of the following shall be deemed to be an event of default under this Lease: if any default by Tenant continues after notice, in case of Base Rent or any additional rent, for more than ten (10) days, or in any other case for more than thirty (30) days and such additional time, if any, as is reasonably necessary to cure the default (if the default is of such a nature that it is curable but cannot reasonably be cured in thirty (30) days, Tenant has the obligation to commence to cure the default within thirty (30) days, and thereafter diligently and continuously prosecutes such cure to completion), or if Tenant or any Guarantor makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition is filed against Tenant or any Guarantor and is not dismissed within forty-five (45) days, or if a receiver or similar officer becomes entitled to Tenant's leasehold hereunder and it is not returned to Tenant within forty-five (45) days, or if such leasehold is taken on execution or other process of law in any action against Tenant. In the event of any default under this Lease by Tenant, then without prejudice to any other rights which it has pursuant to this Lease or at law or in equity, Landlord shall have the following rights and remedies, which are cumulative and not alternative.

9.1.1 Landlord may cancel this Lease by notice to Tenant and retake possession of the Premises for Landlord's account, or Landlord may terminate Tenant's right of possession of the Premises. Tenant shall then quit and surrender the Premises to Landlord. Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including to the extent legally permissible, payment of all Rent and other charges until the date this Lease would have expired had such cancellation or termination not occurred. If Landlord so elects, Rent shall be accelerated and Tenant shall pay Landlord damages in the amount of any and all sums which would have been due for the remainder of the Term, subject to the provisions of Section 9.1.5 below.

9.1.2 Landlord may enter the Premises as agent of Tenant to take possession of any property of Tenant on the Premises, to store such property at the expense and risk of Tenant or to sell or otherwise dispose of such property in such manner as Landlord may see fit without notice to, and at the expense and risk of, Tenant. Re-entry and removal may be effectuated by summary dispossession proceedings, by any suitable action or proceeding, or otherwise. Landlord shall not be liable in anyway in connection with its actions pursuant to this section, to the extent that its actions are in accordance with Applicable Laws.

9.1.3 Landlord may relet all or any part of the Premises for all or any part of the unexpired portion of the Term of this Lease or for any longer period, and may accept any rent then attainable; grant any concessions of rent, and agree to paint or make any special repairs, alterations, and decorations for any new Tenant as it may deem advisable in its sole and absolute discretion. Landlord shall be under no obligation to relet or to attempt to relet the Premises.

9.1.4 Landlord may remedy or attempt to remedy any default of Tenant under this Lease for the account of Tenant and may enter upon the Premises for such purposes. No notice of Landlord's intention to perform such covenants need be given to Tenant unless expressly required by this Lease. Landlord shall not be liable to Tenant for any loss or damage caused by acts of Landlord in remedying or attempting to remedy such default and Tenant shall pay to Landlord all expenses incurred by Landlord in connection with remedying or attempting to remedy such default. Any expenses incurred by Landlord shall accrue interest at the highest rate permitted by law from the date of payment by Landlord until repaid by Tenant.

9.1.5 In calculating the amounts to be paid by Tenant to Landlord pursuant to this Section 9, Tenant shall be credited with the net proceeds of any rents obtained by Landlord by reletting the Premises, after deducting all Landlord's expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, and fees for legal services. It is agreed by Tenant that Landlord may (i) relet the Premises or any part or part thereof of a term or terms which may, at Landlord's option, be equal to or less than or greater than the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord, in its sole judgment, considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

9.1.6 So long as at least twelve (12) months of the Term remain unexpired at the time of such termination of this Lease or of Tenant's right of possession, in lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 9.1, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in this Section 9.1 or as otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover and Tenant shall thereupon pay, as liquidated damages an amount equal to the aggregate of the Base Rent and additional rent accrued in the twelve (12) months ended next prior to such termination, plus the amount of Base Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provisions of this Section 9.1 up to the time of payment of such liquidated damages.

9.1.7 Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule

of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to or less than the amount of the loss or damages referred to above.

92 COSTS: Tenant shall pay to Landlord on demand all costs incurred by Landlord, including attorneys' fees and costs at all tribunal levels, incurred by Landlord in enforcing any of the obligations of Tenant under this Lease. In addition, upon any default by Tenant, Tenant shall also be liable to Landlord for the expenses to which Landlord may be put in re-entering the Premises, reletting the Premises (including attorneys' fees and disbursements, marshal's fees, and brokerage fees, in so doing), and any other expenses reasonably incurred by Landlord.

93 WAIVER: No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

ARTICLE 10

MISCELLANEOUS

10.1 INTERPRETATION: The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises, Building or Property with Tenant's expressed or implied permission.

10.2 NOTICE: Any notice, approval, consent, request, or election required or permitted to be given or made pursuant to this Lease shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to Tenant, and if to Tenant, at the Premises or Tenant's address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if personally delivered or sent by nationally recognized overnight delivery service.

10.3 LANDLORD'S LIABILITY: CERTAIN DUTIES: The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees, except that the Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Neither the Landlord named herein nor any successive owner of the Premises, whether an individual, trust, a corporation or otherwise shall have any personal liability related to this Lease beyond their equity interest in the Premises, and Tenant agrees that it shall look solely to such equity interest then-owned by Landlord for collection of any judgment or any other judicial process requiring the payment of money. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary or shareholder of the trust individually. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not

for the primary purpose of avoiding such obligations. However, each Landlord shall deliver to its transfer real funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure or diligently pursue a cure of such nonperformance within thirty (30) days after receipt of Tenant's written notice or such longer time as is reasonably necessary, provided that such cure is commenced within such thirty (30) day period and thereafter pursued with reasonable diligence.

10.4 NO SURRENDER: The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.5 NO WAIVER: The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of an original violation, nor shall the failure of Landlord to enforce any Rules and Regulations against Tenant or any other tenant in the Building be deemed a waiver of any such Rules and Regulations. The receipt by Landlord of Base Rent or additional rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any other breach of the same or any other agreement or duty.

10.6 NO ACCORD AND SATISFACTION: No acceptance by Landlord of a lesser sum than the Base Rent and additional rent then due shall be deemed to be other than on account of the earlier installment of such rent due, nor shall any endorsement or statement on any check or letter accompanying any check or payment as rent be deemed as accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future.

10.7 CUMULATIVE REMEDIES: The specific remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease or to a decree compelling specific performance of any such covenant, conditions or provisions.

10.8 PARTIAL INVALIDITY: If any term of this Lease, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 LANDLORD'S RIGHT TO CURE: If Tenant shall at any time default in the performance of any obligation under this Lease, Landlord shall have the right, but not the obligation, to enter upon the Premises and to perform such obligation, notwithstanding the fact that no specific provision for such substituted performance by Landlord is made in this Lease with respect to such default. In performing such obligation, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord (together with interest at the rate of 4% per annum in excess of the then prime rate of interest being charged by a majority of the national banks in Miami, Florida); and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the foregoing rights without waiving any other of its rights or releasing Tenant from any of its obligations under this Lease.

10.10 ESTOPPEL CERTIFICATE: Tenant agrees on the Commencement Date, and from time to time thereafter upon not less than fifteen (15) days prior written request by Landlord, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect; that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Base Rent and additional rent and to perform its other covenants under this Lease; that there are no uncured defaults of Landlord or Tenant under this Lease (or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modifications and, if there are any defenses, offsets, counterclaims or defaults, setting them forth in reasonable detail), and the dates to which the Base Rent, additional rent and other charges have been paid. Any such statement delivered pursuant to this Section 10.10 may be relied upon by any prospective purchaser or mortgagee of the Property or any prospective assignee of any such mortgagee.

10.11 FORCE MAJEURE: In any case where either party hereto is required to do any act (other than the payment of rent or other monies hereunder), delays caused by or resulting from war, civil commotion, fire, flood, other casualty, labor difficulties, shortages or other unavailability of labor, materials, equipment, energy or utility services, governmental regulations, unusually severe weather, Act of God or other causes beyond such party's reasonable control (but not the inability to pay money), shall not be counted in determining the time during which such act must be completed, and such time shall be deemed extended by such delay. In no event, however, shall the foregoing excuse the late payment of rent or any other monies due hereunder nor extend the time therefor.

10.12 WAIVER OF TRIAL BY JURY AND COUNTERCLAIMS: MEDIATION: LANDLORD AND TENANT EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE. TENANT FURTHER AGREES THAT IT SHALL NOT INTERPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS (EXCEPT COMPULSORY COUNTERCLAIMS) IN ANY SUMMARY PROCEEDING OR IN ANY ACTION BASED UPON NONPAYMENT OF RENT OR ANY OTHER PAYMENT REQUIRED BY TENANT UNDER THIS LEASE. UPON LANDLORD'S REQUEST, TENANT SHALL PARTICIPATE IN MEDIATION OF A DISPUTE BETWEEN LANDLORD

AND TENANT; THE COST OF A MEDIATOR SHALL BE BORNE EQUALLY BY LANDLORD AND TENANT.

10.13 RADON GAS NOTICE: Radon is a naturally occurring radioactive gas that, when it has accumulated in building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

10.14 ATTORNEYS' FEES: Wherever provision is made in this Lease for attorneys' fees, such term shall be deemed to include accountants' and attorneys' (including paralegals' and similar persons) fees and costs, whether or not litigation is commenced, including those for appellate, bankruptcy, probate, arbitration, mediation and collections proceedings.

10.15 LANDLORD'S ACCESS: Landlord shall be entitled at all reasonable times and upon reasonable notice (but no notice is required in emergencies) to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord considers necessary or reasonably desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Building, and, during the last six months of the Term or any renewal thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Building or Property as Landlord deems necessary.

10.16 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS: This Lease is the only agreement between the parties pertaining to this Lease of the Premises, Building or Property and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

10.17 JOINT AND SEVERAL LIABILITY: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

10.18 EXECUTION OF LEASE: Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant executes this Lease first, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums and moneys to be delivered at time of execution, provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any

of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

10.19 AUTHORITY: As a material inducement to Landlord to enter into this Lease, Tenant (and, individually, each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:

10.19.1 Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

10.19.2 This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

10.19.3 Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

10.19.4 The execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case maybe, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation (if a corporation), agreement of partnership (if a partnership), and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

10.20 FLORIDA LAW: This Lease shall be governed by the laws of the State of Florida.

10.21 COUNTERPART: This Lease may be executed in more than one copy, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of it and may be introduced into evidence or used for any purpose without the production of the other counterpart or counter parts.

10.22 TIME IS OF THE ESSENCE: Time is of the essence of this Lease and all provisions contained herein.

10.23 APPROVAL OF PLANS AND SPECIFICATIONS: Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Building or Property or any of their respective agents, partners or employees that such plans and specifications either (i) are complete or suitable

for their intended purpose, or (ii) comply with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Building or Property nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

10.24 RELATIONSHIP: Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

10.25 RIDERS AND EXHIBITS: All Riders and Exhibits attached to this Lease and all Addendums attached to this Lease and executed by both Landlord and Tenant shall be deemed to be a part of and are hereby incorporated in this instrument.

10.26 SURVIVAL: Tenant's ongoing or unfulfilled obligations shall survive the termination of this Lease, including but not limited to payment of additional rent adjustments which may be calculated and billed after the termination of the Lease.

ARTICLE 11

INSURANCE AND INDEMNITY

11.1 TENANT'S INSURANCE: Tenant shall throughout the term (and any other period when Tenant is in possession of the Premises) carry and maintain, at its sole cost and expense, the following types of insurance, which shall provide coverage on an occurrence basis, with respect to the Premises, in the amounts specified and in the form hereinafter provided for:

11.1.1 Commercial General Liability Insurance. Commercial general liability insurance with a combined single limit of not less than \$1,000,000.00 per occurrence (General Aggregate - \$2,000,000; Products Aggregate - \$2,000,000) for bodily injury and property damage insuring against legal liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. Said insurance shall include, but not be limited to, independent contractor liability, products and completed operations coverage, and the Broad Form Commercial General Liability Endorsement, including personal injury and advertising liability, contractual liability and premises medical payments.

11.1.2 Property Insurance. "Special Risk" property insurance including plate glass coverage on a replacement cost basis, with coverage equal to not less than one hundred percent (100%) of the full replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments made by Tenant, and all other contents located or placed therein.

11.1.3 Workers' Compensation and Employees' Liability Insurance. Workers' Compensation Insurance covering all employees of Tenant, as required by the laws of the State where the Premises are located and Employees' Liability coverage with not less than the minimum statutory limits of coverage.

11.1.4 Policy Form. All policies referred to above shall: (i) be taken out with underwriters

licensed to do business in Florida and a "Best Rating" of "A" or "A+" (ii) name Landlord and the property manager, or their successors, as additional insured; (iii) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Landlord or any mortgagee of Landlord; (iv) contain an undertaking by the insurers to notify Landlord and any other additional insured by certified mail not less than thirty (30) days prior to any material change, cancellation, or termination; and cv) provide that a defense against the primary insured shall not be a defense against payment to the additional insureds. Binding certificates of insurance with endorsements attached or, if required by a mortgagee, copies of such insurance policies certified by an authorized officer of Tenant's insurer as being complete and current, shall be delivered to Landlord promptly upon request. a) Tenant fails to take out or to keep in force any insurance referred to in this Section 11, or should any such insurance not be approved by either Landlord or any mortgagee, and b) Tenant does not commence and continue to diligently cure such default within forty-eight (48) hours after written notice by Landlord to Tenant specifying the nature of such default, then Landlord has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of Tenant and all outlays by Landlord shall be paid by Tenant to Landlord without prejudice to any other rights or remedies of Landlord under this Lease. Tenant shall not keep or use in the Premises any article which may be prohibited by any fire or casualty insurance policy in force from time to time covering the Premises or the Building.

11.2 INDEMNIFICATION OF THE PARTIES:

11.2.1 The Tenant shall indemnify and hold harmless Landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

11.2.2 The Landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease by the Landlord or the Landlord's

officers, employees, agents, servants, partners, principals or subcontractors. The Landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue there on. The Landlord expressly understands and agrees that any insurance policies required by this Lease or otherwise provided by the Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

11.2.3 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Lease and shall terminate upon the expiration of the applicable statute of limitation.

11.3 RELEASE AND WAIVER OF SUBROGATION RIGHTS: The parties hereto, for themselves and anyone claiming through or under them, hereby release and waive any and all rights of recovery, claim, action or cause of action, against each other, their respective agents, directors, officers and employees, for any loss or damage that may occur to the Premises or the Building, and to all property, whether real, personal or mixed, located in the Premises or the Building, by reason of any cause against which the releasing party is actually insured or, regardless of the releasing party's actual insurance coverage, against which the releasing party is required to be insured pursuant to the provisions of this Lease. This release and waiver shall apply regardless of the cause or origin of the loss or damage, including negligence of the parties hereto, their respective agents and employees. Each party agrees to provide the other with reasonable evidence of its insurance carrier's consent to such waiver of subrogation. This Section 11.3 supersedes any provision to the contrary which may be contained in this Lease.

EXECUTED as a sealed instrument as of the day and year first above written.

LANDLORD: CITY OF OPA-LOCKA

Witness:


08.14.19

By: 
Name: Newall J. Daughtrey

TENANT: SOUTH FLORIDA SCHOOL OF
EXCELLENCE

Witness:

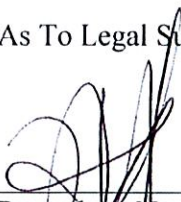
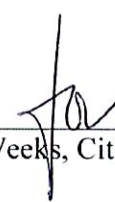
Shamecca Lawson
08.14.19

By: 

Name: Mrs. Batul Maniar

8/14/19.

As To Legal Sufficiency and Form

 
Burnadette Norris-Weeks, City Attorney
City of Opa-locka